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**CITY COUNCIL AGENDA  
WEDNESDAY, JANUARY 4, 2023  
250 NORTH 5<sup>TH</sup> STREET - CITY HALL 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 January 16, 2023 as Martin Luther King, Jr. Day in the City of Grand Junction

Proclaiming the City of Grand Junction an Inclusive City

**Appointments**

To the Planning Commission

**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, January 4, 2023 or 4) submitting comments [online](#) until noon on Wednesday, January 4, 2023 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Council Reports**

**REVISED**

## **CONSENT AGENDA**

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

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

- a. Minutes of the December 19, 2022 Special Meeting
- b. Summary of the December 19, 2022 Workshop
- c. Minutes of the December 21, 2022 Regular Meeting

### **2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance to Amend the Mandatory Quarterly Remittance Date for Plastic and Paper Bag Fees as Found in HB21-1161 "Management of Plastic Products" from Starting on April 1, 2024 to Starting on April 1, 2023, and Setting a Public Hearing for January 18, 2023
- b. Quasi-judicial
  - i. Introduction of an Ordinance for Zoning Approximately 17.42 Acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) Located at the Northeast Corner of 31 Road and E ½ Road, and Setting a Public Hearing for January 18, 2023
  - 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 Roy's RV Annexation of 1.45 Acres, Located on Property 2795 Riverside Parkway, and Setting a Public Hearing for February 15, 2023

### **3. Agreements**

- a. Marathon Health Clinic Contract Renewal

### **4. Procurements**

- a. A Resolution Affirming the Purchase of 244 N 7th Street

**5. Resolutions**

- a. A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2023 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council
- b. A Resolution Issuing a Revocable Permit to Allow Private Stormwater Drainage Pipe for the Proposed Quick N Clean Car Wash Located at 691 24 Road within the Right-of-Way of 24 Road
- c. A Resolution Authorizing an Easement on City-owned Property at 821 Struthers Avenue
- d. A Resolution Supporting Application to Colorado Department of Transportation (CDOT) for an Entry Sign to be Located within CDOT Right-of-Way at Highway 50 and 30 Road
- e. A Resolution Finding the 2020 One Grand Junction Comprehensive Plan Together with the 3-Mile Plan Map Serves as the City's 3-Mile Plan and its Annual Update
- f. A Resolution Vacating Two Portions of a Multipurpose Easement Located on a 2.26 Acre Parcel Located at the Eastern Side of Brookwillow Loop between Orion Way and Wolcott Avenue
- g. A Resolution Declaring a Vacancy in City Council District A and Authorizing an Election to Fill the Unexpired Term at the City of Grand Junction Regular Municipal Election on April 4, 2023
- h. A Resolution Confirming the Appointments of City Councilmembers to Fill Vacancies on City Boards and Commissions Created by the Resignation of City Councilmember Taggart

**REGULAR AGENDA**

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

**6. Council Update**

- a. Orchard Mesa Pool

**7. Public Hearings**

- a. Legislative

- i. An Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax and Lodgers Tax by Adding Terms and Definitions to the GJMC Related to Marketplace Facilitators and Marketplace Sellers
- ii. An Ordinance Approving a Corridor Infill Incentive for the Landing on Horizon Project by APR Grand Junction 3, LLC
- b. Quasi-judicial
  - i. An Ordinance to Rezone 2.11 Acres from PD (Planned Development) to C-1 (Light Commercial) Located at 2992 Patterson Road
  - ii. An Ordinance to Vacate a 50 Foot x 44 Foot Piece of Right-of-Way Located Adjacent to a 2.26 Acre Parcel Located at the Eastern Side of Brookwillow Loop between Orion Way and Wolcott Avenue

**8. Non-Scheduled Citizens & Visitors**

**9. Other Business**

**10. Adjournment**



*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** that all people, regardless of the color of their skin, the persuasion of their theology, or the level of their intelligence, were built by one Creator with one blood, designed and fashioned to live on one earth with one another; and

**Whereas,** Martin Luther King, Jr. was a minister who dedicated his life for this purpose so we may, as Americans, truly live out the Declaration of Independence as we hold these truths to be self-evident, that all people are created equal, that they are endowed by their creator with certain inalienable rights, that among these are life, liberty, and the pursuit of happiness; and

**Whereas,** the third Monday of each January is acknowledged as Martin Luther King, Jr. Day in Grand Junction to honor a great American who awakened a nation's conscience to not judge a person by the color of their skin but by the content of their character; and


**NOW, THEREFORE,** I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim January 16, 2023 as

## *"Martin Luther King, Jr. Day"*

in the City of Grand Junction and encourage all citizens of Grand Junction to observe this day with appropriate activities and programs that honor the memory and legacy of Dr. King.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4<sup>th</sup> day of January 2023.



  
\_\_\_\_\_  
Mayor



*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** Grand Junction, CO is a city that welcomes and celebrates people of all races, ethnicities, religions, sexual orientations, genders, economic status and physical and mental circumstances. The City of Grand Junction cherishes our diversity and believes it enhances the quality of life in our community; and

**Whereas,** Grand Junction respects diversity and desires to ensure that the human rights of all citizens are protected and to that end the City implores all citizens to make known that we do not tolerate discrimination in any form and recognize that marginalized individuals experience increased instances of bias, hate speech, bigotry and violence through no fault of their own; and

**Whereas,** the residents of Grand Junction are urged to work together to engage in dialogue and move forward to ensure all Grand Junction residents feel their voices are heard, and to ensure that our community will foster equality, social justice and freedom from fear of persecution based on race, religious belief, country of origin, sexual orientation, gender, income, disability, age or family status; and

**Whereas,** the residents of Grand Junction are urged to expand community outreach, engagement and authentic collaboration that will empower each Grand Junction resident with the ability and desire to help create a society that condemns racism, misogyny, intolerance, discrimination or oppression toward any person.

**NOW, THEREFORE,** the Grand Junction City Council commits to support, participate in and help expand inclusivity conversations in support of a community that is free of oppression, persecution and hate. **FURTHERMORE,** the City of Grand Junction hereby intends to annually recognize the importance of inclusion of all residents of all beliefs and to consider, respect and value the uniqueness and importance of diversity in our community.

***“The City of Grand Junction an Inclusive City”***



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4<sup>th</sup> day of January, 2023.

A handwritten signature in black ink, appearing to be "John ...".

Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** January 4, 2023  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the Planning Commission

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the Planning Commission.

**EXECUTIVE SUMMARY:**

There is one partial-term vacancy on the Planning Commission.

**BACKGROUND OR DETAILED INFORMATION:**

Jimmie Phillips moved to the 1st Alternate position, leaving the 2nd Alternate position vacant.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendation to the Planning Commission.

**Attachments**

None

**GRAND JUNCTION CITY COUNCIL**

**MINUTES OF THE SPECIAL MEETING**

**Fire Administration Conference Room**

**December 19, 2022**

**Call to Order**

Council President Stout called the Special Meeting of the Grand Junction City Council to order at 5:00 p.m. on the 19<sup>th</sup> day of December 2022.

Those present were Councilmembers Chuck McDaniel (via phone), Phillip Pe'a, Randall Reitz, Dennis Simpson, Mayor Pro Tem Abe Herman (via phone) and Council President Anna Stout.

Also present was City Manager Greg Caton, City Attorney John Shaver, Parks and Recreation Director Ken Sherbenou, and Finance Director Jodi Welch.

**Executive Session**

President Stout moved, and Councilmember Pe'a seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402 (4)(e)(I) AND 24-6-402 (4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO ACQUIRING ORCHARD MESA POOL AND/OR NEGOTIATING THE FUNDING OF IMPROVEMENTS TO ORCHARD MESA POOL.***

Discussion took place regarding the need for an executive session or an open discussion.

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Reitz moved, and Councilmember Pe'a seconded to return to open session in the Fire Department Conference Room.

Council President Stout reconvened the Special Meeting at 5:49 p.m.



**Adjournment**

There being no further business the meeting adjourned at 5:49 p.m.

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Amy Phillips  
City Clerk



## GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY December 19, 2022

**Meeting Convened:** 5:55 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:** Councilmembers Chuck McDaniel (virtual), Randall Reitz, Dennis Simpson, Mayor Pro Tem Abe Herman (virtual), and Mayor Anna Stout.

*Clerk note: Rick Taggart has resigned from City Council to take his new position as Colorado State Representative for District 55.*

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Community Development Director Tamra Allen, Housing Manager Ashley Chambers, Housing Specialist Sherry Price, Finance Director Jodi Welch, Parks and Recreation Director Ken Sherbenou, Fire Chief Ken Watkins, Deputy Fire Chiefs Chris Angermuller and Gus Hendricks, City Clerk Amy Phillips, and Deputy Clerk Janet Harrell

### 1. Discussion Topics

- a. **Discussion of a Resolution Setting the Title and Submitting to the Electorate on April 4, 2023, a Measure to Increase the City Sales and Use Tax from 3.25 percent to 3.40 percent (an Increase of 0.15 Percent to Sunset December 31, 2054) and to Retain and Spend Revenues as a Voter-Approved Revenue Change as Defined by Article X, Section 20 of the Colorado Constitution and to Incur Bonded Indebtedness to Build a Community Recreation Center at Matchett Park**

Parks and Recreation Director Ken Sherbenou and Dr. William Findlay the Chair of the Parks and Recreation Advisory Board gave the following brief overview of the Community Recreation Center (CRC) planning process.

At the July 6, 2022, City Council meeting, Council approved the recommended site for the CRC at Matchett Park. At its August 17, 2022, City Council meeting, Council approved PRAB's recommendation to proceed with a plan to build an 83,000 square foot facility and fund the construction and operations with a combination of the cannabis tax revenue already secured for Parks and Recreation with a small sales tax increase of 0.15 percent.

On September 19 & 20, 2022 work session #3 was held including six focus groups and a community forum. Following those meetings, PRAB again reviewed a significant

amount of public feedback. PRAB held a special meeting on September 26, 2022 and recommended approving the operational plan.

On November 1, the CRC PRAB Subcommittee met to evaluate and discuss the draft report. Changes from members of PRAB were incorporated into the document to accurately capture the full plan. In a letter to Council dated November 1, 2022, Dr. Findlay stated PRAB voted unanimously "to recommend official adoption of the plan by City Council and to direct staff to draft ballot language for the April 4, 2023, election."

On November 16, 2022, the City Council adopted the 2022 Community Recreation Center (CRC) Plan and gave direction to staff to draft a ballot question. City Council further discussed ballot language based on community, Parks and Recreation Advisory Board, and Council at this meeting. The City Council at its December 21, 2022, meeting will consider placing a question on the April ballot asking the City electors to approve a 0.14 percent City sales and use tax rate increase and to incur debt for the construction, furnishing, and equipping of a Community Recreation Center (CRC) at Matchett Park.

With approval of the ballot question, the City will proceed without delay to design, construct, furnish, and equip the CRC with an anticipated completion date of late 2025.

Under TABOR, the City is required to provide an estimate of the first fiscal year of revenues in the ballot question. If the actual revenues earned exceed the estimate, the City would have to either refund the amount over the estimate or return to the voters to receive authorization to spend the additional revenue as intended with the first authorization. When providing the estimate for the purposes of the ballot question, staff projected revenues based on the average growth rate for 2023 and 2024. To avoid a TABOR-required refund, an estimation margin of 25% was added to the total of what is expected. The resulting estimated revenue for the ballot question for 2023 is \$2,300,000 (for second six months of the year with a 7/1/2023 effective date) and for 2024, which is the full fiscal year, is \$4,600,000. The actual revenue expected in 2024 is \$3,700,000.

The proposed debt will be issued for a maximum principal amount of \$70,000,000 with total debt service costs not to exceed \$148,500,000. The \$148.5 million is calculated based on \$70 million par issuance, for 30 years, at 5.75%. Similar to applying a margin on the revenue estimate for the ballot question, a higher interest rate is assumed to ensure total debt service costs do not exceed authorization. This said, based on the current yield curve and other data, staff fully expects to issue debt at or below an interest rate of 4.5%. Also, given the timing of the project construction, staff, with the assistance of professional bond underwriters, will have the opportunity to closely monitor the market and issue debt at a preferred time. Currently (December 20, 2022) the approximate interest rate for AA rated municipal bonds is 3.70%, down from 4.5% on November 14, 2022.

Council requested that the resolution be placed on Wednesday's Agenda for consideration.

**b. Colorado Plastic Pollution Reduction Act (HB21-1162)  
Implementation**

Community Development Director Tamra Allen and Sustainability Coordinator Jennifer Nitzky reported that as of January 1, 2023, and in accordance with HB 21-1162 “Management of Plastic Products”, all “Large Stores” in the state of Colorado will be required to collect a 10-cent fee for the distribution of paper and/or plastic bags to customers. “Large Stores” are defined as those with more than three locations and/or that are part of a franchise, corporation, or partnership with a physical location outside of Colorado. Of the 10 cents, 6 cents are required to be remitted to their local jurisdiction on a quarterly basis starting on April 1, 2024. The remaining 4 cents is tax-free income for the store. According to the Colorado Municipal League, a typographical error was published in the bill, stating quarterly remittance of the fee will begin April 1, 2024, instead of April 1, 2023. Staff asked Council to discuss an ordinance requiring remittance of the fee as of April 1, 2023, as the bill originally intended. If the city can start collecting revenue in 2023, funding will be available sooner for projects that will help ease the burden of the transition on consumers and businesses. This could include providing free reusable bags, more outreach and education, and improved waste diversion via the City's recycling and composting programs.

Discussion resulted in consensus that the City of Grand Junction would consider adoption of an ordinance to update the remittance date from April 2024 to April 2023 to address the typographical error, as described by the Colorado Municipal League.

**c. Zoning & Development Code Update**

The third module of the revised Code has been drafted and is available for public review and comment. Module 3 focuses on Section 21.06.

The City hired Clarion Associates to work on updating the City's Zoning and Development Regulations, Title 21 of the Grand Junction Municipal Code. This effort works toward three primary goals:

- Update the City's development regulations to better implement the City's vision and goals as described in the 2020 One Grand Junction Comprehensive Plan.
- Achieve greater simplicity, efficiency, consistency, and legal effectiveness in the code language.
- Identify opportunities to facilitate the development of affordable and attainable housing

The project team presented, for City Council discussion, key elements of Module 3.

The team posted Module 3 of the drafting process for review by the public on the Zoning and Development Code Update website. Information pertaining to the update can also

be found on GJSpeaks.org, as well as the project page on the City website. Module 3 includes the following sections:

- 21.14 Measurement and Definitions (as needed for this module).
- 21.06.010 Infrastructure Standards
- 21.06.020 Public and Private Parks and Open Spaces
- 21.06.040 Landscaping, buffering, and screening standards (on a separate adoption schedule)
- 21.06.050 Off-Street parking, loading and bicycle storage
- 21.06.060 Subdivision Standards
- 21.06.080 Outdoor Lighting
- 21.06.090 Site Circulation
- 21.06.100 Private streets, shared driveways, and loop lanes

The project team posted a Module 3 Overview Memo outlining the changes to these sections and providing insight into the major topics discussed at the ZDC Update Committee. The Zoning & Development Code Committee will discuss Module 3 at their December 20 meeting and the Planning Commission will discuss Module 3 at their December 22 workshop.

Discussion ensued regarding, landscaping, buffering, and screening standards, off-street parking, and infrastructure standards.

Council took a 15-minute break and resumed the workshop at 7:40 p.m.

**d. Pedestrian and Bike Plan Existing Conditions Report & TEDS Assessment Report**

David Thornton, Principal Planner and Dani Acosta, Senior Planner and representative from Fehr and Peers, a transportation engineering consulting firm contracted by the City to develop a Pedestrian and Bicycle Plan and update the City's Transportation and Engineering Design Standards (TEDS) manual, gave a brief presentation to City Council on the planning process, including presenting a summary of the Existing Conditions and Needs Assessment Report, a compilation of hundreds of public comments received over the past few months, and a look at existing pedestrian and bicycle conditions and assessing the infrastructure needs of Grand Junction.

**2. City Council Communication**

None

**3. Adjournment**

There being no Council Communication or further business, the Workshop adjourned at 8:12 p.m.

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

**December 21, 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 21<sup>st</sup> day of December 2022 at 5:30 p.m. Those present were Councilmembers Chuck McDaniel (virtual), Phil Pe'a, Randall Reitz, Dennis Simpson, Council President Pro Tem Abe Herman (virtual) and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Janet Harrell, Planning Supervisor Felix Landry, and Finance Director Jodi Welch.

Council President Stout called the meeting to order and Stout student Rachel Hughes led the Pledge of Allegiance, followed by a moment of silence.

**Appointments**

**To the Forestry Board**

Councilmember Simpson and Councilmember Pe'a seconded to appoint Brandon Kanwischer to the Forestry Board for a partial term expiring November 2024. Motion carried by unanimous voice vote.

**Citizen Comments**

Bruce Lohmiller expressed concern for the homelessness community, asked if more applications could be submitted for ARPA (American Rescue Plan Act) grants and said veterans are being denied benefits.

Heather Healy spoke in favor of Colorado Proposition 123 that passed in November and suggested solutions for the City's consideration.

Karen Lee Hughes thanked City Council for their services and inviting her daughter Rachel to be a part of the night's proceedings.

**City Manager Report**

City Manager Caton reflected on City successes in 2022 that included recognition of the Las Colonias Project from the Colorado Parks & Recreation Association, Visit Grand Junction's award from the annual Governor's Conference on Tourism for their marketing program, 1<sup>st</sup> place in the American Water Works Association Rocky Mountain Section Taste Test Competition, and 2022 Best Budget and Distinguished Presentation Awards

from Government Finance Officers Association. He also noted Grand Junction is being recognized nationally by being listed in Forbes Advisor 2022 Best Places to Live in the US and in Travel & Living as one of the 50 best places to travel in 2023. City Manager Caton wished everyone a happy holiday.

**Council Reports**

Council President Pro Tem Herman wished everyone a Happy Hanukkah or Merry Christmas and thanked all City staff, especially those that work through the holidays.

Councilmember Reitz said he and other Homeless Coalition member went to the park in remembrance of those who died last year from lack of housing.

Councilmember Pe'a attended the Visit Grand Junction meeting when Dr. Nathan Perry's presented on the economic effects of the outdoor recreation economy. He also attended the Visitor Center's Volunteer Ambassador Luncheon and wished everyone Merry Christmas.

Council President Stout introduced student Rachel Hughes, and then reported attending the Fire Department promotions ceremony and the Heroic Act Awards. She expressed appreciation for both the Fire and Police departments.

**CONSENT AGENDA**

Councilmember Pe'a moved and Councilmember Reitz seconded to adopt Consent Agenda items #1 - #6. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- b. Minutes of the December 7, 2022 Regular Meeting

**2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Approving a Corridor Infill Incentive for the Land on Horizon Project by APR Grand Junction 3, LLC and Setting a Public Hearing for January 4, 2023
  - ii. Introduction of an Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax and Lodgers Tax by Adding Terms and Definitions to the GJMC Related to Marketplace Facilitators and Marketplace Sellers and Setting a Public Hearing for January 4, 2023
- b. Quasi-judicial

- i. Introduction of an Ordinance Rezoning 2.11 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at 2992 Patterson Road, and Setting a Public Hearing for January 4, 2023
- ii. Introduction of an Ordinance Vacating a 50 Feet by 44 Feet Portion of Right-of-Way Located Adjacent to a 2.26-Acre Parcel Located at the Eastern Side of Brookwillow Loop, Between Orion Way and Wolcott Avenue, and Setting a Public Hearing for January 4, 2023

### **3. Agreements**

- a. Intergovernmental Agreement Between the City and the Clifton Fire Protection District to Provide Management Services for the Clifton Fire Protection District
- b. Intergovernmental Agreements (IGA's) between the City of Grand Junction, Mesa County, the City of Fruita, the Town of Palisade, Grand Valley Transit (GVT) and Grand Valley Metropolitan Organization (GVMPO) Setting Forth the Local Funding Formula for Contributions to GVT and GVMPO for 2023
- c. 2023 Agreement with Mesa County for Animal Control Services

### **4. Procurements**

- a. Authorize CM/GC Contract with Garney Construction for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project
- b. Authorize Contract for Annual Traffic Control
- c. Authorize Construction Contract for 24 Road & G Road Capacity Improvements

### **5. Resolutions**

- a. A Resolution Vacating a Slope Easement Containing 0.47 Acres on Property Located at 702 Horizon Drive as Acquired by the City of Grand Junction and Described in the Mesa County Land Title Records, Reception Number 2075083
- b. A Resolution Authorizing an Easement on City-owned Property at 542 28 1/4 Road in Columbine Park
- c. A Resolution Amending the Grand Junction Housing Strategy Adding a New Community Engagement and Education Strategy



- d. A Resolution to Allow for Expedited Development Review for any New Affordable Housing Project
- e. A Resolution Supporting the Application to the Recycling Resources Economic Opportunity Program

6. Other Action Items

- a. Department of Local Affairs Request Regarding The Regional Center

**REGULAR AGENDA**

**Orchard Mesa Pool Update**

Council President Stout read a joint City, Mesa County and Mesa Valley School District 51 statement that they are working together.

The public comment period opened at 5:47 p.m.

The following spoke in favor of keeping the Orchard Mesa Pool open: Rhonda Bates, Mercedes Boreman, Rob Scribner, Heather Healy, Karen Stall, Renee Fugere, Lee Stegan, Randi Garcia, Mary Ann Tageman, Noah Bradshaw, Mr. Allen, Carissa Fisher, Stephanie Anderson, Teresa Nees, and Loyola Sanders.

Nina Anderson requested any maintenance and budget commitments be formalized so citizens will know who is responsible and can hold them accountable.

The public comment period closed at 6:18 p.m.

Councilmember Simpson explained the City currently has \$2.4 M (projected repair costs for the Orchard Mesa Pool) in the budget and suggested Council make a decision to maintain and reopen the pool.

**An Ordinance Amending the Zoning and Development Code Section 21.06.040 Landscape, Buffering, and Screening Standards; Section 21.10.020 Terms Defined; Section 21.03.030 Measurements; Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table; and Section 21.04.030 Use-Specific Standards of the Grand Junction Municipal Code**

Section 21.06.040 of the Zoning and Development Code (ZDC) requires site development to include landscaping which the City applies to development proposals. The Community Development Department in collaboration with the Parks and Recreation Department, drafted proposed revisions to the landscaping regulations which emerged from public discourse including stakeholder input and public policy discussions. These proposed revisions incorporate more flexibility and relief valves

regarding the significant tree preservation regulations.

Planning Supervisor Felix Landry presented this item.

Discussion included concern the significant tree requirements may override private property rights (development applicants are submitting to the regulatory process), that property owners could cut trees down prior to the development application process, explanation and comparison of how other municipalities determine the percentage to use for keeping/replacing significant trees, that the Code allows discretion regarding existing tree location and if they should be preserved, the City Forestry Department plants Cottonwood trees and supports their significant tree designation, concern these requirements may negatively affect Ute Water customers since they do not have access to irrigation (could use gray water or cisterns) and the City's Code requirement for hiring a licensed tree service company that employs a certified arborists to cut down a tree.

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

The following spoke against the proposed ZDC amendments regarding the significant tree requirements: Nina Anderson and Heather Healy.

The following spoke in favor of the proposed ZDC amendments regarding the significant tree requirements: William Cooper (Forestry Board), Vince Urbina (Forestry Board) and Kamie Long (Forestry Board/arborist).

The public hearing closed at 7:03 p.m.

Councilmember Reitz thanked staff for their work and how they conducted this process.

Council President Stout noted the City is designated as a Tree City USA and that trees contribute to the area's quality of life. This item is a livable compromise that will preserve the City's tree canopy while allowing flexibility to developers.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt Ordinance No. 5114, an ordinance approving the proposed amendments to the Zoning and Development Code Section 21.06.040 Landscape, Buffering, and Screening Standards; Section 21.10.020 Terms Defined; Section 21.03.030 Measurements; Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table; and Section 21.04.030 Use-Specific Standards of the Grand Junction Municipal Code on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance Amending the Zoning and Development Code Section 21.04.040(f) Accessory Uses and Structures of the Grand Junction Municipal Code**

These proposed amendments came to the Planning Commission with support from the 2020 One Grand Junction Comprehensive Plan and the Grand Junction Housing

Strategy Report which was completed in 2021 by Root Policy Research. Both documents identify Accessory Dwelling Units (ADU) as development types beneficial to the community of Grand Junction.

Planning Supervisor Felix Landry presented this item.

The public hearing opened at 7:21 p.m.

Cody Kennedy thanked staff for their work noting it would help with affordable housing issues but expressed concern regarding the fees as being cost prohibitive and suggested incentives be provided for specific areas like downtown.

Julie Davis said she is excited to see these changes and asked if mobile tiny homes will be a future consideration.

Ron Abeloe (Home Builder's Association) spoke in favor of these changes as they will provide more flexibility and affordable housing options.

The public hearing closed at 7:26 p.m.

Discussion included that the ZDC fee schedule will be reviewed in 2023.

Council President Stout thanked staff for bringing this item forward, ahead of the general ZDC update, at Council's request.

Council thanked staff for the exemplary job in reviewing and bringing the ZDC updates forward.

Councilmember Simpson moved and Councilmember Reitz seconded to adopt Ordinance No. 5115, an ordinance amending the Grand Junction Municipal Code, Zoning and Development Code Section 21.04.040 Accessory Uses and Structures, specifically item (f) Accessory Dwelling Units on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

City Council took a break at 7:30 p.m.

The meeting resumed at 7:43 p.m.

**An Ordinance Amending the City Charter to Change the Authorized Length of a Lease of Certain Public Property for Colorado Discover Ability (CDA) from Twenty-Five up to Ninety-Nine Years to be Placed on the Election Ballot for the April 4, 2023 Municipal Election**

In 2017, the City leased the Property, which is a portion of the parcel addressed as 601 Struthers Avenue and has been addressed as 599 Struthers Avenue, to CDA for 25 years. Since 2017, CDA has successfully constructed a building and expanded its

programs which provide year-around adaptive recreational experiences for people with disabilities; however, the short-term (25 year) lease does not provide certainty as to the location of the program, its services, and continued investment in the building that a long-term (99 year) lease provides. The proposed Charter amendment is specific in location and acreage and applies to no other City property.

City Attorney John Shaver presented this item.

Discussion included concern regarding a City Charter change for one organization (The Charter requires a change by vote and a general ballot question regarding lease extension was previously defeated which prompted specific parcel requests), clarification that this ballot question specifically applies to CDA as a non-profit “offering adaptive outdoor recreation for people with disabilities” (not any other organization or type of use) and if voter approved the lease extension would come to Council for approval.

The public hearing opened at 7:51 p.m.

There were no public comments.

The public hearing closed at 7:51 p.m.

Councilmember Pe’a moved and Councilmember Simpson seconded to adopt Ordinance No. 5116, an ordinance amending the City Charter to change the authorized length of a lease of certain public property from twenty-five up to ninety-nine years to be placed on the election ballot for the April 4, 2023 Municipal Election on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance Amending Ordinance No. 4599 and Section 5.15.010 Et. Seq., of the Grand Junction Municipal Code to Allow Marijuana Businesses in the City of Grand Junction**

On April 6, 2022, the City Council approved Ordinance No. 5064 which, among other things, allowed for certain cannabis businesses, subject to regulations adopted by the City, to operate within the City. Pursuant to Ordinance No. 5064, the City has been reviewing applications for the licensing and operation of regulated cannabis businesses. Because of the adoption of Ordinance No. 5064, Ordinance No. 4599 needs to be amended to allow the location and regulation of certain marijuana businesses in a manner that is consistent with Ordinance No. 5064 and other applicable statutory and constitutional standards.

City Attorney John Shaver presented this item.

The public hearing opened at 7:54 p.m.

There were no public comments.

The public hearing closed at 7:54 p.m.

Councilmember Reitz moved and Councilmember Pe'a seconded to adopt Ordinance No. 5117, an ordinance amending Ordinance No. 4599 and Section 5.15.010 Et. Seq., of the Grand Junction Municipal Code to allow marijuana businesses in the City of Grand Junction on final passage and ordered publication in pamphlet form. Motion carried by unanimous roll call vote.

**Authorize the City Council Audit Committee to Execute a Contract with Haynie & Company for the December 31, 2022 Financial Audit Services**

After requesting a proposal for services via BidNet, the Audit Committee received one response from Haynie & Company. After review, the Audit Committee found the proposal from Haynie & Company to be responsive and responsible. The cost is \$36,000 for the audit of the Annual Comprehensive Financial report and \$5,500 for the Single Audit as required by the Single Audit Act for federal funds.

Councilmember McDaniel presented this item and Finance Director Jodi Welch explained the City's Request for Proposal (RFP) process why only one vendor responded.

Discussion included concern using the same audit company, why the City uses the BidNet process as a best practice and Government Finance Officers Association recommended controls if using the same audit company.

Councilmember Pe'a moved and Councilmember Reitz seconded to authorize the President of the City Council to adopt the Audit Committee recommendation to execute a one-year contract with Haynie & Company for the audit of the December 31, 2022 Annual Comprehensive Financial Report and for the single audit of federal funds. Motion carried by voice vote with Councilmember Simpson voting no.

**A Resolution Setting the Title and Submitting to the Electorate on April 4, 2023, a Measure to Increase the City Sales and Use Tax from 3.25 percent to 3.39 percent (an Increase of 0.14 percent to Sunset December 31, 2054) and to Retain and Spend Revenues as a Voter-Approved Revenue Change as Defined by Article X, Section 20 of the Colorado Constitution and to Incur Bonded Indebtedness to Build a Community Recreation Center at Matchett Park**

On November 16, 2022, the City Council adopted the 2022 Community Recreation Center (CRC) Plan and gave direction to staff to draft a ballot question. City Council further discussed ballot language based on community, Parks and Recreation Advisory Board, and Council input at the December 19, 2022 City Council Workshop. The Grand Junction City Council at its December 21, 2022, meeting considered placing a question on the April ballot asking the City electors to approve a 0.14 percent City sales and use

tax rate increase and to incur debt for the construction, furnishing, and equipping of a Community Recreation Center (CRC) at Matchett Park.

City Attorney John Shaver presented this item.

Discussion included that the ballot language does not make clear there is no interest rate ceiling or how proceeds from a lower interest rate will be used, that staff and consultants worked to find the most precise interest rate for the ballot language.

City Manager Caton explained the debt payment calculations used to form the ballot language and General Services Director Jay Valentine reviewed the bond procurement process.

Councilmember Reitz thanked staff and the community for feedback to refine the ballot language.

The public comment period opened at 8:26 p.m.

The following spoke in favor of this item: Sue Springer (Community Recreation Center Committee), Peter Booth (Community Recreation Center Committee), Lucas Bolin (Community Recreation Center Committee), Andrea Kries (Community Recreation Center Committee), Jeri Albramear and Stephania Vasconez.

The public comment period closed at 8:40 p.m.

Councilmember Reitz moved and Councilmember Pe'a seconded to adopt Resolution No. 99-22, a resolution to refer a ballot question to the April 4, 2023 election to increase the sales and use tax by 0.14% and to incur debt to enable the implementation of the 2022 CRC Plan. Motion carried by roll call vote with Councilmember Simpson voting no.

**Non-Scheduled Citizens & Visitors**

Constance Cones read a holiday poem regarding her recent condominium purchase.

Calliope Linen voiced support for the Orchard Mesa Pool and expressed concern that Grand Junction is not a walkable community but is happy Codes updates that are improving the City's pedestrian access.

**Other Business**

Councilmember Pe'a thanked staff and wished everyone a Merry Christmas.

Council President Stout announced Rick Taggart resigned his council position in order to begin his term as a Colorado State Representative and that his seat will be filled through the election process. She then wished everyone a happy New Year.

**Adjournment**

The meeting adjourned at 8:47 p.m.

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Amy Phillips, CMC  
City Clerk





**Grand Junction City Council**

**Regular Session**

**Item #2.a.i.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Jennifer Nitzky, Sustainability Coordinator  
**Department:** Community Development  
**Submitted By:** Jennifer Nitzky, Sustainability Coordinator

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**Information**

**SUBJECT:**

Introduction of an Ordinance to Amend the Mandatory Quarterly Remittance Date for Plastic and Paper Bag Fees as Found in HB21-1161 "Management of Plastic Products" from Starting on April 1, 2024 to Starting on April 1, 2023, and Setting a Public Hearing for January 18, 2023

**RECOMMENDATION:**

Staff recommends approval of the ordinance per Council's direction at the December 19, 2022 workshop.

**EXECUTIVE SUMMARY:**

As of January 1, 2023, and in accordance with HB 21-1162 "Management of Plastic Products", all large stores in Colorado will be required to collect a 10 cent fee for the distribution of paper and/or plastic bags to customers. Large stores means those with more than three locations and/or that are part of a franchise, corporation, or partnership with a physical location outside of Colorado.

Of the 10 cents, 6 cents are required to be remitted to the local jurisdiction on a quarterly basis starting on April 1, 2024. The remaining 4 cents is tax-free income for the store.

**BACKGROUND OR DETAILED INFORMATION:**

In 2021, the Colorado General Assembly passed HB21-1162 "Management of Plastic Products" with the stated purpose of phasing out single-use plastic carryout bags and expanded polystyrene food containers. This bill has direct implications for municipalities, given a requirement for the remittance of fees to municipalities and an authorization of municipalities to enforce violations.



Carryout Bag Fees – Beginning January 2023, Stores may provide single-use plastic or recycled paper carryout bags for a 10 cent fee per bag. Large stores means those with more than three locations and/or that are part of a franchise, corporation, or partnership with a physical location outside of Colorado. This fee may be higher if adopted by a municipality or county. Stores are required to alert customers of this fee with signage and a transaction receipt. Further, they are prohibited from refunding any portion of the fee to the customer. Stores are required to remit 60 percent (6 cents) of the carryout bag fee revenue to the municipality or county in which the store is located on a quarterly basis, beginning April 1, 2024. Forty percent (4 cents) of the revenue may be retained by the store tax-free for use at their discretion, so long as they do not refund the customer. The carryout bag fee does not apply to a customer that provides evidence to the store that the customer is a participant in a federal or state food assistance program.

This bill has an impact on municipal governments for two reasons. First, the bill requires Stores to remit 60 percent of a fee on plastic and recycled paper bags to local governments. These funds may be used for administrative and enforcement costs and any recycling, composting, or other waste diversion programs and related outreach and education. Quarterly remittance of this fee is required to begin April 1, 2024, unless otherwise adopted by the local jurisdiction. While single-use plastic bags will be phased out entirely on June 1, 2024, a 10 cent fee will still be required for stores that offer recycled paper carryout bags. Second, the bill also authorizes local governments to enforce penalties for violations of the bill of up to \$500 for a second violation or up to \$1,000 for a third or subsequent violation.

According to the Colorado Municipal League, a typographical error was published in the bill, stating quarterly remittance of the fee will begin April 1, 2024, instead of April 1, 2023. Staff would like to discuss an ordinance requiring remittance of the fee as of April 1, 2023, as the bill originally intended. If the City can start collecting revenue in 2023, funding will be available sooner for projects that will help ease the burden of the transition on consumers and businesses. This could include providing free reusable bags, more outreach and education, and improved waste diversion via the City's recycling and composting programs.

**FISCAL IMPACT:**

Current revenue estimates for the first year are estimated between \$200,000 and \$260,000. The first year is expected to be higher than subsequent years based off the concept that during the initial year, customers take time to shift their habits and plastic bags will likely still be widely available.

**SUGGESTED MOTION:**

I move to introduce an ordinance adopting the Plastic Pollution Reduction Act and amending the remittance date of paper and plastic bag fees from April 1, 2024 to April 1, 2023, and set a public hearing for January 18, 2023.

## **Attachments**

1. ORD-Bag Fee 122822

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CITY OF GRAND JUNCTION

ORDINANCE \_\_\_\_

**AN ORDINANCE INCORPORATING AND ADOPTING CERTAIN PROVISIONS  
OF HB 21-1162 INTO THE GRAND JUNCTION MUNICIPAL CODE  
CONCERNING BAG FEES AND ESTABLISHING THE COMMENCEMENT OF  
BAG FEE REMITTANCE TO BEGIN APRIL 1, 2023**

**RECITALS**

On July 6, 2021, Governor Polis signed HB 21-1162, adding a Part 5 to Article 17 of Title 25 of the Colorado Revised Statutes entitled the *Plastic Pollution Reduction Act* (“Act” or “the Act”) into law.

The Act requires that certain retailers (“Stores” as defined in the Act not to include “Small Stores” as that term is defined) charge a bag fee of at least 10 cents per bag provided to a customer and phase out the provision of plastic single-use carryout bags entirely by January 1, 2024.

Among other things the Act requires that 60% of the bag fee collected be remitted to the municipality in which the Large Stores are located, to be used for certain specified purposes. The Act also directs Large Stores to begin remitting the municipality’s portion of the bag fee revenue quarterly, beginning April 1, 2024.

As a home rule municipality, the City of Grand Junction (“City”) may exercise its constitutional and statutory authority to adopt ordinances under its police powers in order to preserve the public health, safety, and general welfare and with this Ordinance does adopt the Act as specifically amended by this Ordinance. The City Council having been duly advised and having fully considered the matter, does find and determine that it in the best interests of the health, safety and welfare of the citizens of Grand Junction to adopt a local enforcement mechanism to ensure that Stores in the City are complying with the requirements of HB 21-1162 and, as applicable in the Act that Small Stores and other retailers fully comply with the regulations promulgated by the State and adopted by the City.

The Act provides that Stores are not required to remit the bag fee until April 1, 2024, but with this Ordinance the City Council determines that the quarterly remittance of the bag fee shall commence on April 1, 2023, instead of April 1, 2024.

**NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
GRAND JUNCTION, COLORADO, AS FOLLOWS:**

42 **Section 1.** A new Chapter 8.11 of the Grand Junction Municipal Code (“GJMC”) *Management of*  
43 *Plastic Products* to read as follows. Additions are shown in *italic typeface* to read as follows:

44 *8.11 Management of Plastic Products*

45 *8.11.010 - Adoption of the Plastic Pollution Reduction Act, Fee Remittance*

46  
47 (a) *The City adopts the Plastic Pollution Reduction Act, C.R.S. §§ 25-17-501*  
48 *through 25-17-509, together with the definitions provided therein as any or all of the*  
49 *same may be amended from time to time, and as specifically amended by this*  
50 *Ordinance.*

51  
52 (b) *For the period beginning on the date that this Ordinance becomes*  
53 *effective until December 31, 2023, Stores shall remit to the City from the total amount of*  
54 *carryout bag fees collected in the previous quarter as otherwise provided in C.R.S. 25-*  
55 *17-505. This subsection (b) shall expire January 1, 2024, when the bag fee remittance*  
56 *provisions provided in C.R.S. 25-17-505 take effect.*

57  
58 (c) *The bag fee, remittance, and other provisions of the Act as applicable to*  
59 *Small Stores and other retailers and vendors as defined in the Act shall be effective as*  
60 *otherwise provided in the Act and as required by this Ordinance.*

61  
62 (d) *A violation of this Ordinance shall be punishable as provided in 1.04.090*  
63 *of the GJMC.*

64  
65 If any provision of this Ordinance, or the application of such provision to any person or  
66 circumstance, is held to be unconstitutional, then the remainder of this ordinance, and the  
67 application of the provisions of such to any person or circumstance, shall not be affected  
68 thereby.

69  
70 This Ordinance is necessary to protect the public health, safety, and welfare of the  
71 residents of the City and covers matters of mixed State and Local concern.

72  
73 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED IN PAMPHLET FORM  
74 this 4th day of January 2023.

75  
76 ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN PAMPHLET FORM  
77 this \_\_\_ day of January 2023.

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79 \_\_\_\_\_  
80 Anna M. Stout  
81 President of the City Council

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83

84 ATTEST:

85

86 \_\_\_\_\_  
Amy Phillips

87 City Clerk



## Grand Junction City Council

### Regular Session

Item #2.b.i.

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**Meeting Date:** January 4, 2023  
**Presented By:** Nicole Galehouse, Principal Planner  
**Department:** Community Development  
**Submitted By:** Nicole Galehouse, Principal Planner

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### Information

#### **SUBJECT:**

Introduction of an Ordinance for Zoning Approximately 17.42 Acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) Located at the Northeast Corner of 31 Road and E ½ Road, and Setting a Public Hearing for January 18, 2023

#### **RECOMMENDATION:**

This item was originally scheduled for Planning Commission on December 13, 2022, however an error in noticing caused the item to be rescheduled. The Planning Commission will hear this request at their January 10, 2023 meeting. The recommendation and vote will be forwarded to City Council with the second reading of the ordinance.

#### **EXECUTIVE SUMMARY:**

The Applicant, Grand Junction Venture, LLC, is requesting a zone of annexation to R-12 (Residential 8 to 12 du/ac) for the Grand Valley Estates Annexation. The approximately 17.42-acres of land is located at the northeast corner of 31 Road and E ½ Road and borders on three sides a property owned by Mesa County that contains portions of the Lewis Wash. The subject property is located west of Long Park and is undeveloped.

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

## **BACKGROUND OR DETAILED INFORMATION:**

### **BACKGROUND**

The Applicants are requesting a zone district of R-12 (Residential – 12 du/ac). The property is currently zoned in the County as Residential Single Family – 4 (RSF-4). The proposed zone district of R-12 is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan.

Development to the west and north of the subject property in the County are zoned RSF-4 and consist mostly of single-family residential lots averaging a density close to 2.6 dwelling units per acre. The property to the east is Long Park. Property to the south is split between county zoned RSF-4 and city zoned Light Commercial (C-1); all of the properties to the south have a Future Land Use designation of Commercial. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The annexation area has sewer service and all other urban amenities to the property. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The goal to “encourage infill and redevelopment to leverage existing infrastructure” supports the Applicant’s request of a zone of annexation of R-12.

The R-12 zoning establishes densities between 8 and 12 dwelling units per acre. The R-12 requested zoning implements the Comprehensive Plan’s Residential Medium Land Use category. This land use designation was amended during the 2020 One Grand Junction Comprehensive Plan process, when the subject property was identified as being a location where increased density would be desired.

The purpose of the R-12 (Residential – 12 du/ac) zone district is to provide for high density development allowing several types of residential units within specified densities. R-12 may serve as a transitional district between single-family and trade districts. This district is intended to allow a mix of residential unit types and densities to provide a balance of housing opportunities in a neighborhood. This zone may be appropriate as part of a mixed use center. This property is located in a transitional location between the commercial uses along the I-70B corridor and the residential neighborhoods on the west side of the Lewis Wash and 31 Road. The increased separation provided by the wash adds to the compatibility with surrounding zone districts. In addition, the subject property is served by a variety of public and community facilities, including open space at Long Park to the east, a middle and high school a little further east, a neighborhood grocery store to the south, and a commercial district a mile to the east.

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

- a. R-8 (Residential – 8 du/ac)

- b. CSR (Community Services and Recreation)
- c. Mixed Use Residential (MXR-3)
- d. Mixed Use General (MXG)
- e. Mixed Use Shopfront (MXS)

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on Zoom on June 8, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance, along with approximately 13 participants.

An official development application was submitted to the City of Grand Junction for review on July 7, 2022. After submitting the application, the Applicant modified the request for zoning and held a second neighborhood meeting to ensure compliance with notification requirements. That meeting was held on September 12, 2022 via Zoom. The Applicant's representative and City staff were in attendance, along with approximately 7 participants.

During the June neighborhood meeting, concerns on the project were raised about traffic, access, and what is permitted in the R-8 zone district, specifically about height restrictions. In September, the neighborhood concerns were again primarily focused on traffic impacts on E ½ Rd along with access to the site. Additional concerns raised at this meeting were about the presence of a floodplain, the lack of a development plan at the annexation stage, impacts on emergency services, and the increase in density.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on November 22, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on December 2, 2022. The notice of the Planning Commission public hearing was published December 6, 2022 in the Grand Junction Daily Sentinel.

It was brought to the attention of staff that the property posting had come down at an unknown date prior to the December 13, 2022 Planning Commission hearing. In addition, there was a flaw on the notification cards that listed the proposed zoning at the original request of R-8 instead of the revised request of R-12. The item was requested to be rescheduled so that notice could be redone to ensure absolute compliance with Section 21.02.080(g).

Revised notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on December 13, 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 December 29, 2022. The notice of the Planning Commission public hearing was published January 3,



2023 in the Grand Junction Daily Sentinel.

An online public hearing was also conducted on GJSpeaks.org.

**ANALYSIS**

The criteria for review are set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or The property owners have petitioned for annexation into the City limits and requested zoning of R-12 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 to 12 du/ac). Since the Applicant’s properties are currently in the County, the annexation of the property is a subsequent event that will invalidate one of these original premises, a county zoning designation. In addition, during the 2020 One Grand Junction process, the land use designation on the property was changed from Residential Medium Low (2 – 4 du/ac) to Residential Medium (5.5 – 12 du/ac). In considering where density could be increased, locations were evaluated that had nearby amenities, decreasing the stress on infrastructure and allowing the sites to increase density without sacrificing access to basic needs, such as open space and grocery stores. The subject property for the rezone has ample open space nearby, along with a middle school, high school, and grocery store within walking distance. Annexations into the City must be zoned in compliance with the adopted Comprehensive Plan. The requested zoning of R-12 both implements the Residential Medium future land use designation and is consistent with the intent of the land use change to increase density. Staff finds this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or The character or condition of the area has not changed much over the past several decades. The majority of the residential neighborhoods in the vicinity were established between the mid-1980s and the early 2000s. Long Park was built in 2007 and the first commercial development to the south was constructed in 2009. Staff finds that there have not been significant changes and 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

Existing public and community facilities and services are available to the annexation and are sufficient to serve land uses associated with the proposed R-12 zone district when developed. The property has access from E ½ Road and will construct additional improvements with any further development on the site. Sanitary sewer located within the right-of-way is already available to the site.

Domestic water service is available through a Clifton Water District water line to the site in E 1/2 Road and the area can be served by Xcel Energy for electricity and natural gas.

To the west just over one mile is Fruitvale Elementary School. Both Grand Mesa Middle School and Central High School are under 1/3-mile east of the site. Also within walking distance is a neighborhood grocery store, south of the property across E 1/2 Road. The site is located just north of the I-70B corridor, with shopping available in the Clifton commercial district under a mile away. The property is located within the Clifton Fire District, with the closest station located at 3254 F Road, approximately 1.5 miles from the property. Staff has found the public and community facilities are adequate to serve the type and scope of the residential land use proposed at the R-12 densities. Therefore, staff have found this criterion has been met.

- (4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or The subject property and surrounding area are designated on the Comprehensive Plan Land Use Map as Residential medium (5.5 to 12 du/ac). The proposed zoning designation of R-12 meets the intent of achieving the minimum and desired density for the property with this request, to develop at the high end of the Residential Medium land use category. The closest properties within City limits are across E 1/2 Road, which are zoned C-1, and to the west of those are properties zoned R-4. For unincorporated areas of the neighborhood, Mesa County has zoned the majority of the area Residential Single Family – 4 (RSF-4) with a few properties having a Residential Office (R-O) or (Planned Unit Development (PUD) zone. The County portions of the neighborhood are largely built out as low density residential, park, and educational facilities. The Land Use Map defines the immediate properties to the north of the site, between the Lewis Wash, F Rd, and Long Park, as Residential Medium and the area south of E 1/2 Road as Commercial. With most of the area already being developed at lower densities or reserved for commercial, civic, and institutional uses, there is a need for the middle-density housing that the R-12 zone district provides. 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. Annexation and zoning of the property will create additional land within the City limits for growth and helps fill in the patchwork of unincorporated and/or urban area that is adjacent to the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district provides housing within a range of density that has been defined as urban densities in the 2020 One Grand Junction Comprehensive Plan and is consistent with the needs of the community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in

Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the R-8 zone district as well the CSR and Mixed Use zone districts could be considered in a Residential Medium Land Use area, the R-12 zone district is consistent with the recommendations of the Plan's Land Use Map and provides a much-needed missing housing type to benefit the community.

### **Consistency with Comprehensive Plan**

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

Implementing the Comprehensive Plan. The proposed rezone to R-12 (Residential – 12 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Land Use Plan: Relationship to Existing Zoning
  - Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
  - The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Medium. As outlined in the background section of this staff report, the R-12 zone district is a permissible district to implement the Residential Medium designation.
- Plan Principle 3: Responsible and Managed Growth
  - Goal: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.
  - Goal: Encourage infill and redevelopment to leverage existing infrastructure.
  - The proposed rezone will provide for a higher density of development in an area of the City where infrastructure is readily available. The higher density implements a more compact pattern of growth, utilizing a smaller footprint for a greater number of residential units.
- Plan Principle 5: Strong Neighborhoods and Housing Choices
  - Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

- The R-12 (Residential – 12 du/ac) zone district is an important zone district to provide the ‘missing middle’ housing product types. The provision of this zone district in this area can help to fill in gaps in available housing for the community.
- Plan Principle 6: Efficient and Connected Transportation
  - Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
  - The subject property is located at the intersection of 31 Road, which is part of the City’s Active Transportation Corridor that connects to the Colorado Riverfront Trail. This is a safe pedestrian and cyclist east-west route through this part of the City and can connect to other trails into the more central areas. In addition, this infill project is located within an easy walking distance to both a middle and high school, as well as a County park.
- Chapter 3 – Land Use and Growth: Intensification and Tiered Growth Plan
  - Subject property is located within Tier 2 (Suburban Infill) – In Tier 2, the City should promote the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.
  - This property is a prime example of suburban infill, with much of the area around it having already been developed or in the process of urbanizing. Annexing and zoning this property to R-12 will allow for maximization of existing infrastructure.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Grand Valley Estates Zone of Annexation, ANX-2022-478 request for the property located at the northeast corner of 31 Road and E ½ Road from County Residential Single Family – 4 (RSF-4) to a City R-12 (Residential – 12 du/ac), the following findings of facts have been made:

1. The request conforms with Section 21.02.140 of the Zoning and Development Code.
2. The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.

This item was originally scheduled for Planning Commission on December 13, 2022, however an error in noticing caused the item to be rescheduled. The Planning Commission will hear this request at their January 10 meeting. The recommendation and vote will be forwarded to City Council with the 2nd reading of the ordinance.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

I move to introduce an ordinance zoning the Grand Valley Estates Annexation to R-12 (Residential – 12 du/ac) zone district, from Mesa County zoning of Residential Single Family – 4 (RSF-4) and set a public hearing for January 18, 2023.

**Attachments**

- 1. Grand Valley Estates Development Application
- 2. Annexation Schedule - Table - Grand Valley Estates Annexation
- 3. Grand Valley Estates Annexation Plat
- 4. Site Maps and Photo
- 5. ORD-Grand Valley Estates ZoA 121522

## Development Application

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

Petition For: Annexation/Zone of Annexation

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

Existing Land Use Designation: <u>Residential Medium</u>	Existing Zoning: <u>RSF-4</u>
Proposed Land Use Designation: <u>Residential Medium</u>	Proposed Zoning: <u>R-8</u>

Property Information

Site Location: NE Corner of E 1/2 Road and 31 Road      Site Acreage: 16.14 AC

Site Tax No(s): 2943-102-00-020      Site Zoning: RSF-4 (County)

Project Description: Annex into City of Grand Junction with R-8 Zone

Property Owner Information

Name: Grand Junction Venture LLC

Street Address: 18 Biltmore Estates

City/State/Zip: Phoenix, AZ 85016

Business Phone #: 847-502-3966

E-Mail: joe@metrowestdevelopment.

Fax #: n/a

Contact Person: Joe Gannett

Contact Phone #: 847-502-3966

Applicant Information

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

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Representative Information

Name: Clearwell, PLLC

Street Address: 2135 Blake Blvd SE

City/State/Zip: Cedar Rapids, IA 52403

Business Phone #: 319-654-4911

E-Mail: jmailander@clearwelleng.com

Fax #: n/a

Contact Person: Joseph W Mailander

Contact Phone #: 319-654-4911

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

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

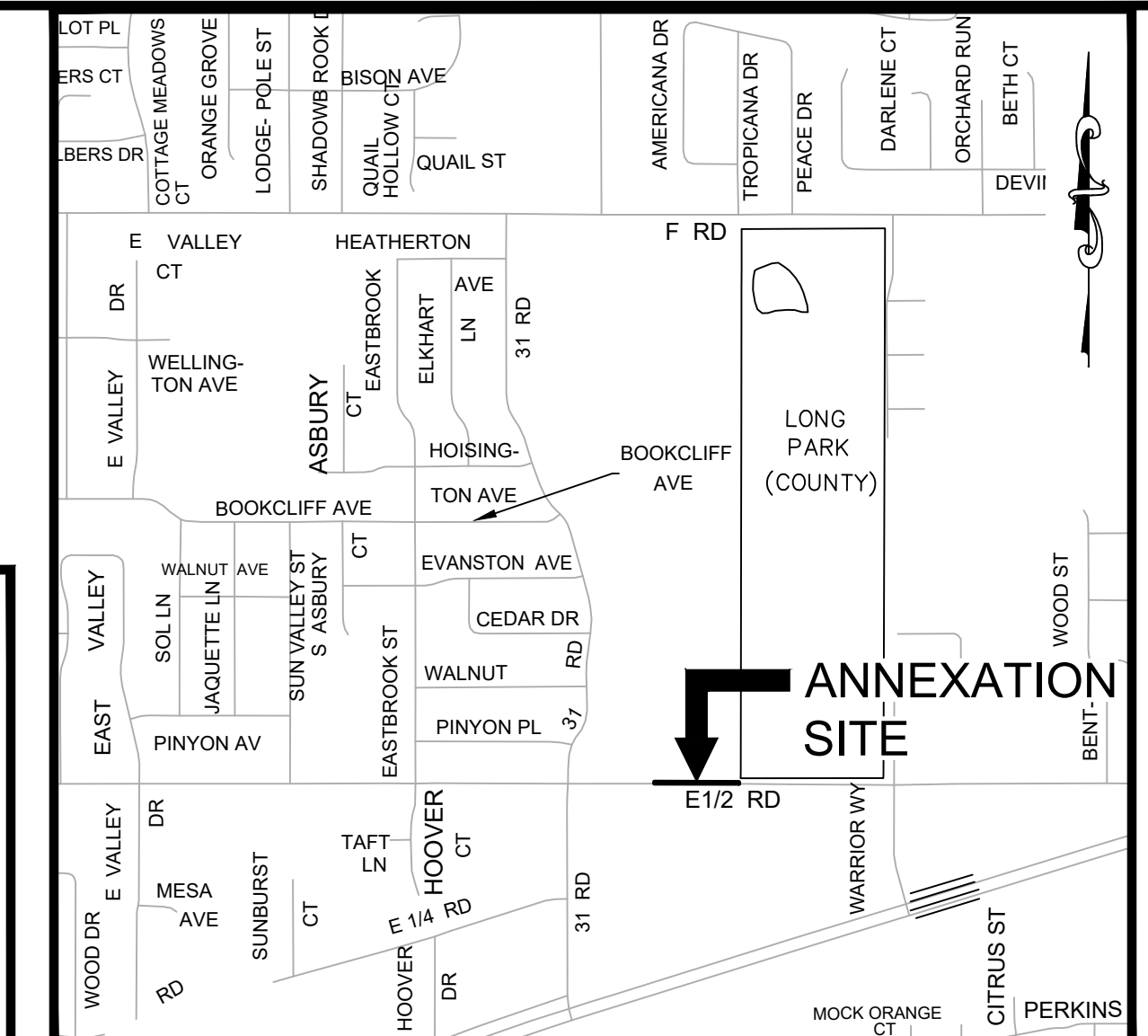
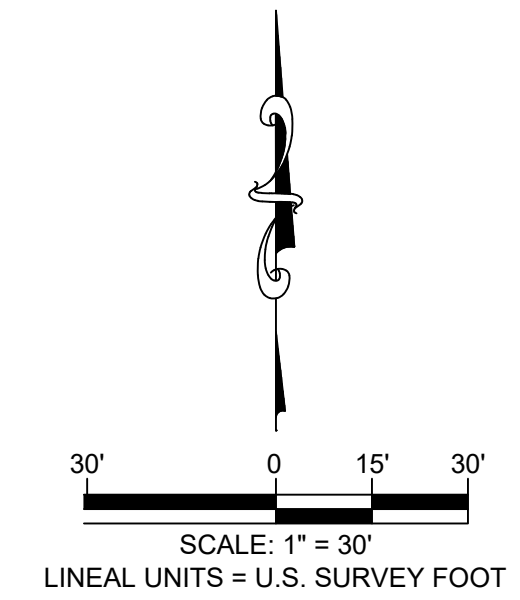
Signature of Person Completing the Application: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Legal Property Owner:  \_\_\_\_\_ Date: 5/13/22

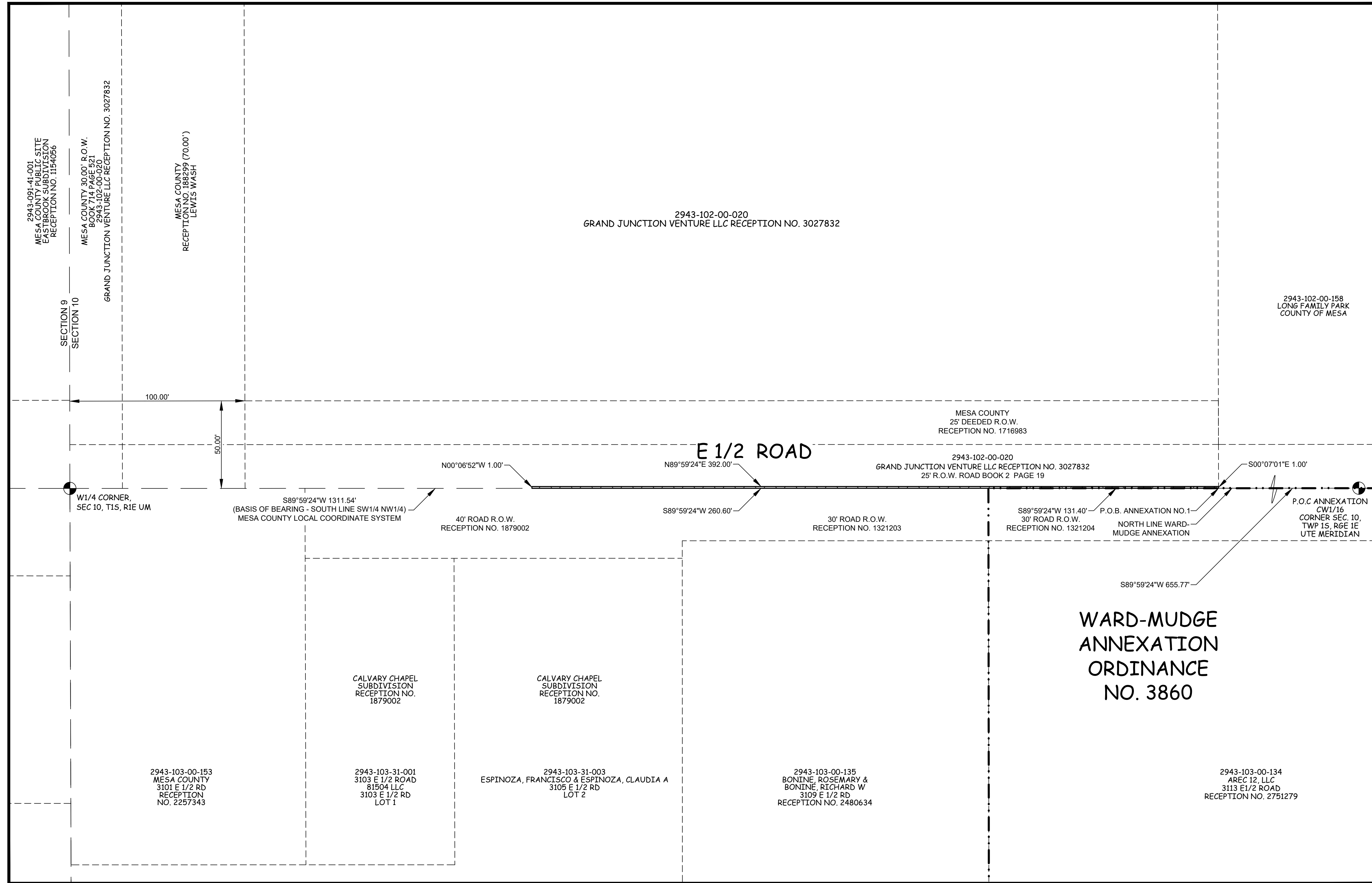
ANNEXATION SCHEDULE			
<b>December 7, 2022</b>	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
<b>December 13, 2022</b>	Planning Commission Considers Zone of Annexation		
<b>January 4, 2023</b>	City Council Intro Proposed Zoning Ordinance		
<b>January 18, 2023</b>	City Council Accept Petition/Annex and Zoning Public Hearing		
<b>February 19, 2023</b>	Effective date of Annexation and Zoning		
ANNEXATION SUMMARY			
File Number	ANX-2022-478		
Location	NE Corner of 31 Rd and E ½ Rd		
Tax ID Number(s)	2943-102-00-020		
Number of Parcel(s)	1		
Existing Population	0		
No. of Parcels Owner Occupied	0		
Number of Dwelling Units	0		
Acres Land Annexed	17.13		
Developable Acres Remaining	17.13		
Right-of-way in Annexation	E ½ Rd		
Previous County Zoning	RSF-4		
Proposed City Zoning	R-12		
Surrounding Zoning:	North:	County RSF-4	
	South:	County RSF-4/City C-1	
	East:	County RSF-4 (Long's Park)	
	West:	County RSF-4	
Current Land Use	Vacant Land		
Proposed Land Use	Residential Medium		
Surrounding Land Use:	North:	Residential Medium	
	South:	Commercial	
	East:	Parks & Open Space	
	West:	Parks & Open Space/Residential Low	
Comprehensive Plan Designation:	Residential Medium		
Zoning within Comprehensive Plan Designation:	Yes:	<input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Values:	Assessed	\$5,610	
	Actual	\$21,240	
Address Ranges	3100 to 3116 E ½ Rd, even only		
Special Districts:	Water	Clifton	
	Sewer	Persigo	
	Fire	Clifton	
	Irrigation/Drainage	Palisade Irrigation/GVDD	
	School	D51	
	Pest	Grand River Mosquito Control District	

# GRAND VALLEY ESTATES ANNEXATION NO. 1

Located in the W1/2 SW1/4 NW1/4 SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP SCALE: 1" = 800'



### LEGAL DESCRIPTION

A parcel of land being a part of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Center-west 1/16 Corner of said Section 10 whence the West Quarter Corner of said Section 10 bears S89°59'24"W 1,311.54 feet with all other bearings relative thereto; thence S89°59'24"W a distance of 655.77 feet along the South line of said Southwest Quarter of the Northwest Quarter of said Section 10 to a point on the North boundary line of the WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860 being the Point of Beginning; thence continuing along said boundary line S89°59'24"W a distance of 131.40 feet to the Northwest Corner of said WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860; thence continuing along said South line of said Southwest Quarter of the Northwest Quarter S89°59'24"W a distance of 260.60'; thence the following three (3) courses: 1) N00°06'52"W a distance of 1.00 feet 2) N89°59'24"E a distance of 392.00 feet to a point on the East line of said Reception No. 3027832 3) S00°07'01"E a distance of 1.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 392 Square Feet or 0.009 Acres, more or less.

### AREAS OF ANNEXATION

ANNEXATION PERIMETER	786.00 FT.
CONTIGUOUS PERIMETER	131.40 FT.
AREA IN SQUARE FEET	392.00 FT <sup>2</sup>
AREA IN ACRES	0.009
AREA WITHIN R.O.W.	392.00 FT <sup>2</sup>
AREA WITHIN DEEDED R.O.W.	0.009 ACRES
AREA WITHIN DEEDED R.O.W.	0.00 FT <sup>2</sup>
	0.00 ACRES

### 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	RAD.	RADIUS
SEC.	SECTION	ARC	ARC LENGTH
TWP.	TOWNSHIP	CHD.	CHORD LENGTH
RGE.	RANGE	CHB.	CHORD BEARING
U.M.	UTE MERIDIAN	BLK.	BLOCK
NO.	NUMBER	P.B.	PLAT BOOK
REC.	RECEPTION	BK.	BOOK
		PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO.  
PRELIMINARY

EFFECTIVE DATE  
PRELIMINARY

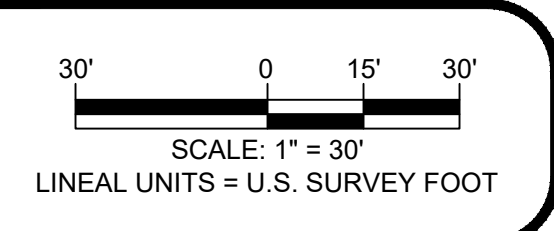
NOTE:  
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PRELIMINARY  
RENEE BETH PARENT DATE  
STATE OF COLORADO - PL.S. NO. 38266  
FOR THE CITY OF GRAND JUNCTION  
333 WEST AVENUE - BLDG. C  
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

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: MJH DATE: 10/24/2022  
DESIGNED BY: RBP DATE: 10/14/2022  
CHECKED BY: RBP DATE: 10/26/2022



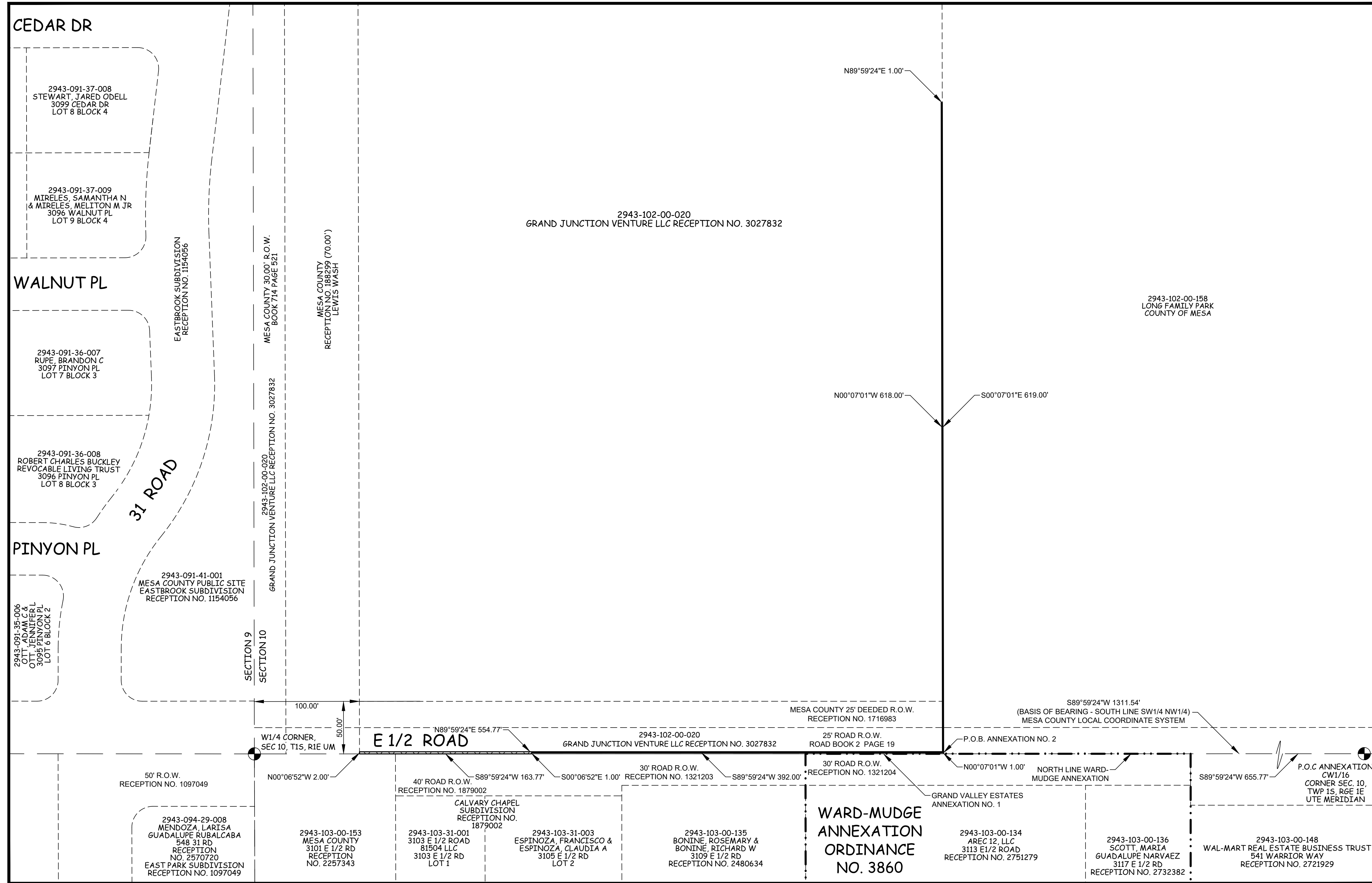
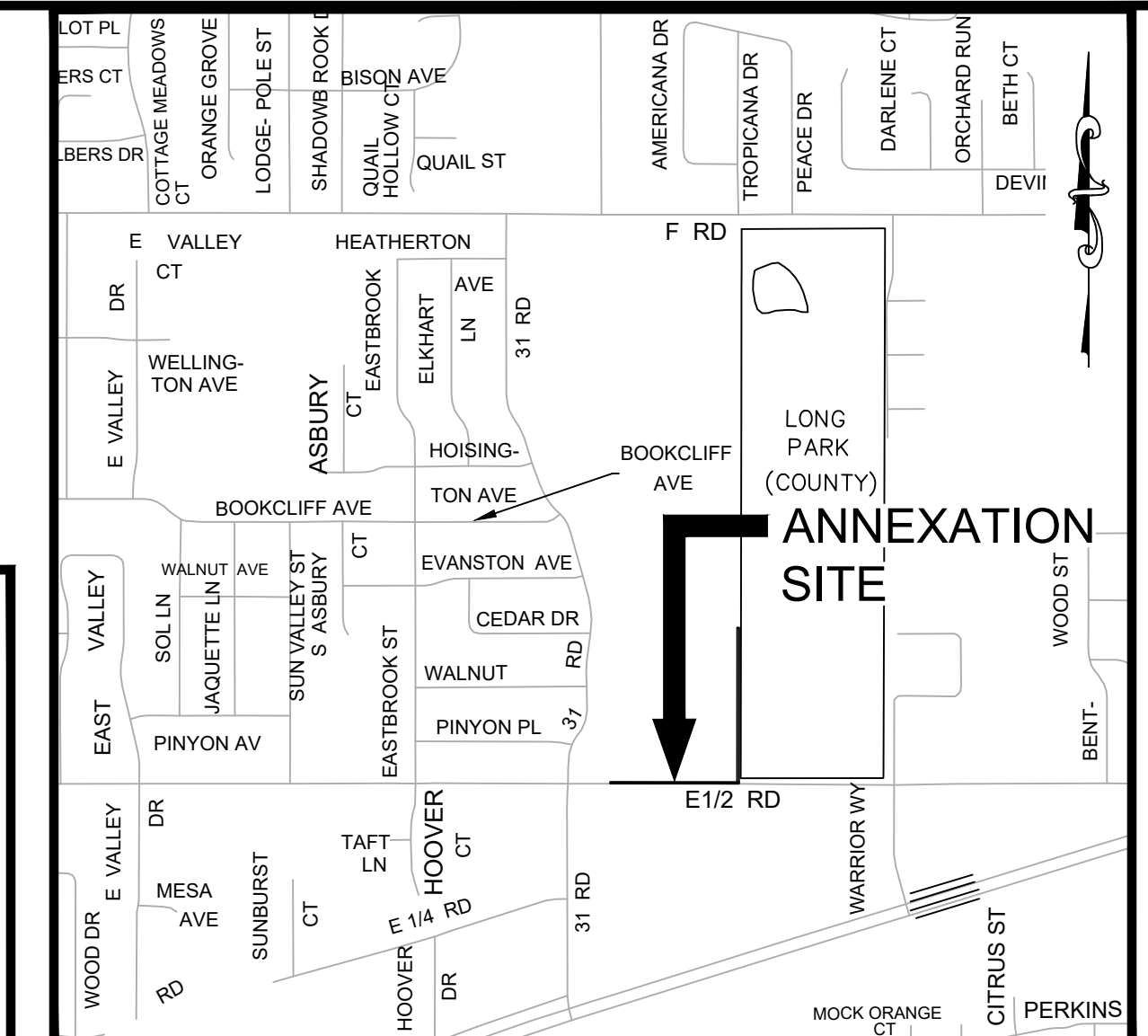
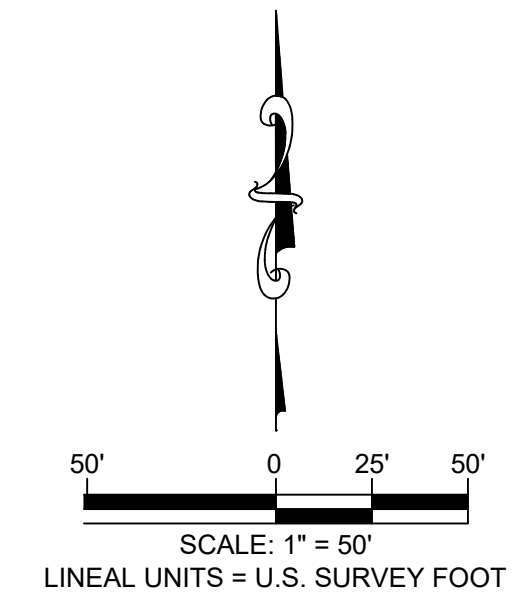
PUBLIC WORKS  
ENGINEERING DIVISION

GRAND VALLEY ESTATES ANNEXATION NO. 1  
Located in the W1/2 SW1/4 NW1/4 SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



# GRAND VALLEY ESTATES ANNEXATION NO. 2

Located in the W1/2 SW1/4 NW1/4 SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**LEGAL DESCRIPTION**  
A parcel of land being a part of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Center-west 1/16 Corner of said Section 10 whence the West Quarter Corner of said Section 10 bears S89°59'24"W 1,311.54 feet with all other bearings relative thereto; thence S89°59'24"W a distance of 655.77 feet along the South line of the Southwest Quarter of the Northwest Quarter of said Section 10 to a point on the North line of the WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860, said point also being the Southeast Corner of GRAND VALLEY ESTATES ANNEXATION NO. 1, thence along the East line of said Annexation NO. 1 N00°07'01"W a distance of 1.00 to the Northeast Corner of said Annexation NO. 1 being the Point of Beginning; thence S89°59'24"W along the North line of said Annexation NO. 1 a distance of 392.00 feet to the Northwest Corner of said Annexation NO. 1; thence along the West line of said Annexation NO. 1 S00°06'52"E a distance of 1.00 feet to a point on the South line of the Southwest Quarter of the Northwest Quarter of said Section 10, said point is also the Southwest Corner of said Annexation NO. 1; thence along said South line of the Southwest Quarter of the Northwest Quarter S89°59'24"W a distance of 163.77 feet to a point on the West line of Reception No. 3027832; thence the following five (5) courses 1) along said West line N00°06'52"W a distance of 2.00 feet 2) N89°59'24"E a distance of 554.77 feet 3) N00°07'01"W a distance of 618.00 feet 4) N89°59'24"E a distance of 1.00 feet to a point on the East line of said Reception No. 3027832 5) along said East line S00°07'01"E a distance of 619.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING **1,337** Square Feet or **0.031** Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,351.54 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	393.00 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	1,337 FT <sup>2</sup>	EXISTING CITY LIMITS	
AREA IN ACRES	0.031		
AREA WITHIN R.O.W.	768 FT <sup>2</sup>		
	0.018 ACRES		
AREA WITHIN DEEDED R.O.W.	25 FT <sup>2</sup>		
	0.001 ACRES		

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

**ORDINANCE NO. PRELIMINARY**      **EFFECTIVE DATE PRELIMINARY**

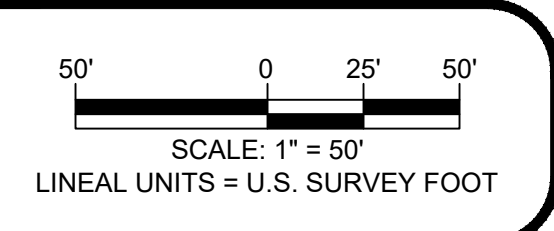
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**PRELIMINARY**  
RENEE BETH PARENT      DATE  
STATE OF COLORADO - PL. S. NO. 38266  
FOR THE CITY OF GRAND JUNCTION  
333 WEST AVENUE - BLDG. C  
GRAND JUNCTION, CO. 81501

**THIS IS NOT A BOUNDARY SURVEY**

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DRAWN BY: MJH      DATE: 10/24/2022  
DESIGNED BY: RBP      DATE: 10/14/2022  
CHECKED BY: RBP      DATE: 10/26/2022

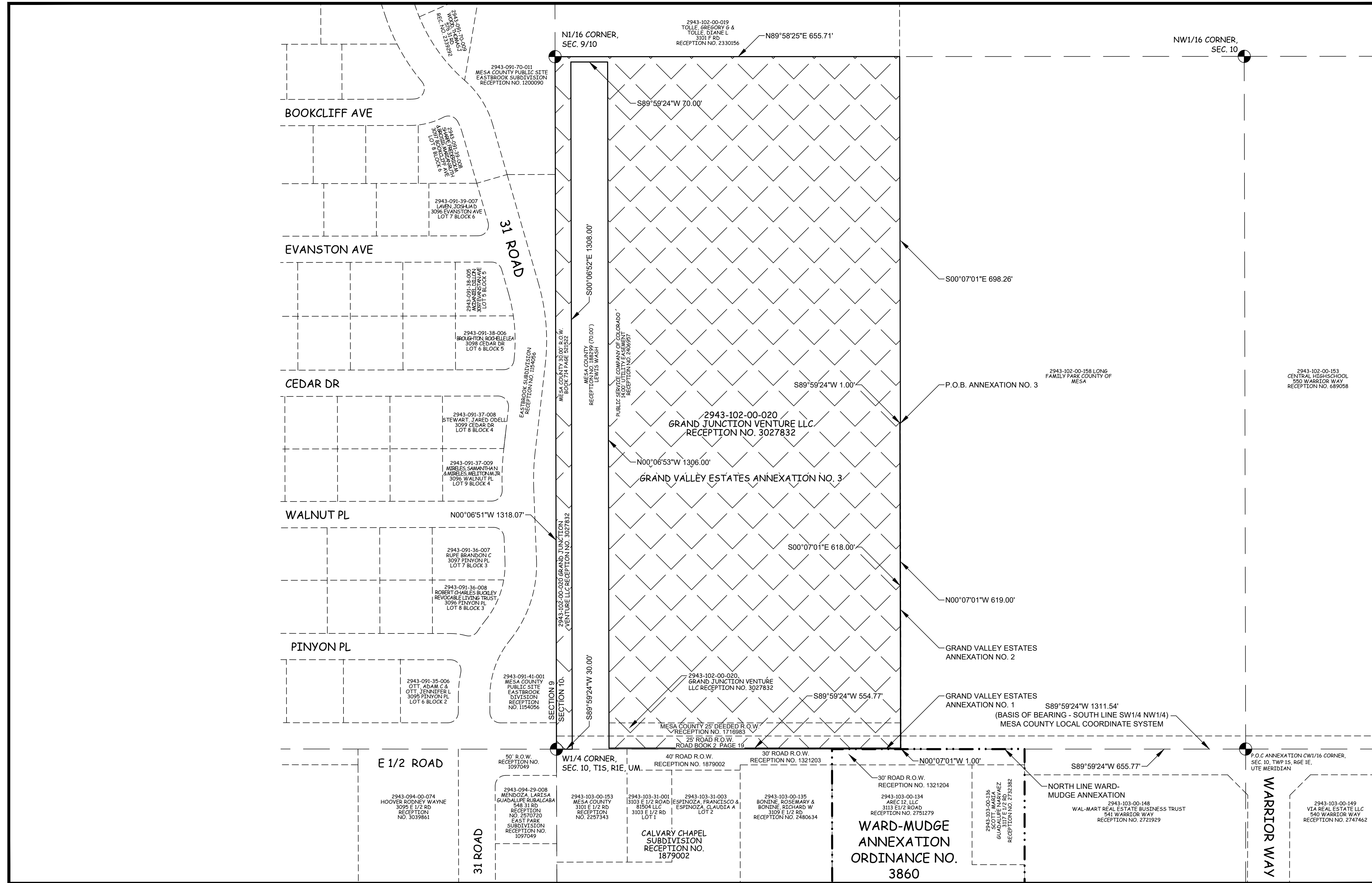
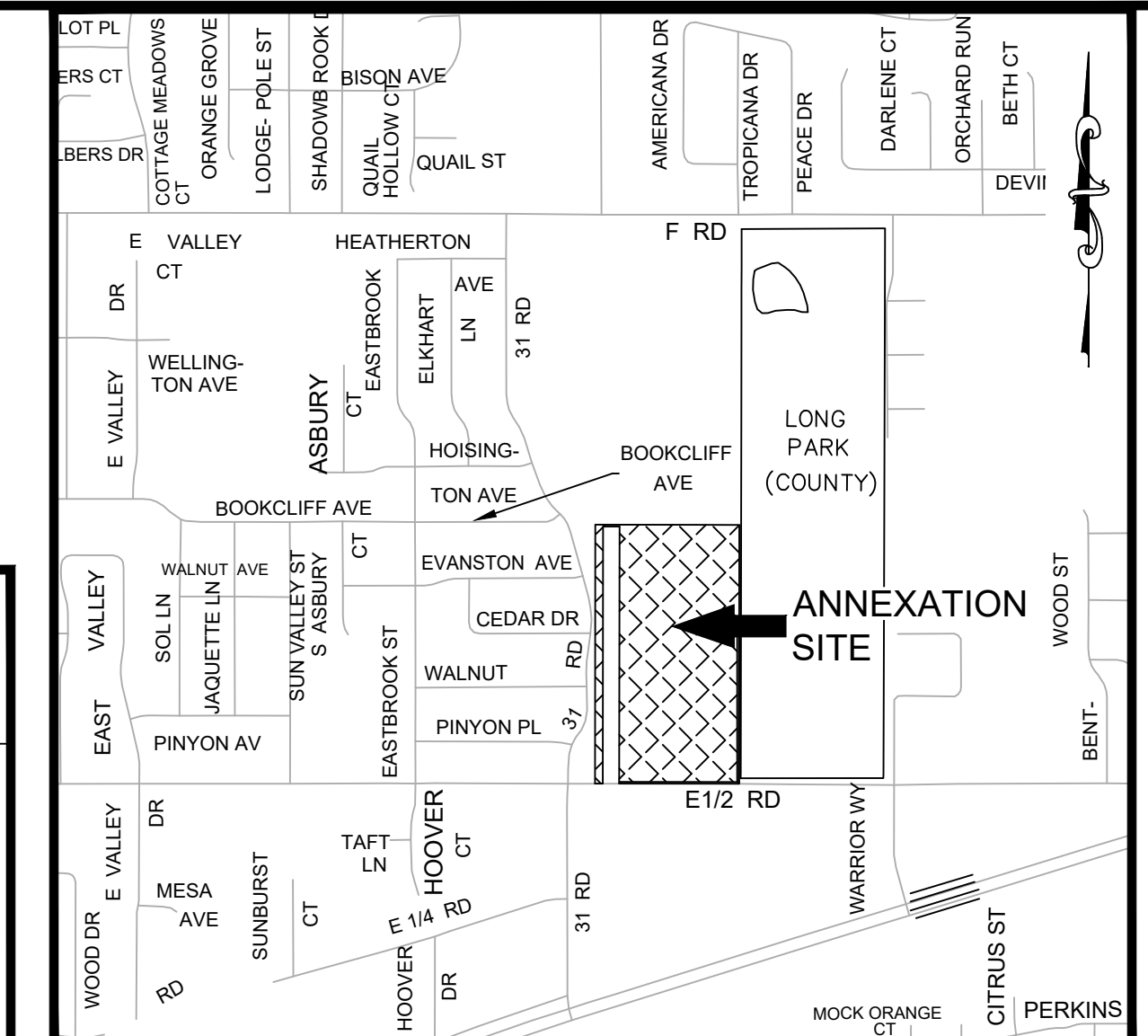
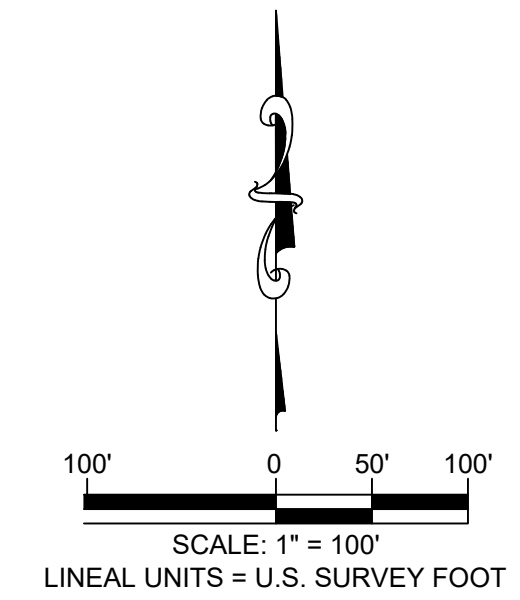


**PUBLIC WORKS ENGINEERING DIVISION**

**GRAND VALLEY ESTATES ANNEXATION NO. 2**  
Located in the W1/2 SW1/4 NW1/4 SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

# GRAND VALLEY ESTATES ANNEXATION NO. 3

Located in the W1/2 SW1/4 NW1/4 SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



### LEGAL DESCRIPTION

A parcel of land being a part of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Center-west 1/16 Corner of said Section 10 whence the West Quarter Corner of said Section 10 bears S89°59'24"W 1,311.54 feet with all other bearings relative thereto; thence S89°59'24"W a distance of 655.77 feet along the South line of the Southwest Quarter of the Northwest Quarter to a point on the North line of WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860, said point also being the Southwest Corner of GRAND VALLEY ESTATES ANNEXATION NO. 1, thence along the East line of said Annexation No. 1 N00°07'01"W a distance of 1.00 to the Northeast Corner of said Annexation No. 1 said point also being the Southeast Corner of GRAND VALLEY ESTATES ANNEXATION NO. 2; thence along the Eastern Boundary line of said Annexation No. 2 N00°07'01"W a distance of 619.00 feet to the Northeast Corner of said Annexation No. 2 being the Point of Beginning; thence along the Northern boundary line of said Annexation No. 2 for the following three (3) courses: 1) S89°59'24"W a distance of 1,000 feet 2) S00°07'01"E a distance of 618.00 feet 3) S89°59'24"W a distance of 554.77 feet to the Northwest Corner of said Annexation No. 2; thence, the following three (3) courses along the boundary of Reception Number 182899, 1) N00°06'53"W a distance of 1306.00 feet 2) S89°59'24"W a distance of 70.00 feet 3) S00°06'52"E a distance of 1308.00 to a point on said south line of the Southwest Quarter of the Northwest Quarter, thence S89°59'24"W a distance of 30.00 feet to the West Quarter Corner of said Section 10; thence along the West Line of said Section 10, N00°06'51"W a distance of 1318.07 feet to the North 1/16th Corner of Section 9 & said Section 10; thence along the North line of said Southwest Quarter of the Northwest Quarter, N89°58'25"E a distance of 655.71 feet to the northeast corner of Reception 3027832; thence S00°07'01"E a distance of 698.26 feet to the Point of Beginning.

Said Parcel of land CONTAINING 771,084 Square Feet or 17.702 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	6,559.81 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	1,173.77 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	771,084 FT <sup>2</sup>	EXISTING CITY LIMITS	
AREA IN ACRES	17.702		
AREA WITHIN R.O.W.	66,168 FT <sup>2</sup>		
	1.519 ACRES		
AREA WITHIN DEEDED R.O.W.	13,869 FT <sup>2</sup>		
	0.318 ACRES		

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

**ORDINANCE NO. PRELIMINARY**

**EFFECTIVE DATE PRELIMINARY**

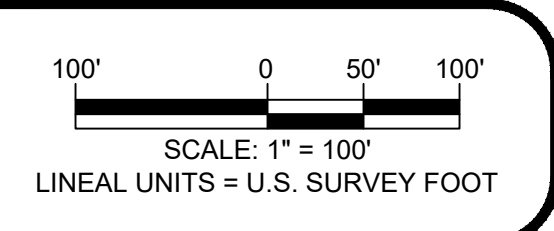
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**PRELIMINARY**

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

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DRAWN BY: MJH DATE: 10/24/2022  
DESIGNED BY: RBP DATE: 10/14/2022  
CHECKED BY: RBP DATE: 10/26/2022

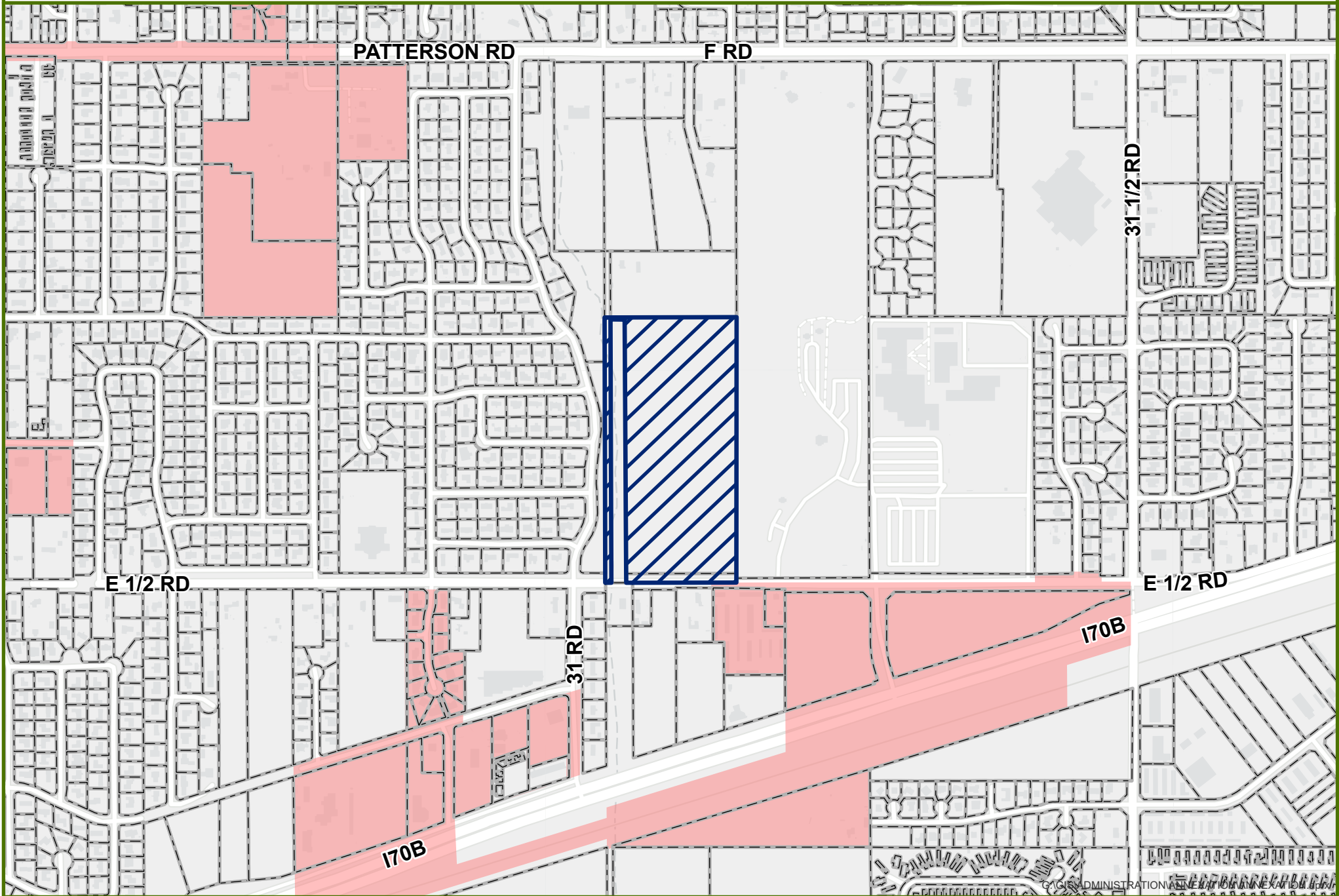


**PUBLIC WORKS ENGINEERING DIVISION**

**GRAND VALLEY ESTATES ANNEXATION NO. 3**

Located in the W1/2 SW1/4 NW1/4 SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

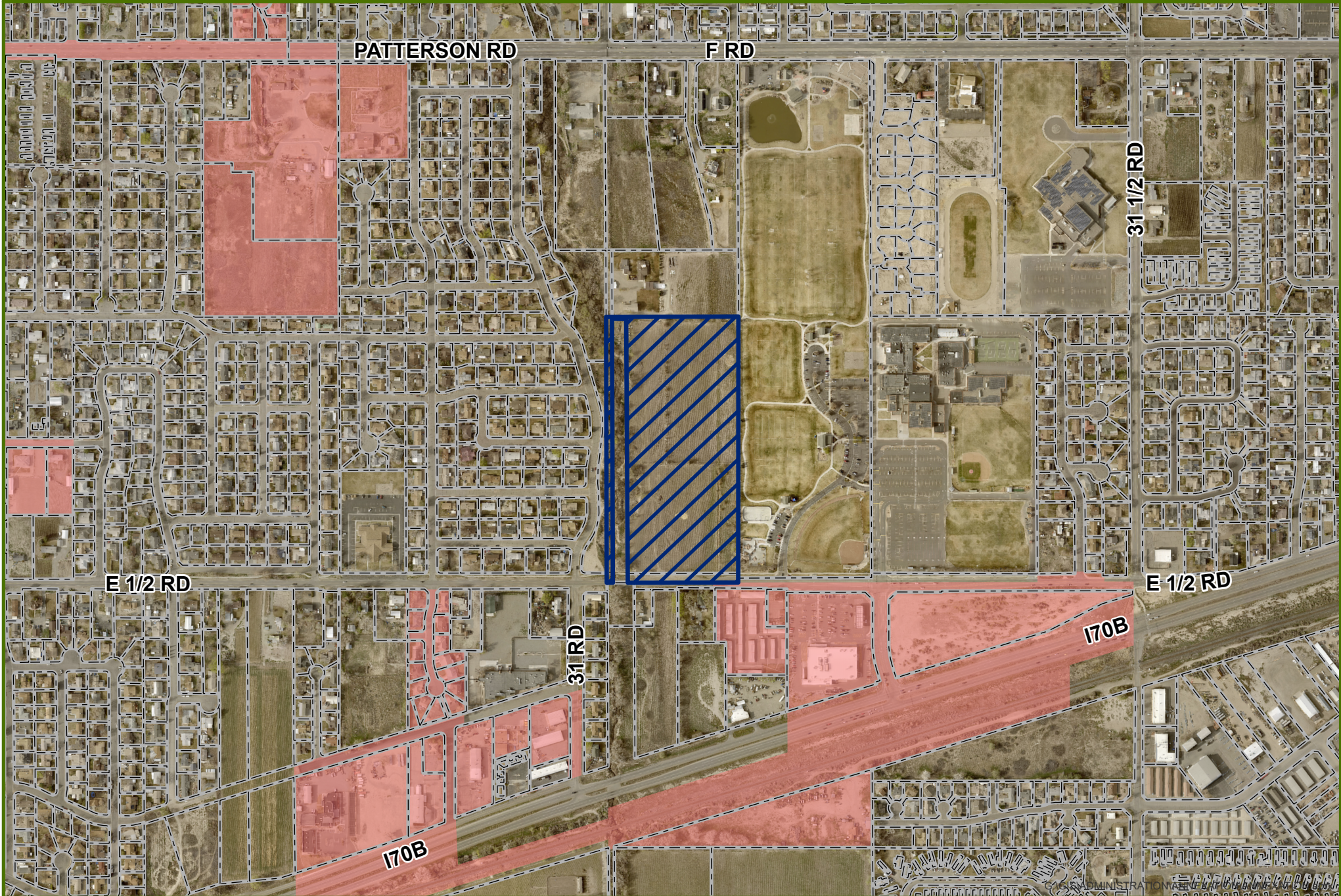
# GRAND VALLEY ESTATES ANNEXATION



0 0.1 0.2 Miles

 Annexation  City Limits

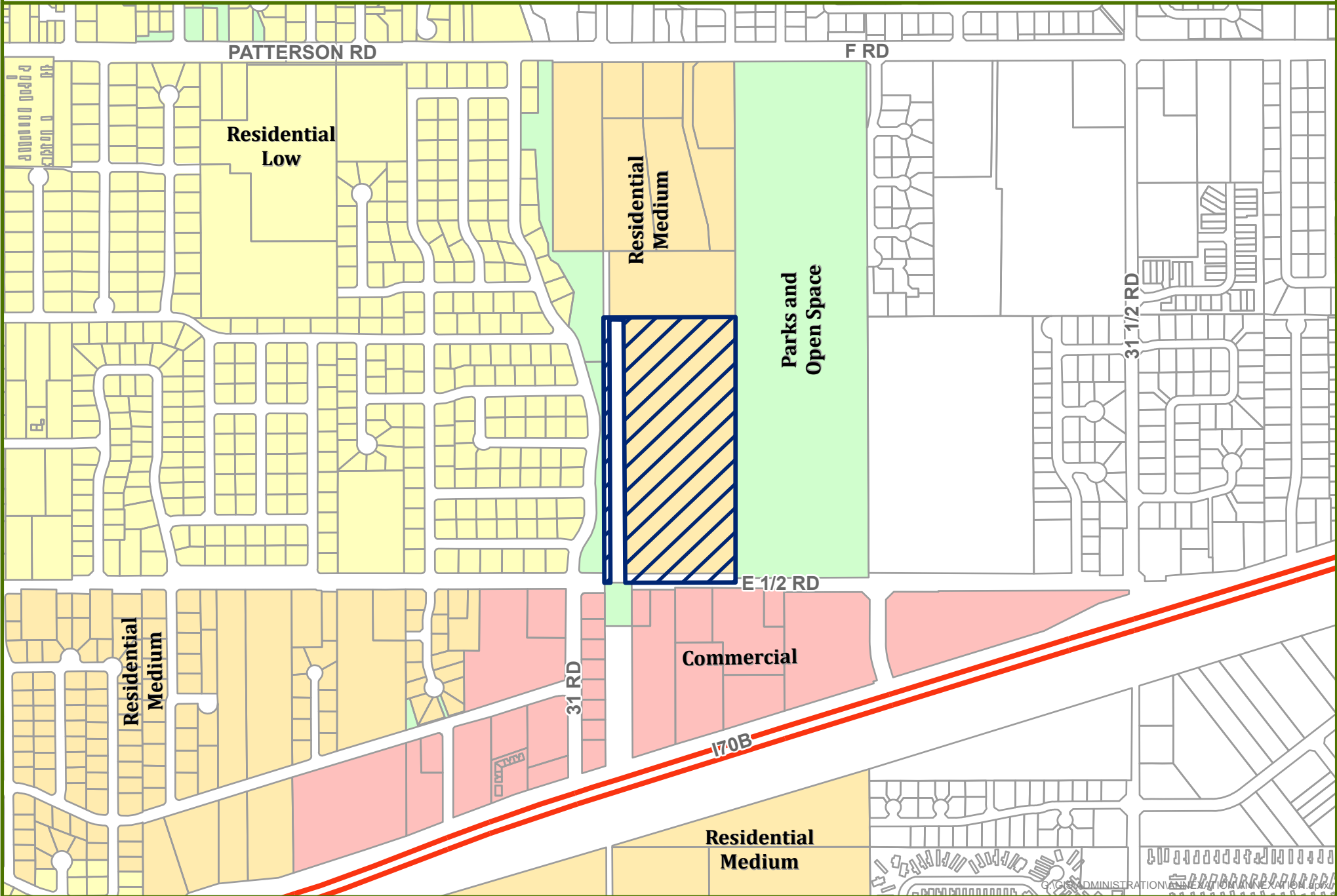
# GRAND VALLEY ESTATES ANNEXATION



0 0.1 0.2 Miles

 Annexation  City Limits

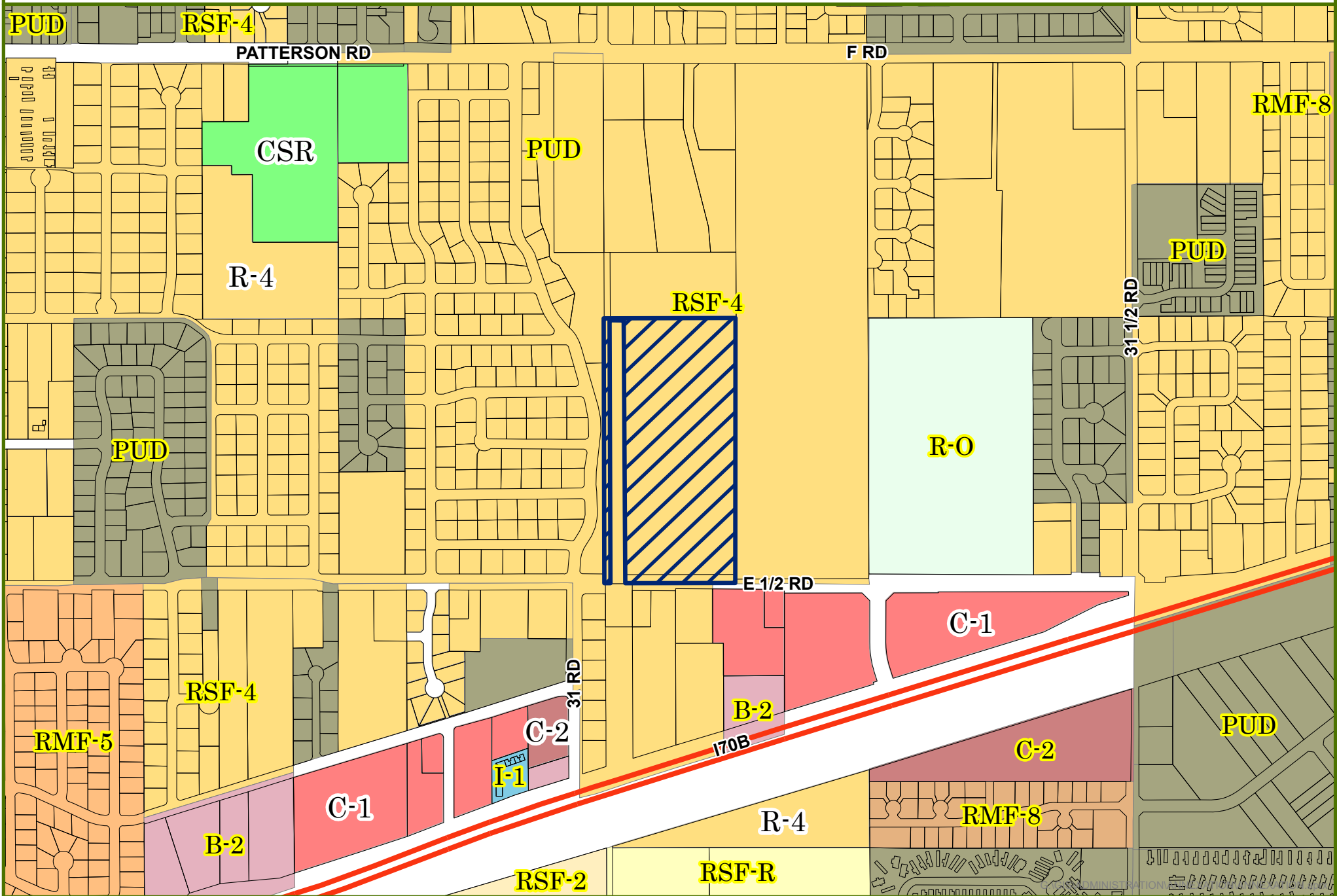
# GRAND VALLEY ESTATES ANNEXATION - LAND USE



0 0.1 0.2 Miles

 Annexation Boundary

# GRAND VALLEY ESTATES ANNEXATION - ZONING



0 0.1 0.2 Miles



Annexation

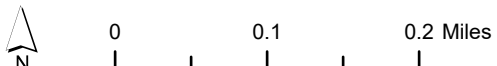
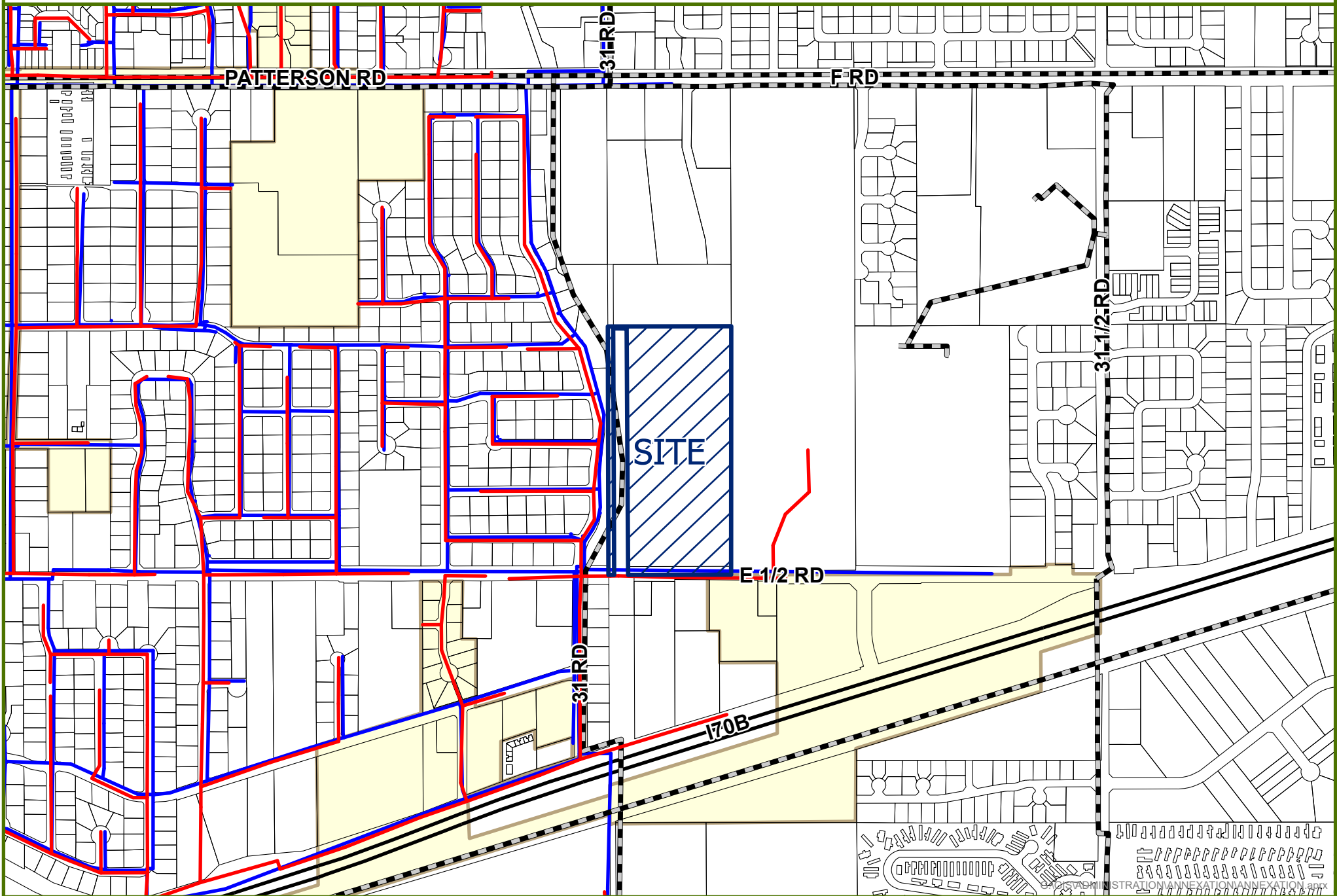
City Zoning  
Packet Page 46

County Zoning

Date Created: 11/22/2022



# GRAND VALLEY ESTATES ANNEXATION - UTILITIES



- NON-CITY FIBER
- SEWER
- CLIFTON WATER
- CITY LIMITS

Date Created: 11/22/2022





View of the subject property  
looking north from E ½ Road



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ZONING GRAND VALLEY ESTATES ANNEXATION  
TO R-12 (RESIDENTIAL – 12 DU/AC) ZONE DISTRICT**

**LOCATED ON PROPERTIES AT THE NORTHEAST CORNER OF 31 ROAD & E ½ ROAD**

Recitals:

The property owner has petitioned to annex 17.42 acres into the City limits. The annexation is referred to as the Grand Valley Estates Annexation.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended zoning the Grand Valley Estates Annexation R-12 (Residential – 12 du/ac) from County RSF-4 (Residential Single Family - 4). The Planning Commission found that R-12 conforms with the designation of *Residential Medium* as shown on the Land Use Map of the Comprehensive Plan, and conforms with the Comprehensive Plan's goals and policies, and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-12 (Residential – 12 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code for the property comprising the Grand Valley Estates Annexation.

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

THE 17.42 acre GRAND VALLEY ESTATES ANNEXATION in the City of Grand Junction, Colorado is hereby zoned as follows:

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
Grand Valley Estates Annexation**

A Serial Annexation comprising the Grand Valley Estates Annexation No. 1, Grand Valley Estates Annexation No. 2, and Grand Valley Estates Annexation No. 3

**Grand Valley Estates Annexation No. 1**

A parcel of land being a part of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Center-west 1/16 Corner of said Section 10 whence the West Quarter Corner of said Section 10 bears S89°59'24"W 1,311.54 feet with all other bearings relative thereto; thence S89°59'24"W a distance of 655.77 feet along the South line of said Southwest Quarter of the Northwest Quarter of said Section 10 to a point on the North boundary line of the WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860 being the Point of Beginning; thence continuing along said boundary line S89°59'24"W a distance of 131.40 feet to the Northwest Corner of said WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860; thence continuing along said South line of said Southwest Quarter of the Northwest Quarter S89°59'24"W a distance of 260.60'; thence the following three (3) courses: 1) N00°06'52"W a distance of 1.00 feet 2) N89°59'24"E a distance of 392.00 feet to a point on the East line of said Reception No. 3027832 3) S00°07'01"E a distance of 1.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 392 Square Feet or 0.009 Acres, more or less.

### **Grand Valley Estates Annexation No. 2**

A parcel of land being a part of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Center-west 1/16 Corner of said Section 10 whence the West Quarter Corner of said Section 10 bears S89°59'24"W 1,311.54 feet with all other bearings relative thereto; thence S89°59'24"W a distance of 655.77 feet along the South line of the Southwest Quarter of the Northwest Quarter of said Section 10 to a point on the North line of the WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860, said point also being the Southeast Corner of GRAND VALLEY ESTATES ANNEXATION NO. 1, thence along the East line of said Annexation NO. 1 N00°07'01"W a distance of 1.00 to the Northeast Corner of said Annexation NO. 1 being the Point of Beginning; thence S89° 59'24"W along the North line of said Annexation NO. 1 a distance of 392.00 feet to the Northwest Corner of said Annexation NO. 1; thence along the West line of said Annexation NO. 1 S00°06'52"E a distance of 1.00 feet to a point on the South line of the Southwest Quarter of the Northwest Quarter of said Section 10, said point is also the Southwest Corner of said Annexation NO. 1; thence along said South line of the Southwest Quarter of the Northwest Quarter S89°59'24"W a distance of 163.77 feet to a point on the West line of Reception No. 3027832 ; thence the following five (5) courses 1) along said West line N00°06'52"W a distance of 2.00 feet 2) N89°59'24"E a distance of 554.77.00 feet 3) N00°07'01"W a distance of 618.00 feet 4) N89°59'24"E a distance of 1.00 feet to a point on the East line of said Reception No. 3027832 5) along said East line S00°07'01"E a distance of 619.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 1,337 Square Feet or 0.031 Acres, more or less.

### **Grand Valley Estates Annexation No. 3**

A parcel of land being a part of the West Half of the Southwest Quarter of the Northwest Quarter (W1/2 SW1/4 NW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Center-west 1/16 Corner of said Section 10 whence the West Quarter Corner of said Section 10 bears S89°59'24"W 1,311.54 feet with all other bearings relative thereto; thence S89°59'24"W a distance of 655.77 feet along the South line of the Southwest Quarter of the Northwest Quarter to a point on the North line of WARD-MUDGE ANNEXATION, ORDINANCE NO. 3860, said point also being the Southwest Corner of GRAND VALLEY ESTATES ANNEXATION NO. 1 , thence along the East line of said Annexation NO. 1 N00°07'01"W a distance of 1.00 to the Northeast Corner of said Annexation NO. 1 said point also being the Southeast Corner of GRAND VALLEY ESTATES ANNEXATION NO. 2; thence along the Eastern Boundary line of said Annexation NO. 2 N00°07'01"W a distance of 619.00 feet to the Northeast Corner of said Annexation NO. 2 being the Point of Beginning; thence along the Northern boundary line of said Annexation NO. 2 for the following three (3) courses 1) S89°59'24"W a distance of 1.00 feet 2) S00°07'01"E a distance of 618.00 feet 3) S89°59'24"W a distance of 554.77 feet to the Northwest Corner of said Annexation NO. 2; thence, the following three (3) courses along the boundary of Reception Number 188299, 1) N00°06'53"W a distance of 1306.00 feet 2) S89°59'24"W a distance of 70.00 feet 3) S00°06'52"E a distance of 1308.00 to a point on said south line of the Southwest Quarter of the Northwest Quarter, thence S89°59'24"W a distance of 30.00 feet to the West Quarter Corner of said Section 10; thence along the West Line of said Section 10, N00°06'51"W a distance of 1318.07 feet to the North 1/16th Corner of Section 9 & said Section 10; thence along the North line of said Southwest Quarter of the Northwest Quarter, N89°58'25"E a distance of 655.71 feet to the northeast corner of Reception 3027832; thence S00°07'01"E a distance of 698.26 feet to the Point of Beginning.

Said Parcel of land CONTAINING 771,084 Square Feet or 17.702 Acres, more or less.

**INTRODUCED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and ordered published in pamphlet form.

\_\_\_\_\_  
Anna M. Stout  
President of the City Council

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #2.b.ii.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Daniella Acosta, Senior Planner  
**Department:** Community Development  
**Submitted By:** Dani Acosta, Senior Planner

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**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 Roy's RV Annexation of 1.45 Acres, Located on Property 2795 Riverside Parkway, and Setting a Public Hearing for February 15, 2023

**RECOMMENDATION:**

Staff recommends adoption of a resolution referring the petition for the Roy's RV Annexation, introducing the proposed Ordinance and setting a hearing for February 15, 2023.

**EXECUTIVE SUMMARY:**

The Applicant, Roy A. Laplante, III, is requesting to annex his property at 2795 Riverside Parkway. There is no road right-of-way included in this annexation request. The owner is requesting annexation in anticipation of constructing a recreational vehicle (RV) and boat storage facility, which constitutes "annexable development" and as such will be annexed in accordance with the Persigo Agreement. The request for zoning will be considered separately by City Council but concurrently with the annexation request and is currently scheduled to be heard by the City Council on February 15, 2023.

**BACKGROUND OR DETAILED INFORMATION:**

The Applicant, Roy A. Laplante, III, has requested annexation of his property into the City limits, located at 2795 Riverside Parkway in City Center, in anticipation of future development of an RV and boat storage facility. There is no road right-of-way area included in the annexation.

The entire annexation consists of property of 1.45 acres. The Applicant is currently

requesting a zone of annexation to I-1 (Light Industrial). The property has an existing residential building, which will be converted into a business residence containing the business office for the future RV and boat storage facility, as well as two large open-face structures along the western property line. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – January 4, 2023
- Planning Commission considers Zone of Annexation – January 10, 2023
- Introduction of a Proposed Ordinance on Zoning by City Council – January 18, 2023
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – February 15, 2023
- Effective date of Annexation and Zoning – March 19, 2023

The property is currently adjacent to the existing City limits. The property owner has signed a petition for annexation.

## **FINDINGS**

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 Roy's RV Annexation is eligible to be annexed because of compliance with the following:

1. 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 the property or 100% of the owners and includes 100% of the property described excluding right-of-way.
2. Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits.  
Fifty percent of the perimeter of the Roy's RV Annexation is contiguous with the City limits, exceeding the 1/6 contiguity requirements for the annexations.
3. 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.
4. The area is or will be urbanized in the near future.  
The property owner is currently planning for development to build a RV and boat storage facility, renting out storage units.

5. The area is capable of being integrated with the City.  
The proposed annexation is adjacent to the city limits on two sides and has direct access to Riverside Parkway. Utilities and City services are also available and currently serving the property.

6. No land held in identical ownership is being divided by the proposed annexation. The entire property owned by the applicant is being annexed.

7. No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioner has granted consent to the City to annex the property.

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

**FISCAL IMPACT:**

Fiscal impact estimates will be provided at 2nd Reading of the annexation ordinance.

**SUGGESTED MOTION:**

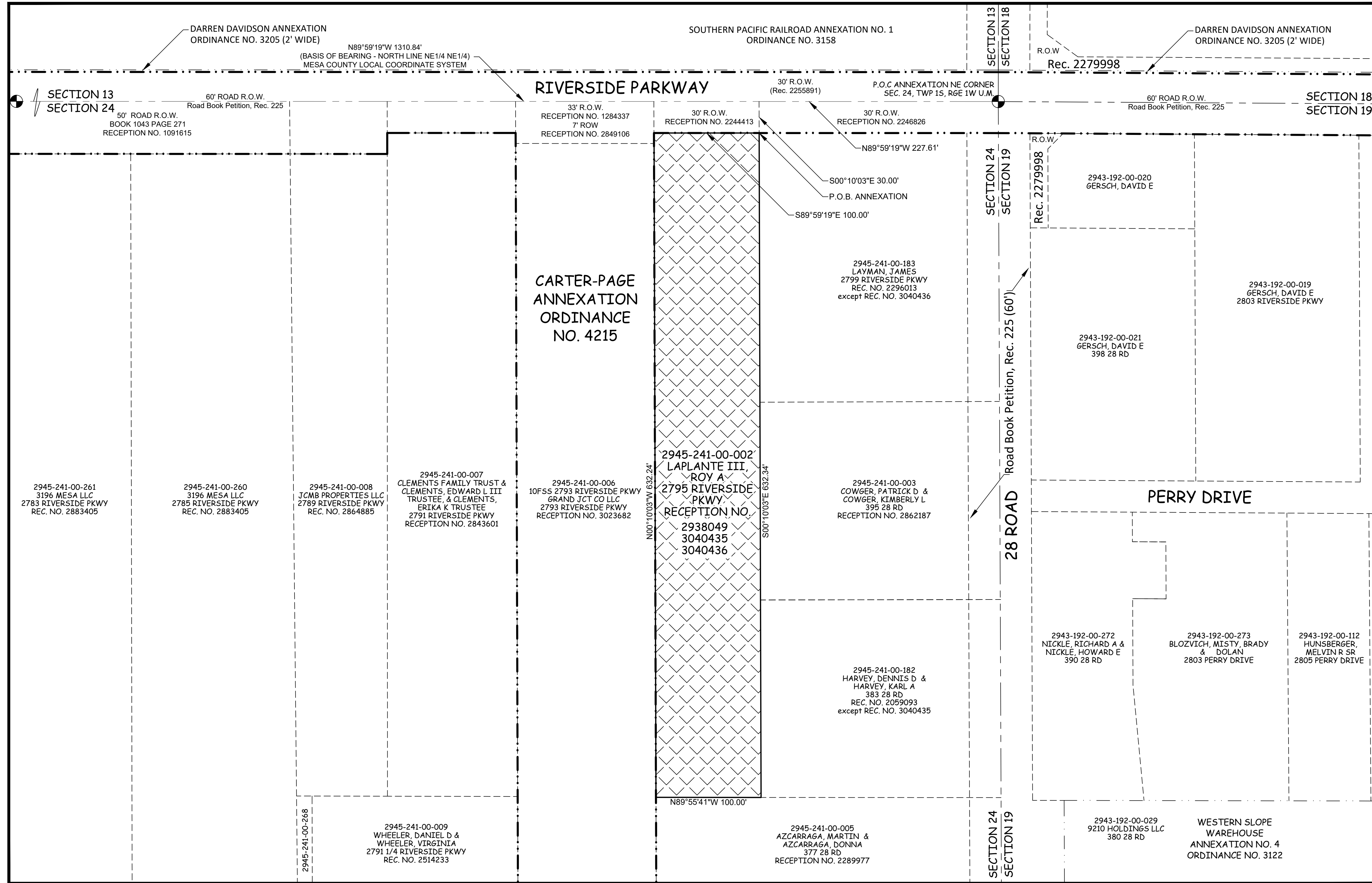
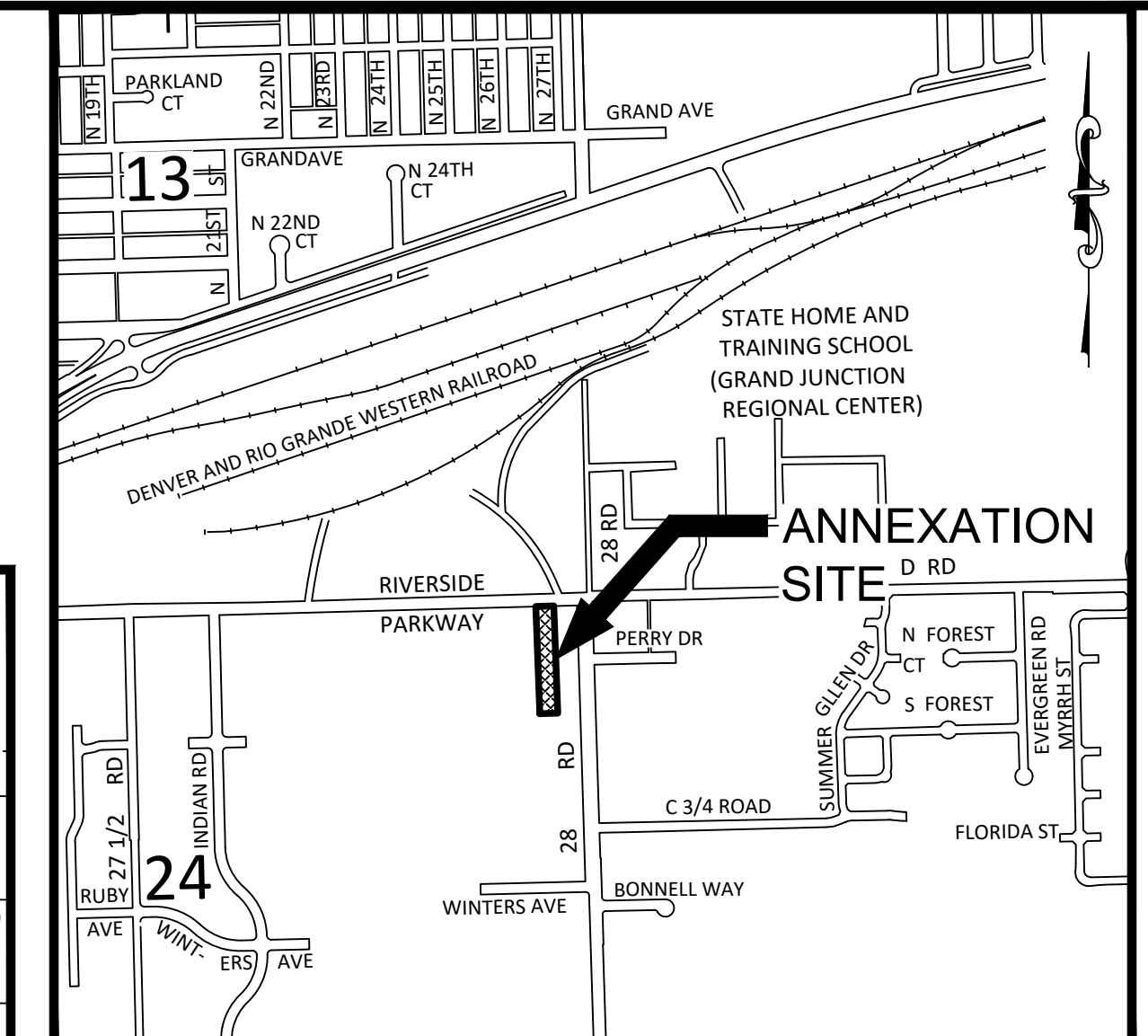
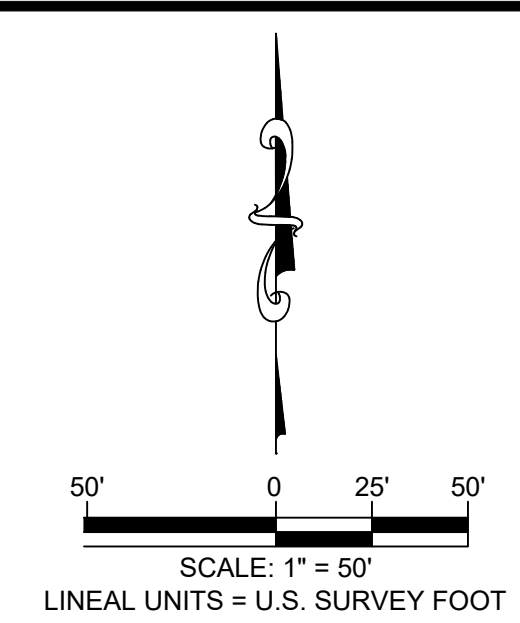
I move to (adopt/deny) Resolution No. 01-23, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over the Roy's RV Annexation, approximately 1.45 acres, located at 2795 Riverside Parkway, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Roy's RV Annexation, approximately 1.45 acres, located 2795 Riverside Parkway, and set a hearing for February 15, 2023.

**Attachments**

1. Annexation Map
2. Annexation Schedule and Summary Table
3. Resolution - Referral of Petition (Land Use Control)
4. Roy's RV Annexation Ordinance
5. Site Maps and Picture

# ROY'S RV ANNEXATION

Located in the NE1/4 NE1/4, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**SITE LOCATION MAP** SCALE: 1" = 300'

**LEGAL DESCRIPTION**

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) courses: 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) courses: 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING **63,229** Square Feet or **1.45** Acres, more or less.

**AREAS OF ANNEXATION**

ANNEXATION PERIMETER	1,464.58 FT.
CONTIGUOUS PERIMETER	732.24 FT.
AREA IN SQUARE FEET	63,229 FT <sup>2</sup>
AREA IN ACRES	1.45

**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	RAD.	RADIUS
SEC.	SECTION	ARC	ARC LENGTH
TWP.	TOWNSHIP	CHD.	CHORD LENGTH
RGE.	RANGE	CHB.	CHORD BEARING
U.M.	UTE MERIDIAN	BLK.	BLOCK
NO.	NUMBER	P.B.	PLAT BOOK
REC.	RECEPTION NUMBER	BK.	BOOK
		PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

**ORDINANCE NO. PRELIMINARY**

**EFFECTIVE DATE PRELIMINARY**

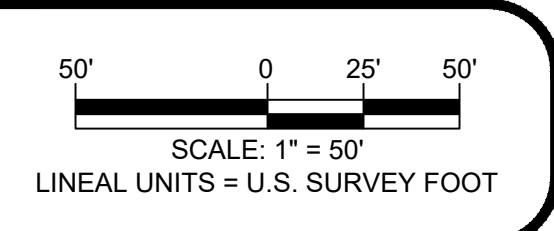
**NOTE:**  
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS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

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

**THIS IS NOT A BOUNDARY SURVEY**

**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: MJH DATE: 11/01/2022  
DESIGNED BY: RBP DATE: 10/28/2022  
CHECKED BY: RBP DATE: 11/03/2022



**PUBLIC WORKS ENGINEERING DIVISION**

**ROY'S RV ANNEXATION**  
Located in the NE1/4 NE1/4, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

ROY'S ANNEXATION SCHEDULE			
<b>January 4<sup>th</sup>, 2023</b>	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
<b>January 10<sup>th</sup>, 2023</b>	Planning Commission Considers Zone of Annexation		
<b>January 18<sup>th</sup>, 2023</b>	City Council Intro Proposed Zoning Ordinance		
<b>February 15<sup>th</sup>, 2023</b>	City Council Accept Petition/Annex and Zoning Public Hearing		
<b>March 19<sup>th</sup>, 2023</b>	Effective date of Annexation and Zoning		
ANNEXATION SUMMARY			
File Number	ANX-2019-269		
Location	3095 D ½ Road		
Tax ID Number(s)	2943-164-00-056		
Number of Parcel(s)	1		
Existing Population	2		
No. of Parcels Owner Occupied	1		
Number of Dwelling Units	1		
Acres Land Annexed	14.83		
Developable Acres Remaining	14.83		
Right-of-way in Annexation	31 Road		
Previous County Zoning	RSF-R		
Proposed City Zoning	R-8 and C-1		
Surrounding Zoning:	North:	RSF-2 and R-5 (City)	
	South:	RSF-R	
	East:	RSF-R	
	West:	RSF-R	
Current Land Use	Single-family residential/agricultural		
Proposed Land Use	Single-family residential and Commercial		
Surrounding Land Use:	North:	Single-family residential	
	South:	Single-family residential	
	East:	Single-family residential	
	West:	Single-family residential	
Comprehensive Plan Designation:	Neighborhood Center		
Zoning within Comprehensive Plan Designation:	Yes:	X	No:
Values:	Assessed	\$142,550	
	Actual		
Address Ranges			
Special Districts:	Water	Ute	
	Sewer	Persigo	
	Fire	Clifton	
	Irrigation/Drainage	GVID & GVDD/5-2-1	
	School	School District 51	
	Pest	Grand River Mosquito Control District	



**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 4<sup>th</sup> day of January 2023, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. 01-23**

**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**

**ROY'S RV ANNEXATION**

**APPROXIMATELY 1.45 ACRES  
LOCATED AT 2795 RIVERSIDE PARKWAY**

WHEREAS, on the 4<sup>th</sup> day of January, 2023, 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:

**ROY'S RV ANNEXATION**

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) course's 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) course's 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,229 Square Feet or 1.45 Acres, more or less.

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 15<sup>th</sup> day of February, 2023, in the City Hall auditorium, located at 250 North 5<sup>th</sup> 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 4<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
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><b>DATES PUBLISHED</b></i>
<b>January 6<sup>th</sup>, 2023</b>
<b>January 13<sup>th</sup>, 2023</b>
<b>January 20<sup>th</sup>, 2023</b>
<b>January 27<sup>th</sup>, 2023</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO  
ROY'S RV ANNEXATION**

**LOCATED ON PROPERTIES AT 2795 RIVERSIDE PARKWAY  
APPROXIMATELY 1.45 ACRES**

**WHEREAS**, on the 4<sup>th</sup> day of January, 2023, 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 \_\_\_\_\_, 2023; 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:

**ROY'S RV ANNEXATION**  
**EXHIBIT A**

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) course's 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) course's 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,229 Square Feet or 1.45 Acres, more or less.

**INTRODUCED** on first reading on the 4<sup>th</sup> day of January 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_ 2023 and ordered published in pamphlet form.

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

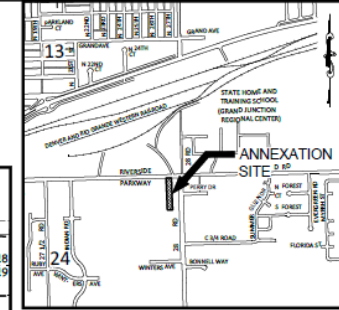
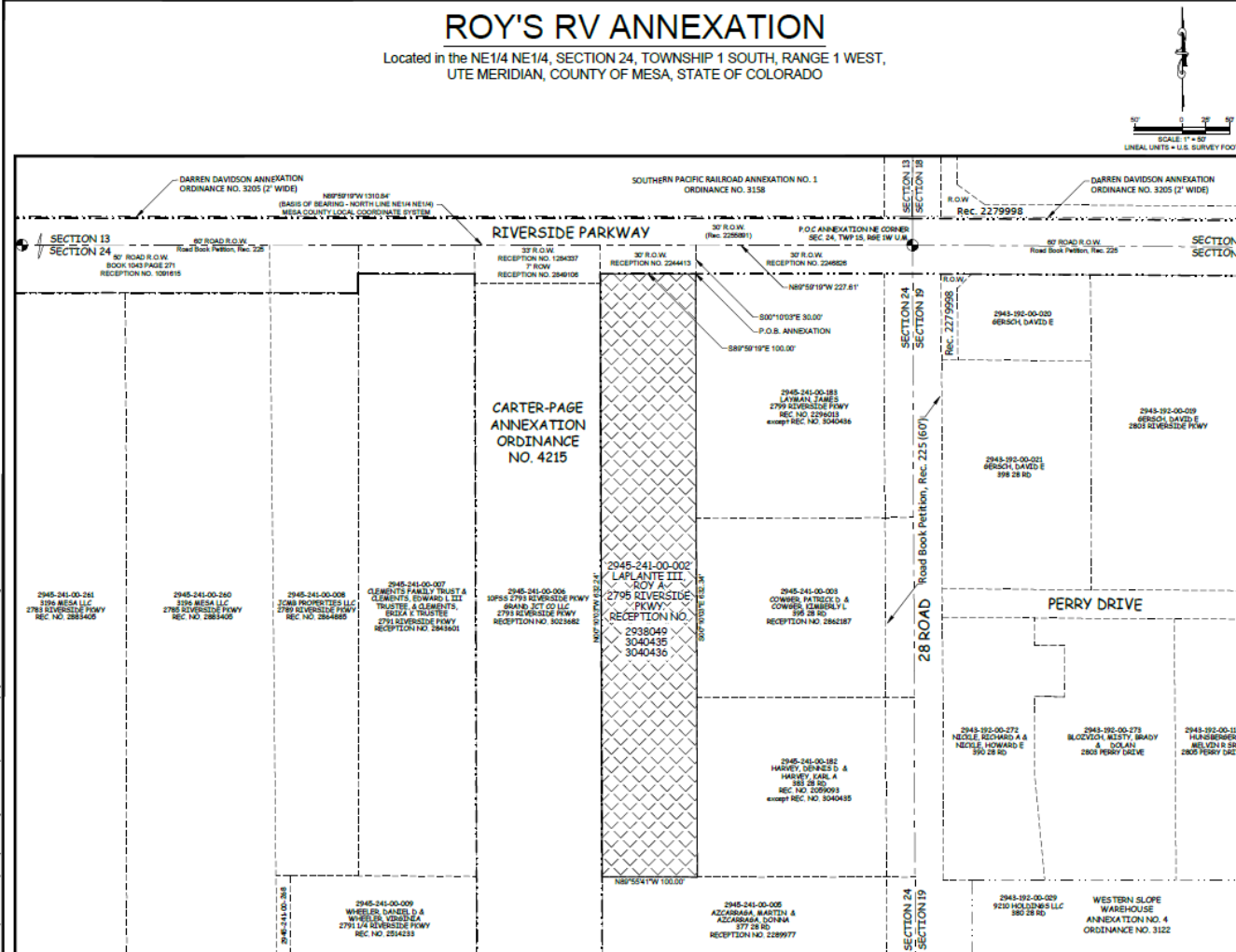
Attest:

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

# EXHIBIT A

## ROY'S RV ANNEXATION

Located in the NE1/4 NE1/4, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**LEGAL DESCRIPTION**

A parcel of land being Reception Number 293849 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 have 88°59'19" W 1,313.84 feet with other bearings relative thereto; thence N89°59'19" W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24, thence S0°10'03" E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 293849 and being the Point of Beginning; thence the following: (1) S89°59'19" E a distance of 632.24 feet (2) N89°59'19" W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following: (1) N89°59'19" E a distance of 632.24 feet (2) S89°59'19" E a distance of 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,222 Square Feet or 1.44 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,464.58 FT.	ANNEXATION BOUNDARY	- - - - -
CONTIGUOUS PERIMETER	792.00 FT.	ANNEXATION AREA	[Cross-hatch pattern]
AREA IN SQUARE FEET	63,229 FT <sup>2</sup>	EXISTING CITY LIMITS	- - - - -
AREA IN ACRES	1.45		

SURVEY ABBREVIATIONS		SQ. FT. SQUARE FEET	
P.O.C.	POINT OF COMMENCEMENT	SP	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHL	CHORD LENGTH
TWP.	TOWNSHIP	CBR	CHORD BEARING
RGE.	RANGE	BLN	BLOCK
U/M	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BC	BOOK
REC.	RECEPTION NUMBER	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

<b>ORDINANCE NO.</b> PRELIMINARY	<b>EFFECTIVE DATE</b> PRELIMINARY
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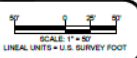
**NOTE:**  
THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS AND DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAN OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT DATE  
STATE OF COLORADO - P.L.S. NO. 30288 DATE  
FOR THE CITY OF GRAND JUNCTION  
325 WEST AVENUE - BLOCK C  
GRAND JUNCTION, CO. 81501

**THIS IS NOT A BOUNDARY SURVEY**

**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.

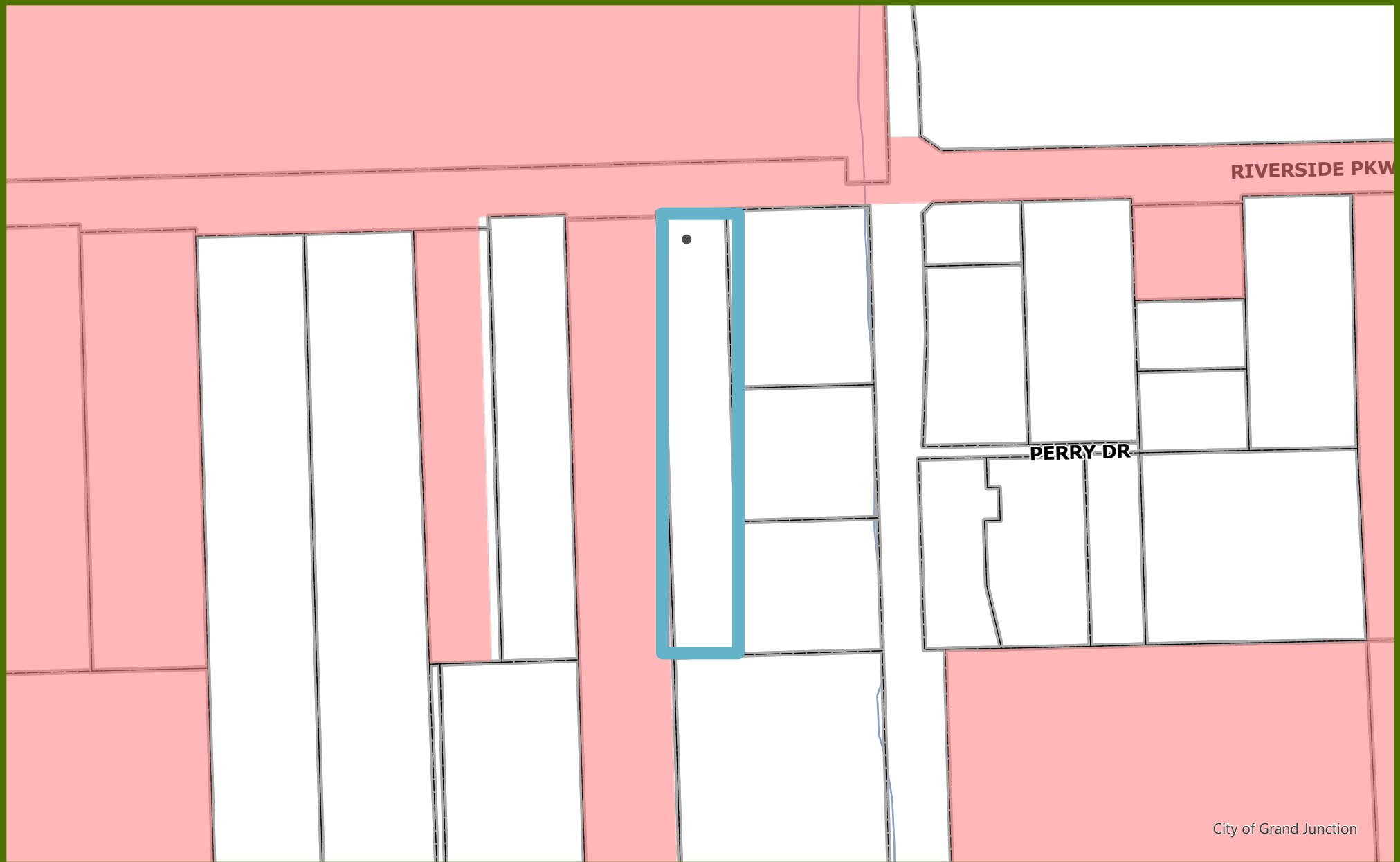
DRAWN BY: M.H. DATE: 11/01/2022  
DESIGNED BY: B.S.P. DATE: 10/26/2022  
CHECKED BY: B.S.P. DATE: 11/03/2022



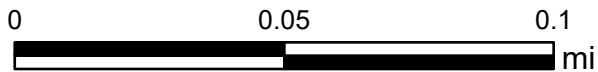
**PUBLIC WORKS  
ENGINEERING DIVISION**

**ROY'S RV ANNEXATION**  
Located in the NE1/4 NE1/4, SECTION 24,  
TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

# Roy's RV Annexation



City of Grand Junction

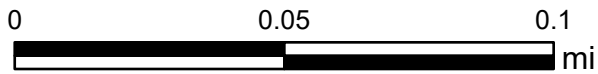
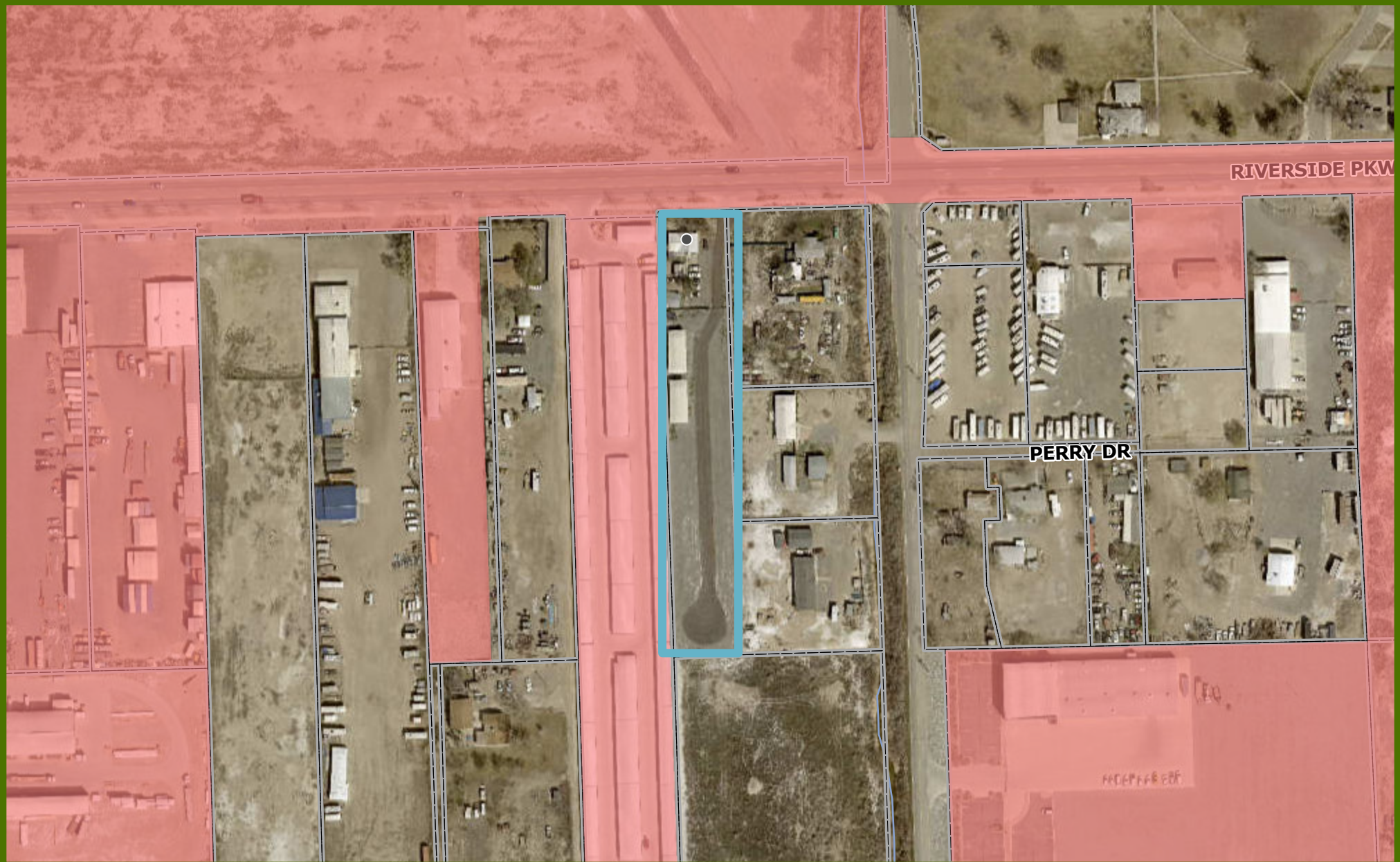


Printed: 12/20/2022  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 64



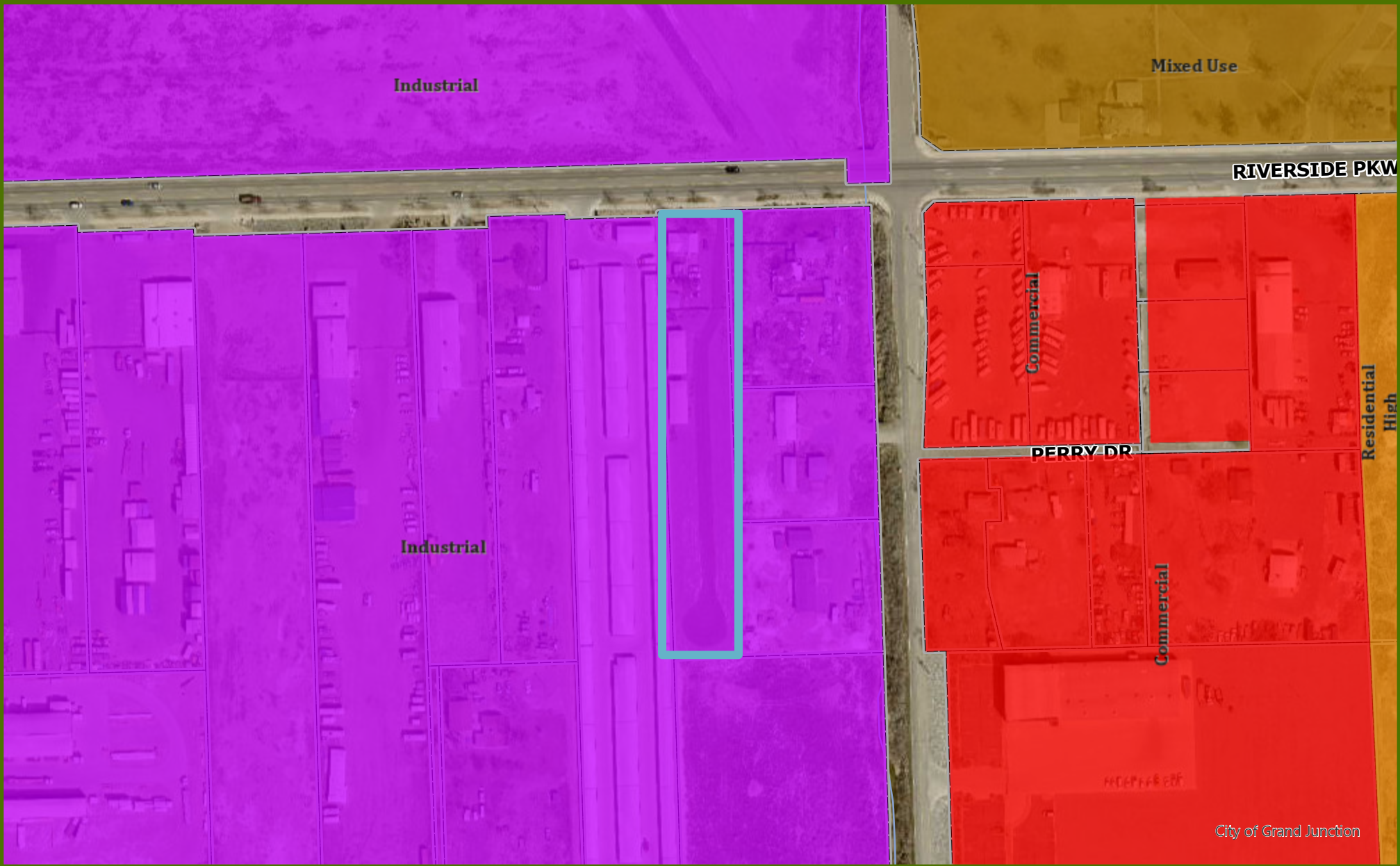


# Roy's RV Annexation - Aerial Map



Printed: 12/20/2022  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 65

# Roy's RV Annexation - Land Use



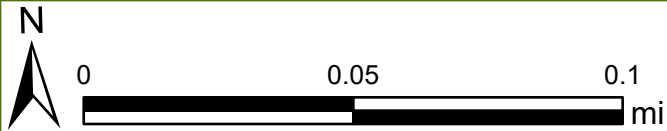
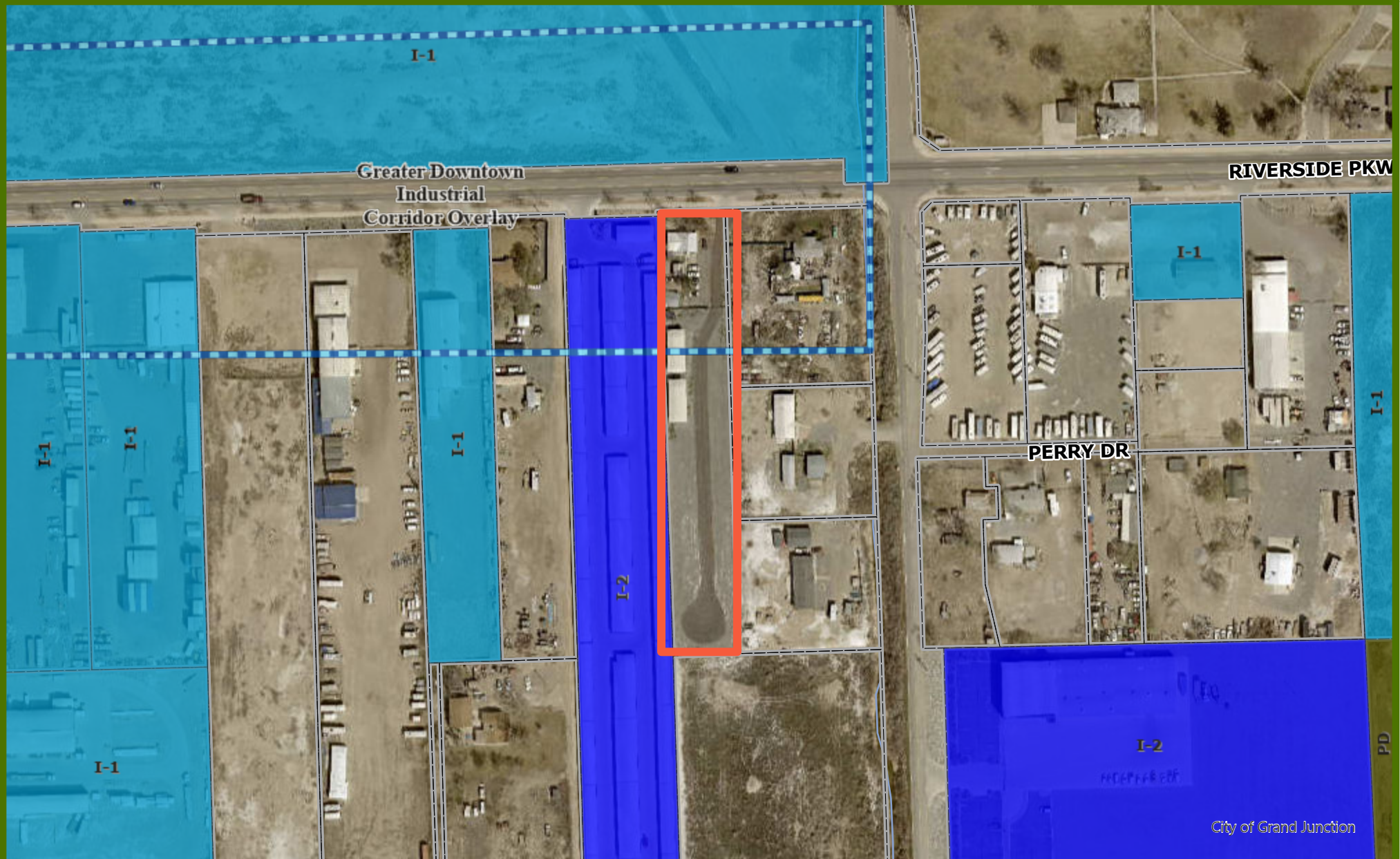
City of Grand Junction



Printed: 12/20/2022  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 66



# Roy's RV Annexation - Zoning



Printed: 12/20/2022  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 67



**Looking southwest from Riverside Parkway**



**Grand Junction City Council**

**Regular Session**

**Item #3.a.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Shelley Caskey, Human Resources Director  
**Department:** Human Resources  
**Submitted By:** Shelley Caskey, Human Resources Director

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**Information**

**SUBJECT:**

Marathon Health Clinic Contract Renewal

**RECOMMENDATION:**

Staff recommends renewal of the City's service contract with Marathon Health for five years in addition to expansion of service hours at the clinic from 30 hours to 40 hours per week.

**EXECUTIVE SUMMARY:**

Since 2018, the City has contracted with Marathon Health to provide medical and behavioral health services via the Sage Health and Wellness Center (Sage) to employees, spouses, and dependents enrolled in the City's health insurance plan. Sage opened in 2019 at 30 hours per week, staffed with a 0.75 FTE medical provider, a 0.75 FTE medical assistant, and a .5 FTE behavioral health provider.

The stated goal of the program is to offer "a convenient, no-cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs." As of November 2022, 68 percent of employees and 30 percent of spouses are actively utilizing the services provided at Sage. Grand Junction's employee engagement levels exceed Marathon Health's book of business benchmark for near-site health centers, which is 54 percent.

Based on program success to date, staff would like to renew the service contract with Marthon Health for five years at favorable rates for the annual fee (3 percent annual increase for 2023-2025 and 4 percent for 2026-2027). In addition, staff are requesting approval to increase health center hours to full-time (40 hrs/week). This would change the staffing model to a 1.0 FTE provider and a 1.0 FTE medical assistant, while keeping the behavioral health provider at .5 FTE.

## **BACKGROUND OR DETAILED INFORMATION:**

The City has contracted with Marathon since 2018 to provide medical and behavioral health services via the Sage Health and Wellness Center (Sage) to employees, spouses and dependents enrolled in the City's health insurance plan. Renewal of this contract requires council approval. Staff is recommending renewal of a service contract with Marathon Health for five years. Additionally, staff is recommending Council approval to expand the hours at Sage from 30 hours per week, to 40 hours per week.

The stated goal of the program is to offer "a convenient, no-cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs." As of November 2022, 68 percent of employees and 30 percent of spouses are actively utilizing the services provided at Sage. Grand Junction's employee engagement levels exceed Marathon Health's book of business benchmark for near-site health centers, which is 54 percent.

Beyond addressing physical health concerns and preventative care, Sage is also effectively improving access to behavioral health services in a time of national attention on mental health challenges. In the primary care model at Sage, evidence-based screening tools are used routinely to screen for depression and anxiety.

In addition to medical and behavioral health services delivered, Marathon Health has been a valued partner to the City by providing:

- Annual drive-through flu clinics
- COVID testing and triage
- DOT physicals
- Mass biometric screenings
- Health programming, such as webinars and mindfulness programs
- Wellness incentive program tracking and reporting

Sage opened in April 2019 at 30 hours per week, staffed with 0.75 FTE medical provider, a 0.75 FTE medical assistant, and a 0.5 FTE licensed behavioral health counselor. The health center is closed on Monday and Friday afternoons. Based on program success to date, staff is requesting approval to increase health center hours to full-time (40 hrs/week) at an incremental cost of \$112,157. This would change the staffing model to a 1.0 FTE provider and a 1.0 FTE medical assistant, while keeping the behavioral health provider at .5 FTE.

**Expected impact of approval**– By increasing the hours at Sage and maintaining our relationship with Marathon Health, the following positive outcomes are expected:

- Improved patient experience – health center staff will be able to respond to requests within normal business hours, eliminating the gap from Friday lunch until Tuesday morning
- Enhanced primary care – hours that are more aligned with other healthcare options will allow Sage to provide more access and continuity of care, including prescription refills, follow-up from test results, and acute care

- Increased health center volume by capturing Monday and Friday visits, typically busier days for healthcare facilities
- Avoid urgent care visits over the long weekend
- Increase capacity for staff to provide biometric screening, flu vaccine clinics, and other health programs and events

The most significant financial advantage of the health center strategy is the downstream cost avoidance of population health improvement. By managing chronic conditions and identifying and reducing health risks, Marathon Health has proven savings of \$1,292 PMPY (per member per year) across its book of business. Extensive claims analysis shows that members engaged at Marathon Health’s service cost on average 21 percent less than members not engaged when adjusted for risk.

Staff recommends renewal of the service contract with Marathon Health for five years at favorable rates for the annual fee (Three percent annual increase for 2023-2025 and Four percent for 2026-2027). Staff also requests approval of the increased health center hours to 40 hours per week. A summary of costs is provided below:

Current annual fees	\$517,200
3% annual fee increase for 2023	\$532,716
Fee increase to expand hours	\$117,512
Total 2023 annual fee	\$650,228*
Subsequent annual fee increases: 3% (2024, 2025), 4% (2026, 2027)	

*\*Funding is included in 2023 adopted budget.*

**FISCAL IMPACT:**

Contract costs for 2023 are \$650,228 and these funds are included in the 2023 adopted budget. Subsequent annual fee increases: 3% ( 2024, 2025), 4% (2026, 2027).

**SUGGESTED MOTION:**

I move to (approve/deny) the renewal of and authorize the City Manager to sign a service contract with Marathon Health for five years in addition to expansion of the health clinic hours from 30 hours per week, to 40 hours per week.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Greg Caton, City Manager, Trenton Prall, Public Works Director, Jay Valentine, General Services Director  
**Department:** City Manager's Office  
**Submitted By:** Jay Valentine, General Services Director

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**Information**

**SUBJECT:**

A Resolution Affirming the Purchase of 244 N 7th Street

**RECOMMENDATION:**

Staff recommends City Council adopt the resolution approving the purchase of 244 N. 7th Street for \$1,400,000.

**EXECUTIVE SUMMARY:**

The Public Works department has outgrown the current space at 333 West Avenue, Unit C. The purchase of the building and property at 244 N. 7th Street, Grand Junction, Colorado, will allow the Public Works department to better serve the community from a central downtown location close to City Hall and 910 Main.

**BACKGROUND OR DETAILED INFORMATION:**

Public Works Engineering Division moved from City Hall into 333 West Avenue, Building C in 2018 to make room in City Hall for the growing Accounting and IT divisions.

Since that time, the City's economy has continued to grow along with its Capital Improvement Program (CIP). With the additional growth, more engineering technicians, project managers, project engineers and inspectors have been added to implement the City's CIP. Engineering has reached its capacity at its current facilities in Building C between Stores and Fleet.

The proposed space at 244 N. 7th Street provides for more than 5200 sq ft to initially accommodate 29 positions with capacity for another eight.



Staff considered numerous other options including: 1. Expansion into the adjacent City warehouse (Stores), 2. Purchase and renovation of the old County Jail between City Hall and the Mesa County Annex at 544 Rood Avenue, 3. Lease and tenant finish of 600 Rood Avenue, and 4. Construction trailers at City Hall. All of the options were inferior to the purchase of existing building space.

Given the strong financial position of the City's 3/4 cent sales tax for capital improvements, Transportation Capacity Payment (TCP) aka Transportation Impact Fees (TIF), and water, and sewer funds, capital improvements will be strong for the foreseeable future. The new space not only accommodates current engineering staff but also additional staff in the future to oversee, design, and manage the growing capital improvement program.

The central location in the community provides quick access to projects as well as close proximity to City Hall where PW employees have numerous meetings per week.

Closing is proposed for Thursday January 5, 2023. IT work, painting, and a few interior modifications are scheduled to be completed and offices will be available for move in by mid-March.

**FISCAL IMPACT:**

The purchase of 244 N 7th Street along with IT upgrades and minor renovations were included in the City's 2023 capital budget.

**SUGGESTED MOTION:**

I move to (adopt/not adopt) Resolution No. 02-23, a resolution authorizing the purchase of 244 N 7th Street.

**Attachments**

- 1. 244 N 7th St - Exhibit 01042023
- 2. RES-244 N 7th Street 010523

**Subject: 244 North 7<sup>th</sup> Street**

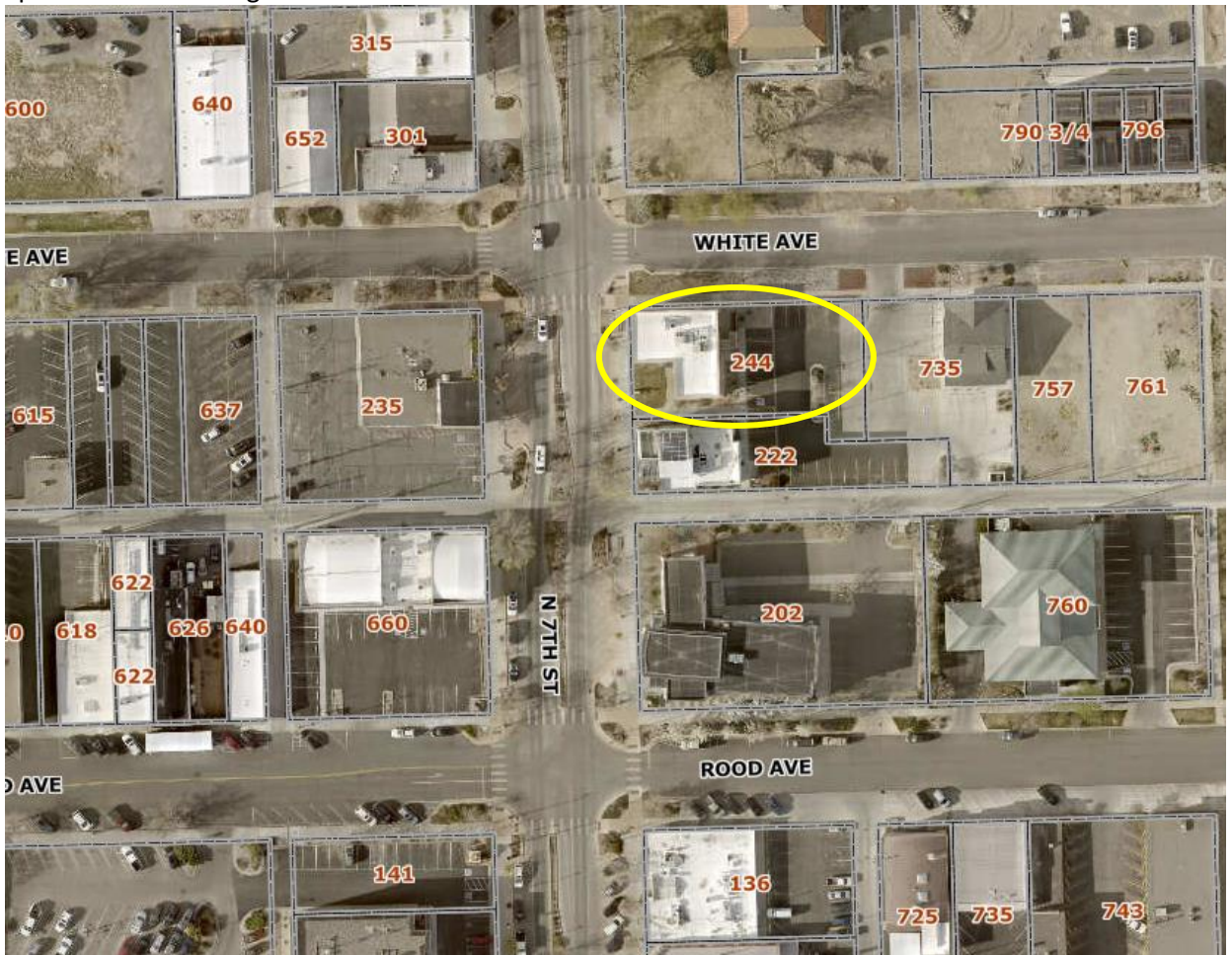
- Year Built – 1982 Zoning – B-2 Acres: 0.279
- Heated Sq Footage: 5,170 (15 offices currently configured for up to 37 employees)
  - 20 Parking Spaces + street parking

**Proposed use:** Engineering / Construction Services (Inspection)

Current Staffing: 29 (Development Engr 4 / Project Eng 7 / Eng Specialists 2 / Eng Tech 4 / Real Estate Manager 1 / Admin Asst 1 / Engineering Manager 1 / Dept Director 1 / Survey 2 / Inspectors 6)

**Advantages:**

Central downtown location close to City Hall as well as good access to projects  
Class A / move in ready office space with City IT upgrades  
Space for additional growth





**RESOLUTION NO. \_\_-23**

**A RESOLUTION AUTHORIZING THE PURCHASE AND ACQUISITION OF REAL PROPERTY LOCATED AT 244 N. 7TH STREET, GRAND JUNCTION, COLORADO AND RATIFYING ACTIONS HERETOFORE TAKEN AND DIRECTING FURTHER ACTIONS IN CONNECTION THEREWITH**

RECITALS:

The building and property at 244 N. 7th Street, Grand Junction Colorado, (Property) has been used as a real estate. The building at 244 N. 7th Street provides for 5,170 sq ft to initially accommodate 29 positions with capacity for another 8. The Property will provide the City with a location that will better serve residents and staff as the central location in the community provides quick access to projects as well as close proximity to City Hall and the City Offices at 910 Main. In addition to the advantageous layout of the building, the Property, unlike City Hall has off-street parking and non-metered on-street parking.

The purchase price is \$270.79 per square foot which is well below the cost of a new building or a remodeling of City Hall.

The acquisition of the Property will free up the space at 333 West Avenue Bldg. C to accommodate other departments. With the relocation of certain Public Works functions to the Property, the space in 333 West Avenue Bldg. C may be reorganized to gain operational and functional effectiveness and efficiencies.

For the foregoing reasons the City Council deems the purchase of the Property necessary and proper and its purchase and use will advance the public interest and its health, safety and welfare.

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

1. That the City Council hereby authorizes the purchase of the Property by the City for a price of \$1,400,000.00 and the expenditure of an amount of money to be determined to pay for the necessary and reasonable expenses for the purchase of the Property to be paid at closing.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the Property which are consistent with the provisions of the attached Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

3. The purchase is for and in support of the operations of the City and will benefit the City and its residents. Accordingly, all actions taken or to be taken by the officers, employees and agents of the City relating to the use of the Property, which are consistent with the provisions of this Resolution, are ratified, approved and confirmed.

PASSED and ADOPTED this 4<sup>th</sup> day of January 2023.

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Anna Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk



## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** January 4, 2023  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Amy Phillips

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### Information

#### **SUBJECT:**

A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2023 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

#### **RECOMMENDATION:**

Staff recommends adoption of the Resolution.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to designate the website as the City's official posting location for agendas and to set City Council's 2023 meeting schedule.

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

The City's Municipal Code, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place for posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (§24-6-402(2)(c) C.R.S.). In 2019, by way of House Bill 19-1087 (Attachment 1), local public bodies were given the authorization to transition from physical notices of public meetings in physical locations to posting notices on a website. The local public body shall be deemed to have given full and timely notice of a public meeting if it posts the notice (with specific agenda information) no less than 24 hours prior to holding the meeting on a public website. Therefore, the attached resolution indicates that the City of Grand Junction's "Notice of Meetings" shall be considered on the website, [www.gjcity.org](http://www.gjcity.org). HB 19-1087 also requires the designation of a physical posting location in the event of a power outage, disruption in internet service, etc. that

prevents the public from accessing the notice online.

This resolution will determine the dates of the regular City Council meetings for 2023. Additional meetings may be scheduled from time to time and adequate notice will be posted online prior to the holding of any additional regular meeting(s). The City Council also has the authority to change, reschedule, or cancel any of the listed regular meetings with proper notice.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 03-23, a resolution designating the location for the posting of the notice of meetings, establishing the 2023 City Council meeting schedule, and establishing the procedure for calling of special meetings for the City Council.

**Attachments**

1. HB 19-1087 Posting Notices on Website
2. Resolution 2023 Designating Posting Locations

# An Act

HOUSE BILL 19-1087

BY REPRESENTATIVE(S) Soper and Hansen, Coleman, McKean, Snyder, Williams D., Bockenfeld, Gray, Jaquez Lewis, Kipp, Rich, Tipper, Titone, Weissman;  
also SENATOR(S) Woodward and Bridges, Gonzales, Hisey, Moreno, Todd.

CONCERNING ONLINE NOTICE OF PUBLIC MEETINGS OF A LOCAL GOVERNMENTAL ENTITY.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, 24-6-402, **amend** (2)(c) as follows:

**24-6-402. Meetings - open to public - legislative declaration - definitions.** (2) (c) (I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the

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*Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.*



local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.

(II) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT:

(A) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT LOCAL GOVERNMENTS TRANSITION FROM POSTING PHYSICAL NOTICES OF PUBLIC MEETINGS IN PHYSICAL LOCATIONS TO POSTING NOTICES ON A WEBSITE, SOCIAL MEDIA ACCOUNT, OR OTHER OFFICIAL ONLINE PRESENCE OF THE LOCAL GOVERNMENT TO THE GREATEST EXTENT PRACTICABLE;

(B) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO RELIEVE A LOCAL GOVERNMENT OF THE REQUIREMENT TO PHYSICALLY POST MEETING NOTICES, WITH CERTAIN EXCEPTIONS, IF THE LOCAL GOVERNMENT COMPLIES WITH THE REQUIREMENTS OF ONLINE POSTED NOTICES OF MEETINGS;

(C) A NUMBER OF FACTORS MAY AFFECT THE ABILITY OF SOME LOCAL GOVERNMENTS TO EASILY ESTABLISH A WEBSITE, POST MEETING NOTICES ONLINE, AND OTHERWISE BENEFIT FROM HAVING AN ONLINE PRESENCE, INCLUDING THE AVAILABILITY OF BROADBAND OR RELIABLE BROADBAND, THE LACK OF CELLULAR TELEPHONE AND DATA SERVICES, AND FISCAL OR STAFFING CONSTRAINTS OF THE LOCAL GOVERNMENT;

(D) LOCAL GOVERNMENTS ARE ENCOURAGED TO AVAIL THEMSELVES OF EXISTING FREE RESOURCES FOR CREATING A WEBSITE AND RECEIVING CONTENT MANAGEMENT ASSISTANCE FROM THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY AND STATEWIDE ASSOCIATIONS REPRESENTING LOCAL GOVERNMENTAL ENTITIES; AND

(E) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO CLOSELY MONITOR THE TRANSITION TO PROVIDING NOTICES OF PUBLIC MEETINGS ONLINE OVER THE NEXT TWO YEARS AND, IF SIGNIFICANT PROGRESS IS NOT MADE, TO BRING LEGISLATION MANDATING IN STATUTE THAT ALL NOTICES BE POSTED ONLINE EXCEPT IN VERY NARROW CIRCUMSTANCES THAT ARE BEYOND THE CONTROL OF A LOCAL GOVERNMENT.

(III) ON AND AFTER JULY 1, 2019, A LOCAL PUBLIC BODY SHALL BE

DEEMED TO HAVE GIVEN FULL AND TIMELY NOTICE OF A PUBLIC MEETING IF THE LOCAL PUBLIC BODY POSTS THE NOTICE, WITH SPECIFIC AGENDA INFORMATION IF AVAILABLE, NO LESS THAN TWENTY-FOUR HOURS PRIOR TO THE HOLDING OF THE MEETING ON A PUBLIC WEBSITE OF THE LOCAL PUBLIC BODY. THE NOTICE MUST BE ACCESSIBLE AT NO CHARGE TO THE PUBLIC. THE LOCAL PUBLIC BODY SHALL, TO THE EXTENT FEASIBLE, MAKE THE NOTICES SEARCHABLE BY TYPE OF MEETING, DATE OF MEETING, TIME OF MEETING, AGENDA CONTENTS, AND ANY OTHER CATEGORY DEEMED APPROPRIATE BY THE LOCAL PUBLIC BODY AND SHALL CONSIDER LINKING THE NOTICES TO ANY APPROPRIATE SOCIAL MEDIA ACCOUNTS OF THE LOCAL PUBLIC BODY. A LOCAL PUBLIC BODY THAT PROVIDES NOTICE ON A WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) SHALL PROVIDE THE ADDRESS OF THE WEBSITE TO THE DEPARTMENT OF LOCAL AFFAIRS FOR INCLUSION IN THE INVENTORY MAINTAINED PURSUANT TO SECTION 24-32-116. A LOCAL PUBLIC BODY THAT POSTS A NOTICE OF A PUBLIC MEETING ON A PUBLIC WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) MAY IN ITS DISCRETION ALSO POST A NOTICE BY ANY OTHER MEANS INCLUDING IN A DESIGNATED PUBLIC PLACE PURSUANT TO SUBSECTION (2)(c)(I) OF THIS SECTION; EXCEPT THAT NOTHING IN THIS SECTION SHALL BE CONSTRUED TO REQUIRE SUCH OTHER POSTING. A LOCAL PUBLIC BODY THAT POSTS NOTICES OF PUBLIC MEETINGS ON A PUBLIC WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) SHALL DESIGNATE A PUBLIC PLACE WITHIN THE BOUNDARIES OF THE LOCAL PUBLIC BODY AT WHICH IT MAY POST A NOTICE NO LESS THAN TWENTY-FOUR HOURS PRIOR TO A MEETING IF IT IS UNABLE TO POST A NOTICE ONLINE IN EXIGENT OR EMERGENCY CIRCUMSTANCES SUCH AS A POWER OUTAGE OR AN INTERRUPTION IN INTERNET SERVICE THAT PREVENTS THE PUBLIC FROM ACCESSING THE NOTICE ONLINE.

(IV) FOR PURPOSES OF THIS SECTION, "LOCAL PUBLIC BODY" INCLUDES MUNICIPALITIES, COUNTIES, SCHOOL BOARDS, AND SPECIAL DISTRICTS.


**SECTION 2.** In Colorado Revised Statutes, 32-1-903, **amend** (2) as follows:


**32-1-903. Meetings.** (2) Notice of time and place designated for all regular AND SPECIAL meetings shall be ~~posted in at least three public places within the limits of the special district, and, in addition, one such notice shall be posted in the office of the county clerk and recorder in the county or counties in which the special district is located.~~ Such notices shall remain


~~posted and shall be changed in the event that the time or place of such regular meetings is changed~~ PROVIDED IN ACCORDANCE WITH SECTION 24-6-402. Special meetings may be called by any director by informing the other directors of the date, time, and place of such special meeting, and the purpose for which it is called, and by ~~posting~~ PROVIDING notice ~~as provided in this section at least seventy-two hours prior to said meeting~~ IN ACCORDANCE WITH SECTION 24-6-402. All official business of the board shall be conducted only during said regular or special meetings at which a quorum is present, and all said meetings shall be open to the public.

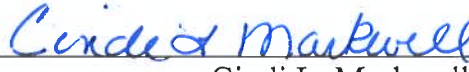
**SECTION 3. Act subject to petition - effective date.** This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 2, 2019, if adjournment sine die is on May 3, 2019); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless

approved by the people at the general election to be held in November 2020 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

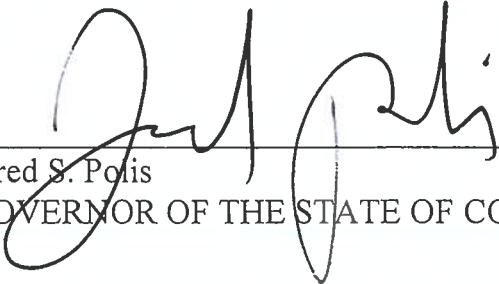
  
\_\_\_\_\_  
KC Becker  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

  
\_\_\_\_\_  
Leroy M. Garcia  
PRESIDENT OF  
THE SENATE

  
\_\_\_\_\_  
Marilyn Eddins  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

  
\_\_\_\_\_  
Cindi L. Markwell  
SECRETARY OF  
THE SENATE

APPROVED April 25, 2019 at 1:45 p.m.  
(Date and Time)

  
\_\_\_\_\_  
Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO

**CITY OF GRAND JUNCTION**

**RESOLUTION NO. xx-23**

**A RESOLUTION DESIGNATING THE LOCATION FOR THE POSTING OF THE NOTICE OF MEETINGS, ESTABLISHING THE 2023 CITY COUNCIL MEETING SCHEDULE, AND ESTABLISHING THE PROCEDURE FOR CALLING OF SPECIAL MEETINGS FOR THE CITY COUNCIL**

**Recitals.**

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The C.R.S. §24-6-402 (2)(c) provides that "Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

Signed on April 25, 2019, House Bill 19-1087 permits local public bodies to transition from posting physical notices in physical locations to posting notices online. The local public body shall be deemed to have given full and timely notice of a public meeting if it posts the notice (with specific agenda information if available) no less than twenty-four hours prior to holding the meeting on a public website.

The Grand Junction Municipal Code, Section 2.04.010, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

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

1. The **Notice of Meetings** for the local public body shall be posted on the City of Grand Junction's website [www.gjcity.org](http://www.gjcity.org). If an event (such as a power outage or disruption in internet service) occurs that prevents the public from accessing the **Notice** online, the glassed-in exterior notice board at 250 North 5<sup>th</sup> Street, City Hall is designated as the official posting location for the duration of that event.

2. The meeting schedule for the regular meetings of the City Council in 2023 is:

<b>Month</b>	<b>Dates</b>
January	04, 18
February	01, 15
March	01, 15
April	05, 19
May	03, 17
June	07, 21
July	05, 19
August	02, 16
September	06, 20
October	04, 18
November	01, 15
December	06, 20

3. Additional meetings may be scheduled or cancelled dependent on the number of items coming before the City Council. The City Council will determine that on a case by case basis. Proper notification for any change in the meeting schedule will be provided.

4. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

5. The City's boards, commissions, committees, groups and similar entities shall be deemed to have given full and timely notice of a public meeting if it posts online public meeting notice no less than twenty-four hours to holding the meeting.

Read and approved this 4<sup>th</sup> day of January, 2023.

---

President of the Council

ATTEST:

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City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #5.b.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Kristen Ashbeck, Principal Planner/CDBG Admin  
**Department:** Community Development  
**Submitted By:** Kristen Ashbeck

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**Information**

**SUBJECT:**

A Resolution Issuing a Revocable Permit to Allow Private Stormwater Drainage Pipe for the Proposed Quick N Clean Car Wash Located at 691 24 Road within the Right-of-Way of 24 Road

**RECOMMENDATION:**

Staff recommends approval of this request.

**EXECUTIVE SUMMARY:**

The Applicant, Quick N Clean CO-02, LLC, is requesting a Revocable Permit to allow the installation of a private stormwater drainage pipe for the proposed Quick N Clean Car Wash to be located within the right-of-way of 24 Road. The stormwater drainage pipe would be utilized for the benefit of Quick N Clean Car Wash for site drainage. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of private improvements from the right-of-way should the need arise for the public use of the right-of-way at any point in the future.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

The property at 691 24 Road located just south of the southwest corner of 24 and G Roads is presently under review for a major site plan for a full-service car wash tunnel and associated pay station and vacuum canopies (City File SPN-2022-282) on a 2.06 acre-lot currently zoned MU (Mixed Use). In order for on-site stormwater to discharge from a detention basin in the southeast corner of the site, to the existing Leach Creek on the east side of 24 Road, a storm sewer line is proposed to cross underground within the 24 Road right-of-way. The applicant is in the process of working with the property owner to the east to secure an easement to allow for the release into Leach Creek to occur on private property. A Revocable Permit is needed to ensure that any

private development on public land is safely conducted in a manner that does not pose potential burdens on the public.

## **ANALYSIS**

Per Section 21.02.180 (c) of the Grand Junction Zoning & Development Code, requests for a Revocable Permit shall demonstrate compliance with all of the following approval criteria:

(1) There will be benefits derived by the community or area by granting the proposed revocable permit;

The granting of the Revocable Permit will allow the applicant to install a private stormwater drainage pipe within the right-of-way of 24 Road for the benefit of Quick N Clean CO-02, LLC. Directing storm drainage from the site across 24 Road into Leach Creek demonstrates engineering best practice that is safer and avoids potential negative impacts on downstream properties. Staff therefore, find this criterion has been met.

(2) There is a community need for the private development use proposed for the City property;

The installation of the stormwater drainage pipe is the only feature that will be located within the right-of-way of 24 Road. The stormwater drainage pipe installation is a requirement by the City of the developer in order to serve the property. The design to drain across 24 Road into Leach Creek is a much safer design compared to the historic drainage pattern, which may negatively impact downstream properties. This is because drainage into Leach Creek Basin is a shorter route for the water to take to the final outfall at the Colorado River. Allowance of this drainage system improvement will allow this presently-vacant property to be developed into a viable business. Staff therefore, find this criterion to have been met.

(3) The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;

The installation of the stormwater drainage pipe is underground. The granting of the Revocable Permit does not inhibit the City or other utility companies from maintaining their required infrastructure, if necessary. No adverse comments were received from utilities or other service providers during the review process concerning this requested Revocable Permit request. Therefore, Staff finds this criterion has been met.

(4) The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas;



Since the installation of the stormwater drainage pipe is underground, private development will not impede public use of 24 Road. Traffic will only be impacted during construction but the applicant is coordinating the installation with the City of Grand Junction Public Works to coincide with the overall construction of the 24 Road expansion project. No sensitive areas such as floodplains or natural hazard areas are identified in this area. Staff, therefore, finds this criterion has been met.

(5) The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this code and other City policies; and

The proposed stormwater drainage pipe will conform with all City standards upon installation should approval of the Revocable Permit be approved. The proposal also conforms to the recently adopted Comprehensive Plan, in particular, Principal 3, Responsible and Managed Growth, Goal 2, Maintain and building infrastructure that supports urban development. Therefore, Staff finds this criterion has been met.

(6) The application complies with the submittal requirements as set forth in Section 127 of the City Charter, this chapter and the Submittal Standards for Improvements and Development manual. The application complied with the submittal requirements for a Revocable Permit. Therefore, this criterion has been found to be met.

#### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Revocable Permit request from Quick N Clean CO-02, LLC, to allow a private stormwater drainage pipe for the proposed Quick N Clean Car Wash located at 691 24 Road within the Right-of-Way of 24 Road, staff finds the applicant has demonstrated compliance with Section 21.02.180 (c) of the Zoning and Development Code and therefore recommends approval of the request.

#### **FISCAL IMPACT:**

This action does not have a direct fiscal impact to the City.

#### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 04-23, a resolution concerning the issuance of a Revocable Permit to allow a private stormwater drainage pipe for the proposed Quick N Clean Car Wash located at 691 24 Road within the 24 Road right-of-way, with the findings of fact as listed in the staff report.

#### **Attachments**

1. Development Application Materials
2. Quick N Clean Car Wash Resolution and Revocable Permit



## 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: SITE PLAN REVIEW

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

Existing Land Use Designation <span style="border: 1px solid black; padding: 2px;">N/A</span>	Existing Zoning <span style="border: 1px solid black; padding: 2px;"><del>RES-U</del> N/A</span>
Proposed Land Use Designation <span style="border: 1px solid black; padding: 2px;">N/A</span>	Proposed Zoning <span style="border: 1px solid black; padding: 2px;"><del>PA-U</del> N/A</span>

### Property Information

Site Location: <span style="border: 1px solid black; padding: 2px;">697 24 RD</span>	Site Acreage: <span style="border: 1px solid black; padding: 2px;">2.061</span>
Site Tax No(s): <span style="border: 1px solid black; padding: 2px;"></span>	Site Zoning: <span style="border: 1px solid black; padding: 2px;">M-U</span>
Project Description: <span style="border: 1px solid black; padding: 2px;">DEVELOPMENT OF AN EXPRESS CAR WASH WITH ASSOCIATED VACUUM &amp; PUMP STATION CANOPIES</span>	

### Property Owner Information

### Applicant Information

### Representative Information

Name: <span style="border: 1px solid black; padding: 2px;">WDM Corporation</span>	Name: <span style="border: 1px solid black; padding: 2px;">MICHAEL SCARBROUGH</span>	Name: <span style="border: 1px solid black; padding: 2px;">MICHAEL SCARBROUGH</span>
Street Address: <span style="border: 1px solid black; padding: 2px;">2525 North 8th</span>	Street Address: <span style="border: 1px solid black; padding: 2px;">11811 N. TATUM BLVD SUITE 1051</span>	Street Address: <span style="border: 1px solid black; padding: 2px;">11811 N. TATUM BLVD</span>
City/State/Zip: <span style="border: 1px solid black; padding: 2px;">Grand Junction CO 81501</span>	City/State/Zip: <span style="border: 1px solid black; padding: 2px;">PHX, AZ 85028</span>	City/State/Zip: <span style="border: 1px solid black; padding: 2px;">PHX, AZ 85028</span>
Business Phone #: <span style="border: 1px solid black; padding: 2px;"></span>	Business Phone #: <span style="border: 1px solid black; padding: 2px;">N/A</span>	Business Phone #: <span style="border: 1px solid black; padding: 2px;">N/A</span>
E-Mail: <span style="border: 1px solid black; padding: 2px;">dwmerkel@msn.com</span>	E-Mail: <span style="border: 1px solid black; padding: 2px;">MIKE@3K1.US</span>	E-Mail: <span style="border: 1px solid black; padding: 2px;">MIKE@3K1.US</span>
Fax #: <span style="border: 1px solid black; padding: 2px;">drmerkel@wdmerkel.com</span>	Fax #: <span style="border: 1px solid black; padding: 2px;">N/A</span>	Fax #: <span style="border: 1px solid black; padding: 2px;">N/A</span>
Contact Person: <span style="border: 1px solid black; padding: 2px;">William Merkel</span>	Contact Person: <span style="border: 1px solid black; padding: 2px;">MICHAEL</span>	Contact Person: <span style="border: 1px solid black; padding: 2px;">MICHAEL</span>
Contact Phone #: <span style="border: 1px solid black; padding: 2px;">970-260-9260</span>	Contact Phone #: <span style="border: 1px solid black; padding: 2px;">602-684-5210</span>	Contact Phone #: <span style="border: 1px solid black; padding: 2px;">602-684-5210</span>

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

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

Signature of Person Completing the Application

Date 3/24/22

Signature of Legal Property Owner William D. Merkel

Date 3/28/22



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**General Project Report**

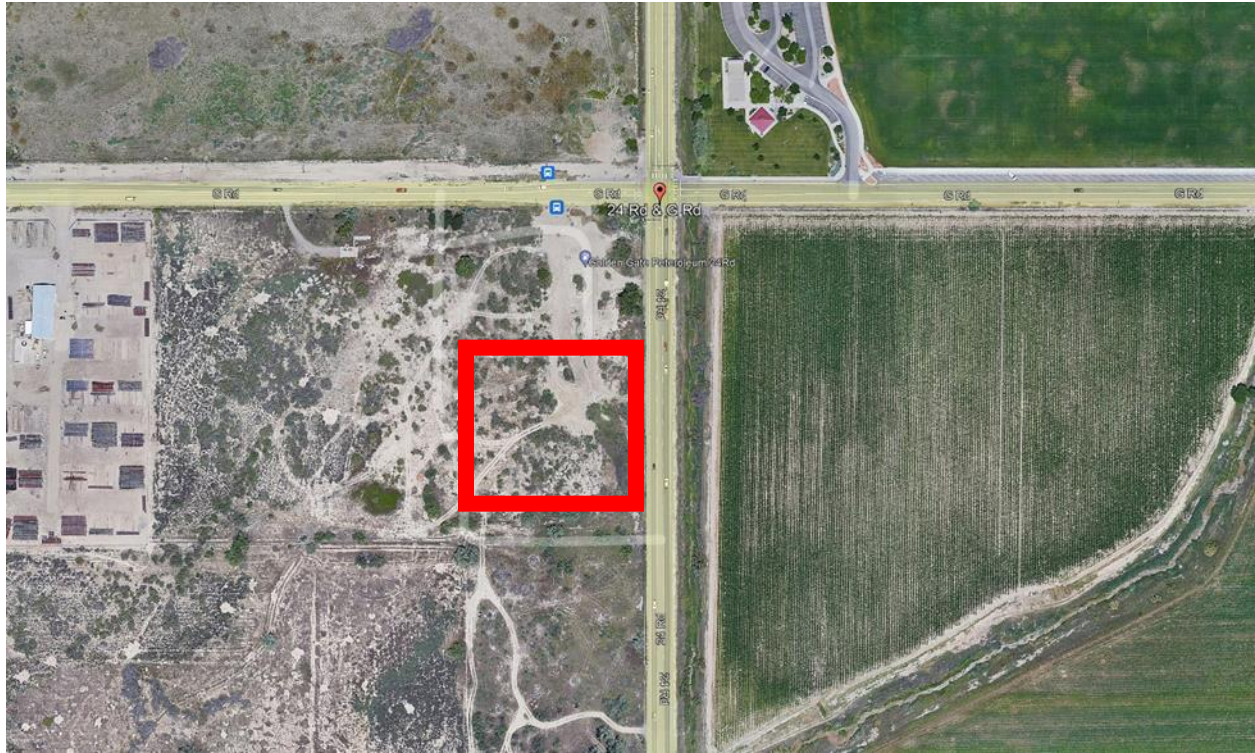
**Proposed Quick N Clean Car Wash**

**S of SWC of 24 Rd and G Rd**

**Grand Junction, CO**

04-13-2022

This project, a proposed Quick N Clean Car Wash (QNC) with associated pay station and vacuum canopies, is located south of the southwest corner of 24r Rd and G Rd in Grand Junction, CO. The property, approximately 2.06 acres in size, is currently undeveloped and is bordered by a convenience store and fuel facility to the north, 24 Rd to the east (and undeveloped further east), an access drive to the south (and undeveloped further south) and an access drive to the west (and undeveloped further west). This property, including the surrounding property, is zoned M-U and is subject to the 24 Road Corridor Design Standards.



Access to and from the site will be via an internal drive that connects to 24 Rd (immediately south of the project) and connects to G Rd through the convenience store and fuel facility (immediately north of the project). Water is available in 24 Rd and Sewer is available in G Rd and fire hydrants will be installed, if needed, to meet code requirements. The service connections (1.5” water and 4” sewer) are standard size and will not cause an unusual demand on the system. The site will typically have 3-4 employees on the clock and the standard hours of operation are 7AM to 7PM every day of the year.

Several elements of the 24 Road Corridor Design Standards have been implemented including, but not limited to, the following:

- On-site open space has been provided along 24 Rd and the building has been placed in a landscape setting
- The site grading and drainage fits within existing topography and effectively diverts and retains stormwater
- Building and Parking areas have been designed to meet the required setbacks
- 4-sided building architecture has been implemented into the design
- The service entrance / loading area is located internal to the site and does not face 24 Rd
- A direct pedestrian connection from the access road from 24 Rd has been included to the building entry
- Variations in rooflines and materials have been incorporated into the buildings architectural design
- Service and storage areas are functional but screened from view
- Site and security lighting is shielded and downcast

QNC's intent is to start construction as soon as permits are available and it is anticipated that it will take approximately 7 months to construct. QNC believes that this project will provide a high-quality service to the existing community in an architecturally pleasing design / layout and will meet or exceed the intent of the 24 Rd Corridor Design Standards.



Know what's below.  
Call before you dig.

# SITE DEVELOPMENT PLANS

# QUICK N CLEAN

## 691 24 ROAD

## GRAND JUNCTION, COLORADO 81505



**Vicinity Map**  
Not to Scale

**DEVELOPMENT TEAM**

<b>CIVIL ENGINEER</b> CEI ENGINEERING ASSOCIATES, INC. 710 W. PINE DALE AVE. FRESNO, CA 93711 JASON HATWIG, PROJECT MANAGER PH: 559-447-3119	<b>LAND SURVEYOR</b> RUBINO SURVEYING 3312 AIRPORT ROAD BOULDER, CO 80301 ROBERT J. RUBINO PH: 303-464-9515
<b>ARCHITECT</b> CSHA ARCHITECTURE 2696 S. COLORADO BOULEVARD, SUITE 525 DENVER, CO 80222 BILL STOW PH: 720-749-6321	<b>OWNER/DEVELOPER</b> 3K1 CONSULTING SERVICES, LLC 1181 N. TATUM BOULEVARD, SUITE 1051 PHOENIX, AZ 85028 MICHAEL SCARBROUGH PH: 602-850-8101
	<b>LANDSCAPE ARCHITECT</b> CEI ENGINEERING ASSOCIATES, INC. 3108 S.W. REGENCY PARKWAY, SUITE 2 BENTONVILLE, AR 72712 CHIP ASHLEY PH: 479-273-9472

**PLAN INDEX:**

SHEET NO.	SHEET TITLE
C1	COVER SHEET
C2	DEMOLITION PLAN
C3	SITE PLAN
C3.1	FIRE SITE PLAN
C4	PAVING PLAN
C5	GRADING PLAN
C5.1	PRE DRAINAGE MAP
C5.2	POST DRAINAGE MAP
C5.3	STORM SEWER PLAN AND PROFILE
C6	EROSION CONTROL - PHASE 1
C6.1	EROSION CONTROL - PHASE 2
C6.2	EROSION CONTROL DETAILS
C7	COMPOSITE PLAN
C8	CONSTRUCTION DETAILS
C9	CONSTRUCTION DETAILS
C10	CONSTRUCTION DETAILS
L1	LANDSCAPE PLAN
L2	LANDSCAPE NOTES

**ASSOCIATED PLANS**

SHEET NO.	SHEET TITLE
1 OF 2	ALTA COVER
2 OF 2	ALTA SURVEY

**NOTICE TO BIDDERS**

ALL QUESTIONS REGARDING THE PREPARATION OF THE GENERAL CONTRACTOR'S BID SHALL BE DIRECTED TO THE OWNER'S CONSTRUCTION DEPARTMENT AT (602) 850-8101. SUBCONTRACTORS MUST DIRECT THEIR QUESTIONS THROUGH THE GENERAL CONTRACTOR. THE CONSULTING ARCHITECT AND/OR THE CONSULTING ENGINEER SHALL NOT BE CONTACTED DIRECTLY WITHOUT PRIOR AUTHORIZATION FROM THE OWNER/DEVELOPER.

**GENERAL COVER SHEET NOTES**

- TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY, AS A CONTRACTOR TO THE SELLER/OWNER:  
**TOPOGRAPHY/BOUNDARY:**  
RUBINO SURVEYING  
3312 AIRPORT ROAD  
BOULDER, CO 80301  
(303) 464-9515  
  
CEI ENGINEERING AND ITS ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS OR OMISSIONS RESULTING FROM SURVEY INACCURACIES.
- ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK CONTRACT REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, UNDERGROUND STORAGE TANKS, PAVING AND ANY OTHER EXISTING IMPROVEMENTS AS SHOWN ON DEMOLITION PLANS. REFER SITE WORK CONTRACT REQUIREMENTS.
- CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIAL RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASE OF THIS PROJECT.
- WARRANTY/DISCLAIMER:**  
THE DESIGN REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A TEMPORARY BASIS AT THE SITE.
- SAFETY NOTICE TO CONTRACTOR:**  
IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION.
- WETLANDS NOTE:**  
ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION, OR FILLING IN A DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE AND FEDERAL APPROVALS. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS AND/OR RESTRICTIONS AND ANY VIOLATION WILL BE SUBJECT TO FEDERAL PENALTY. THE CONTRACTOR SHALL HOLD THE OWNER/DEVELOPER, THE ENGINEER AND THE LOCAL GOVERNING AGENCIES HARMLESS AGAINST SUCH VIOLATION.
- RESIDENT ENGINEERS SERVICES:**  
UPON WRITTEN REQUEST, RESIDENT ENGINEERING SERVICES SHALL BE PROVIDED BY THE ENGINEERS (ON A TIME AND FREQUENCY BASIS) ACCEPTABLE TO THE CITY ENGINEER FOR IMPROVEMENTS TO PUBLIC WATER MAINS, PUBLIC SEWER, AND CITY STREETS. AT THE COMPLETION OF CONSTRUCTION, THE ENGINEER SHALL CERTIFY THE CONSTRUCTION TO BE IN COMPLIANCE WITH THE PLANS AND CONTRACT REQUIREMENTS. THIS WORK WILL BE AT THE OWNER/DEVELOPER'S DIRECT EXPENSE AND SHALL BE COORDINATED WITH CEI ENGINEERING ASSOCIATES, INC. IT WILL BE THE CONSTRUCTION CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENT ENGINEER OF ANY PRE-CONSTRUCTION / CONSTRUCTION CONFERENCES AND ANY PUBLIC CONSTRUCTION 24 HOURS PRIOR TO SAID ACTION.
- PRIOR TO CONSTRUCTION WITHIN ANY EXISTING PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE AUTHORITY HAVING JURISDICTION.
- ALL CONSTRUCTION IN STATE HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL BE COORDINATED WITH THE HIGHWAY DEPARTMENT RESIDENT ENGINEER.
- CALCULATIONS AND QUANTITIES SHOWN ON THE PLANS ARE FOR ENGINEERS ESTIMATES ONLY. FOR THE SOLE PURPOSES OF DETERMINING PLAN CHECK AND PERMIT FEES, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING HIS / HER OWN QUANTITIES FOR BIDDING AND CONSTRUCTION.

**EXISTING LEGEND**

	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Easement Line
	Break Line
	Overhead Electric Line
	Sanitary Sewer Line
	Storm Drainage Pipe
	Water Line
	Chainlink Fence Line
	Tree Line
	Benchmark (BM)
	Found Monument (As Noted)
	Set 5/8" Rebar (As Noted)
	Set Mag Nail w/Washer (As Noted)
	Guy Wire / Anchor
	Utility Pole
	Light Pole Overhanging
	Electric Riser
	Telephone Riser
	Water Valve
	Fire Hydrant
	Water Meter
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Sewer Manhole (SMH)
	Sewer Clean Out
	Warning Fiber Optic Line Sign
	Single Pole Pylon Sign
	Traffic Sign (Type of Sign)
	Irrigation Control Box
	Tree (Deciduous)
	Bore Hole
	Standpipe
	Record Bearing & Distance per Deed Vol. 2712, Pg. 81

**BENCHMARK**

**BENCHMARK #1:** A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE SOUTHEASTERN-MOST BOUNDARY CORNER OF SUBJECT PROPERTY. ELEV=4560.37' NAVD88

**BENCHMARK #2:** A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

**FLOOD ZONE INFORMATION**

SOUTHEASTERLY PORTION OF PROPERTY IS LOCATED IN ZONE "X" WHICH ARE AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, 0.1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE. THE REMAINING IS NOT LOCATED IN A FLOOD HAZARD AREA DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR GRAND JUNCTION, COLORADO.  
MAP NUMBER: 08077C0801G  
MAP REVISED: OCT. 16, 2012

**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 OF CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER	DATE

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 OF CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY PLANNER	DATE

SITE DATA TABLE			
DESCRIPTION			
LAND USE ZONE, MU	MU: MIXED USED		
SITE		SQ. FT.	PERCENTAGE
SITE AREA		89,773 ±	100%
BUILDING AREA		5,366 ±	5.98%
LANDSCAPE		37,806 ±	42.11%
HARDSCAPE		40,825 ±	45.48%
WALKWAYS		2,167 ±	2.41%
DRIVE AND PARKING		37,436 ±	41.70%
DETENTION AREA		1,222 ±	1.36%



CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • LAND SURVEYING • PLANNING  
BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX



CEI ENGINEERING ASSOCIATES, INC.  
710 W. PINE DALE AVE.  
FRESNO, CA 93711  
PHONE: (559) 447-3119  
FAX: (559) 447-3129



CLIENT  
3K1 CONSULTING SERVICES, LLC.  
11811 N. TATUM BOULEVARD,  
PHOENIX, ARIZONA 85028  
PHONE: (602) 850-8101



PLANS PREPARED FOR  
QUICK N CLEAN  
7291 E. ADOBE DRIVE, SUITE 115  
SCOTTSDALE, AZ 85255  
PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

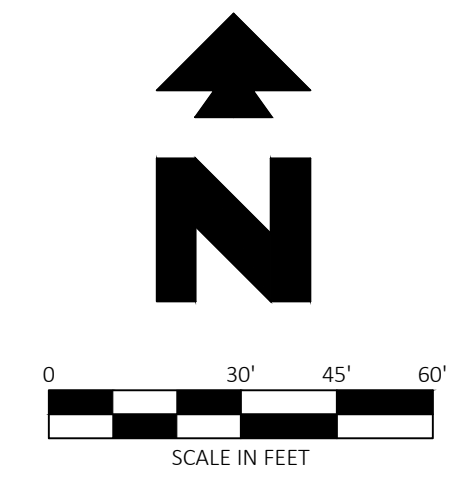
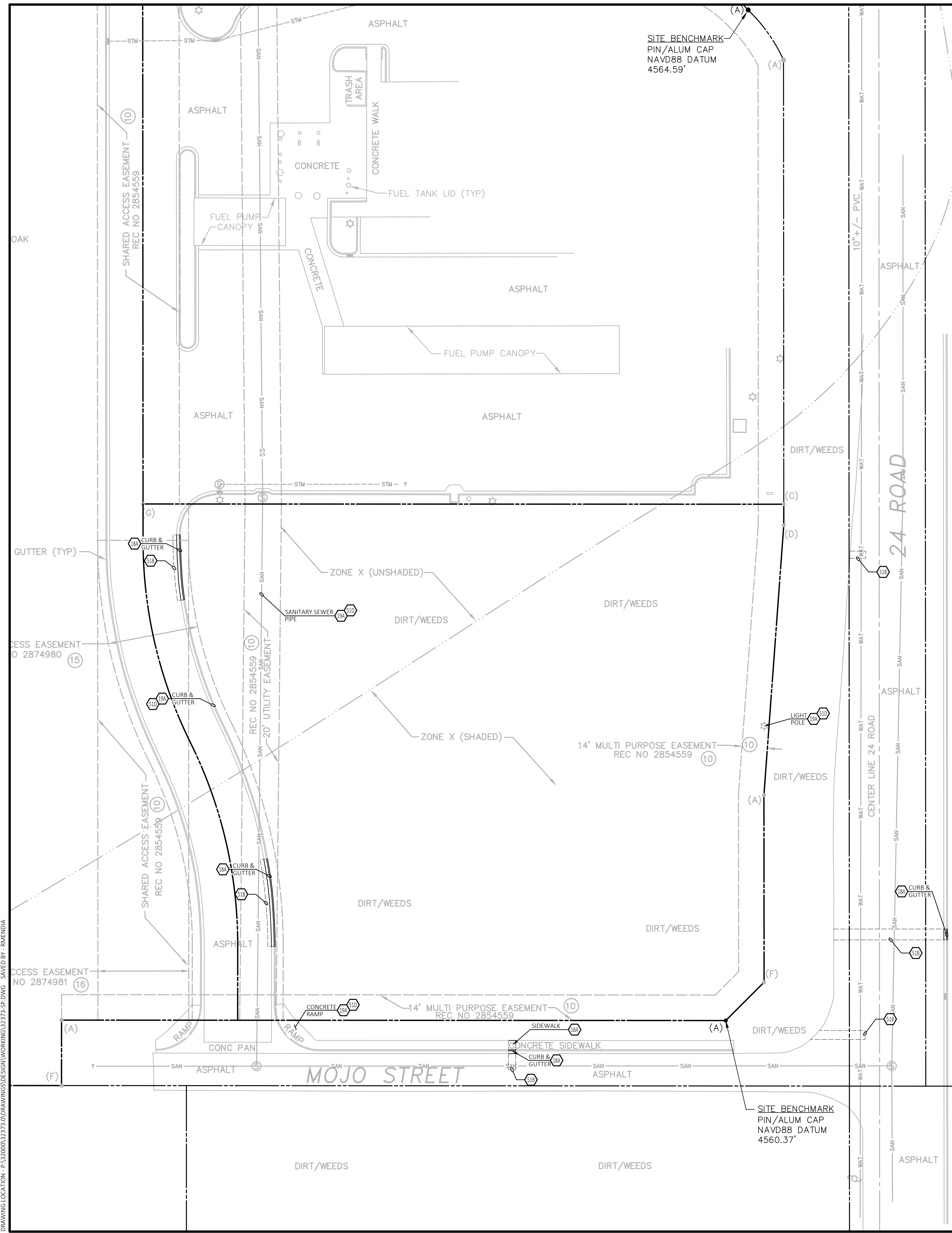
QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/9/2022
REVISION	REV-2

COVER SHEET  
SHEET TITLE  
SHEET NUMBER

C1



Know what's below.  
Call before you dig.

**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**GENERAL DEMOLITION NOTES**

- A. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE QUICK N CLEAN STANDARD SITE WORK SPECIFICATIONS.
- B. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
- C. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- D. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- E. **ENGINEER'S NOTICE TO CONTRACTOR**  
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

**BENCHMARK**

BENCHMARK #1: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE SOUTHEASTERN-MOST BOUNDARY CORNER OF SUBJECT PROPERTY. ELEV=4560.37' NAVD88  
BENCHMARK #2: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

**DEMOLITION NOTES**

- 18A EXISTING TO BE REMOVED.
- 19A EXISTING TO REMAIN.
- 51B LIMITS OF SAWCUT AND PAVEMENT REMOVAL
- 51D PROTECT EXISTING STRUCTURES AND/OR PIPES DURING DEMOLITION AND CONSTRUCTION PHASES.

**ACCEPTANCE BLOCK**

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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

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CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_



CEI ENGINEERING ASSOCIATES, INC.  
710 W. PINE DALE AVE.  
FRESNO, CA 93711  
PHONE: (559) 447-3119  
FAX: (559) 447-3129



CLIENT  
3K1 CONSULTING SERVICES, LLC.  
11811 N. TATUM BOULEVARD,  
PHOENIX, ARIZONA 85028  
PHONE: (602) 850-8101



PLANS PREPARED FOR  
QUICK N CLEAN  
7291 E. ADOBE DRIVE, SUITE 115  
SCOTTSDALE, AZ 85255  
PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505

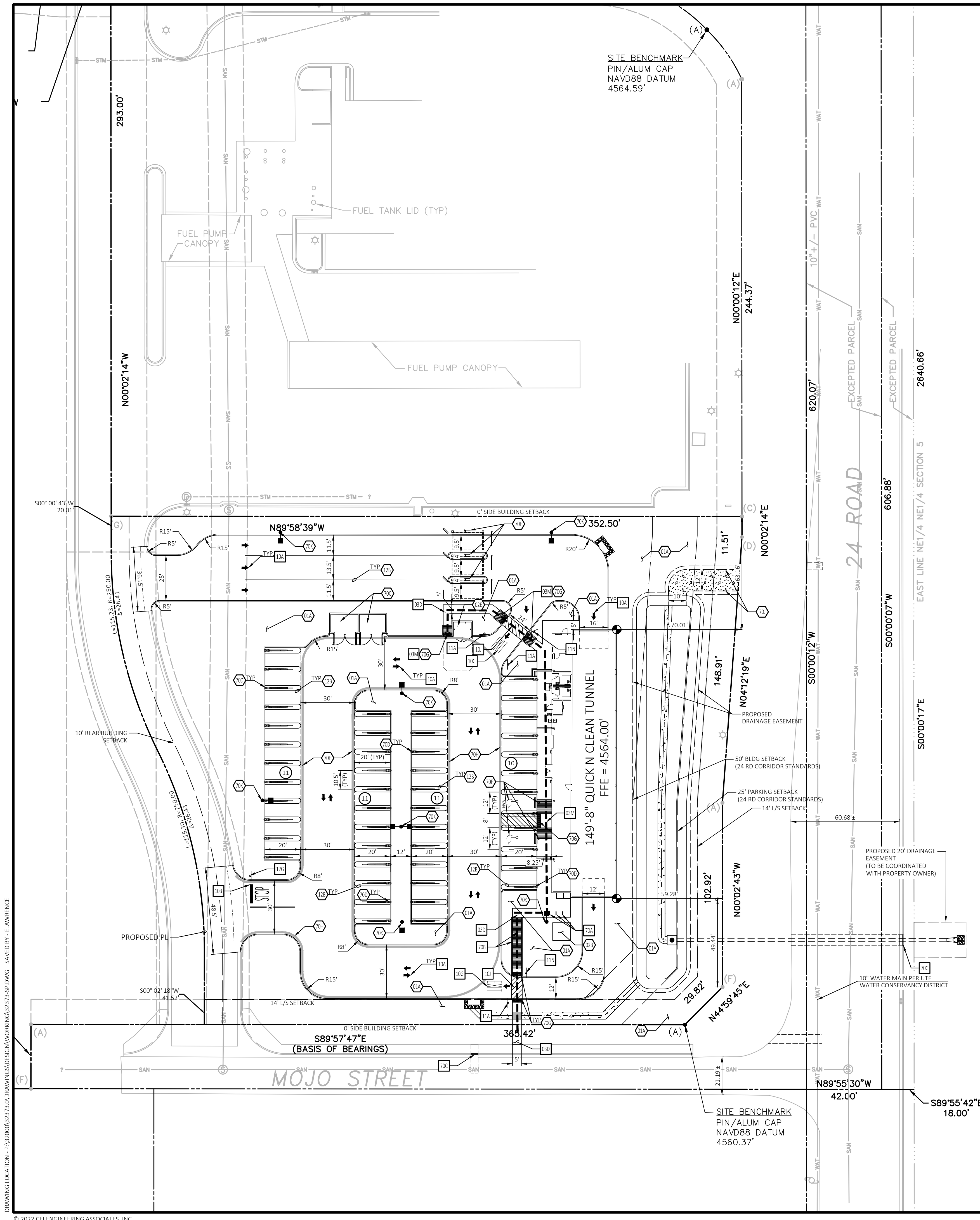


PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

DEMOLITION PLAN  
SHEET TITLE  
SHEET NUMBER

C2

DRAWING LOCATION - P:\20200\23273\0\DRAWINGS\DESIGN\WORKING\23273-01.DWG, SAVED BY - BARENDIA



**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**PROPOSED**

- PROPERTY LINE/RIGHT OF WAY LINE
- CONCRETE CURB AND GUTTER. SEE DETAIL 01B. (REF. C8 - CONSTRUCTION DETAILS).
- BUILDING CONTROL POINT
- PROPOSED PARKING SPACES
- PEDESTRIAN PATH OF TRAVEL

**GENERAL SITE NOTES**

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RETURN RADI SHALL BE 2' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F. (REF. C8 - CONSTRUCTION DETAILS).

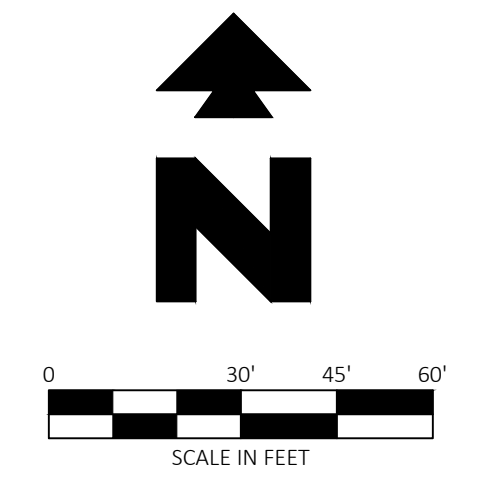
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BENCHMARK #2: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

- SITE DETAILS (REF. DETAIL SHEETS)**
- 03D CONCRETE SIDEWALK (REF. C8 - CONSTRUCTION DETAILS).
  - 03M WHEELCHAIR RAMP IN SIDEWALK (REF. C8 - CONSTRUCTION DETAILS).
  - 10A TRAFFIC FLOW ARROW (REF. C8 - CONSTRUCTION DETAILS).
  - 10B STOP BAR (REF. C8 - CONSTRUCTION DETAILS).
  - 10G EXIT PAVEMENT MARKING WITH ARROW (REF. C8 - CONSTRUCTION DETAILS).
  - 10J CROSSWALK MARKING (REF. C8 - CONSTRUCTION DETAILS).
  - 11A DO NOT ENTER SIGN (REF. C8 - CONSTRUCTION DETAILS).
  - 11N PEDESTRIAN CROSSING SIGN (REF. C8 - CONSTRUCTION DETAILS).
  - 12G STOP SIGN (REF. C8 - CONSTRUCTION DETAILS).
  - 70A VICTOR STANLEY BIKE RACK, MODEL BRWS-101, COLOR: TAVERN SQUARE GREEN; INSTALLED PER MANUFACTURER SPECS OR APPROVED EQUAL (REF. C9 - CONSTRUCTION DETAILS).
  - 70B CONCRETE ACCESSIBLE RAMP & HANDRAIL (REF. C9 - CONSTRUCTION DETAILS).
  - 70C CURB AND GUTTER PER CITY DETAIL C-05 (REF. C10 - CONSTRUCTION DETAILS).

- SITE NOTES**
- 01A SEEDED GREEN AREA.
  - 02B TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS).
  - 03E TRASH DUMPSTER ENCLOSURE (PER ARCH. PLANS).
  - 12B 4INCH TRAFFIC YELLOW ALIGNMENT STRIPES (TYP.).
  - 70C "VACUTECH" COMBINED VACUUM ENCLOSURE, REF. ARCH. PLANS. VACUUM CANOPY BY OTHERS AND SHOWN ON THIS PLAN FOR REFERENCE. REFER TO VENDOR PLANS FOR FINAL PLACEMENT AND INSTALL REQUIREMENTS.
  - 70D "VACUTECH" VACUUM, REF. ARCH. PLANS. VACUUM CANOPY BY OTHERS AND SHOWN ON THIS PLAN FOR REFERENCE. REFER TO VENDOR PLANS FOR FINAL PLACEMENT AND INSTALL REQUIREMENTS.
  - 70E PAY STATION (REF. ARCH. PLANS)
  - 70F ACCESSIBLE PARKING STALL, ISA SYMBOL AND SIGNAGE (REF. ARCH. PLANS)
  - 70G 2' ADA DETECTABLE WARNING DEVICE
  - 70H FIRE LANE STRIPING (PER CITY OF GRAND JUNCTION)
  - 70I 12" WIDE POND ACCESS FROM RIGHT OF WAY
  - 70K APPROXIMATE LOCATION OF LIGHT POLE (REF. PHOTOMETRIC PLANS FOR EXACT LOCATION)



PROJECT INFORMATION	
PROJECT NAME:	QUICK N CLEAN
PROJECT ADDRESS:	691 24 ROAD GRAND JUNCTION, COLORADO 81505
PROJECT DESCRIPTION:	DEVELOPMENT OF A FREE-STANDING EXPRESS CAR WASH BUILDING WITH ASSOCIATED VACUUM AND PAY STATION CANOPIES.
SITE INFORMATION	
EXISTING PROPERTY	2.06 ± AC. / 89,773 ± S.F.
PROPOSED R/W DEDICATION	N/A
PROPOSED PROPERTY	2.06 ± AC. / 89,773 ± S.F.
BUILDING AREA	5,366 ± S.F.
LANDSCAPE AREA (ONSITE)	0.87 ± AC. / 37,806 ± S.F.
LANDSCAPE AREA (ONSITE & FRONTAGE)	1.20 ± AC. / 52,123 ± S.F.
SITE LANDSCAPE RATIO	42.11%
ZONING INFORMATION	
JURISDICTION:	GRAND JUNCTION, COLORADO
EXISTING ZONING:	MIXED USE (MU)
PROPOSED ZONING:	MIXED USE (MU)
MAX. BUILDING HEIGHT ALLOWED:	65 FEET MAXIMUM
PROPOSED BUILDING HEIGHT:	28'-9"
SETBACKS:	BUILDING: FRONT YARD: 50 FEET SIDE YARD: 0 FEET REAR YARD: 10 FEET LANDSCAPE: FRONT YARD: 14 FEET SIDE YARD: 14 FEET REAR YARD: 0 FEET
PARKING REQUIREMENTS	
PARKING REQUIRED:	ONE (1) SPACE FOR EVERY 150 GFA; 34 SPACES AND TWO (2) ADA STALLS 18.5' X 8.5' SPACES
PARKING PROVIDED:	STANDARD: 41 (10.5' X 20') ACCESSIBLE: 2 (12' X 20') TOTAL PARKING: 43
BICYCLE PARKING REQUIRED:	3
BICYCLE PARKING PROVIDED:	3

**ACCEPTANCE BLOCK**

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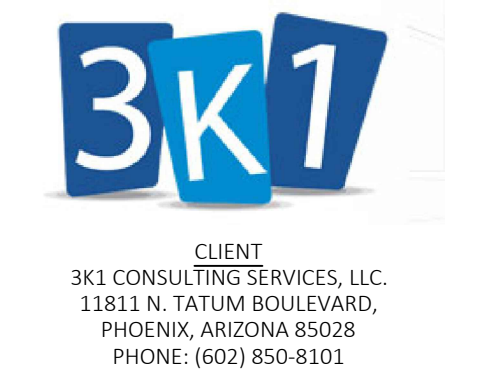
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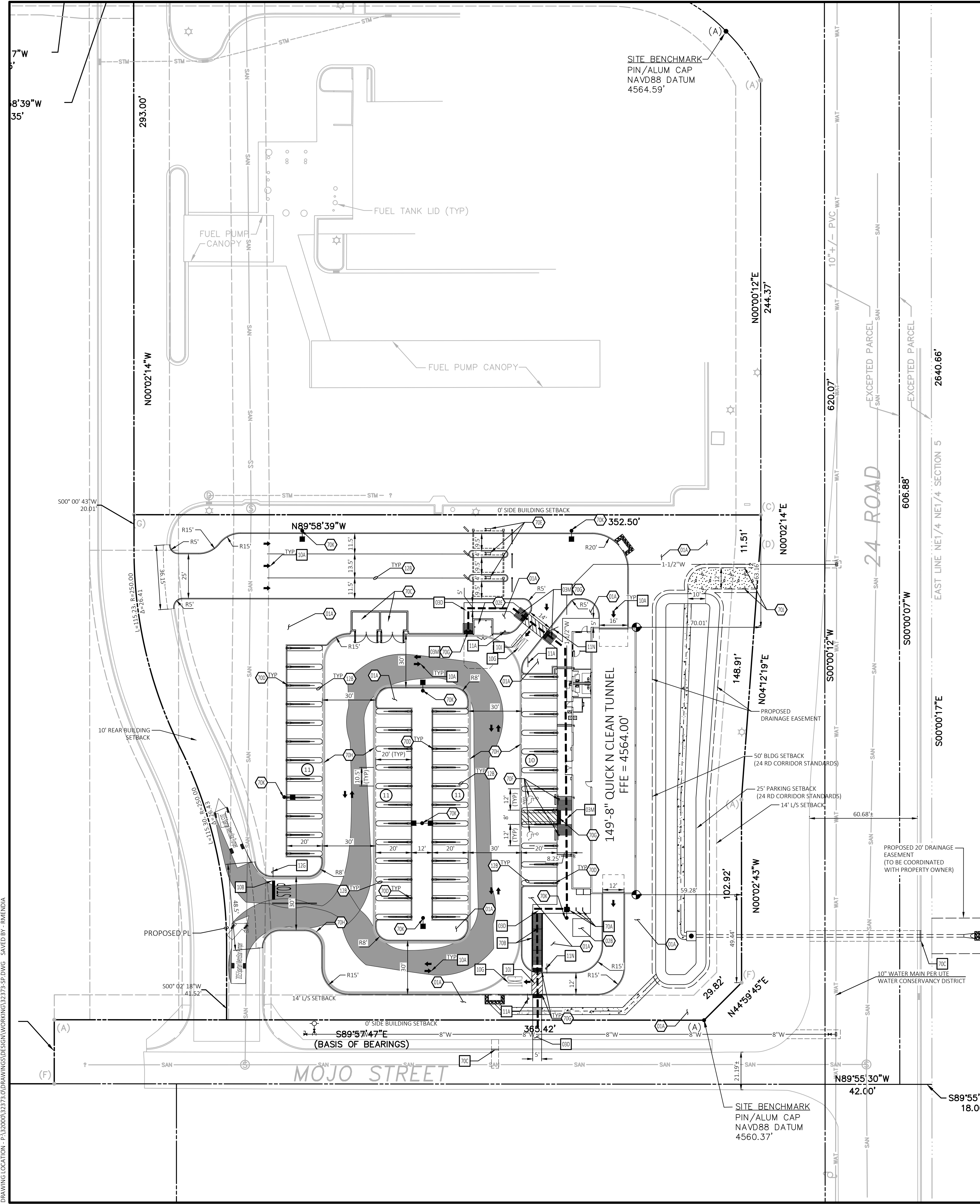


PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

SITE PLAN  
SHEET TITLE  
SHEET NUMBER

C3





**GENERAL SITE NOTES**

- A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- B. ALL CURB RETURN RADII SHALL BE 2' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- C. ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F. C8 - CONSTRUCTION DETAILS.
- D. ALL NEW AND TEMPORARY FIRE APPARATUS ACCESS ROADS AND FIRE APPARATUS TURN-AROUNDS MEET GVW 75,000 LBS MINIMUM/H-20 LOADING, ALL WEATHER REQUIREMENT(S).
- E. REF PAVING PLAN FOR SITE PAVING MATERIAL.

**BENCHMARK**

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**BUILDING INFORMATION**

CONSTRUCTION TYPE:	V-B
AREA (SF):	5,366
PROPOSED BUILDING HEIGHT:	28'-9"



**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**PROPOSED**

- PROPERTY LINE/RIGHT OF WAY LINE
- CONCRETE CURB AND GUTTER. SEE DETAIL 01B. (REF. C8 - CONSTRUCTION DETAILS).
- BUILDING CONTROL POINT
- PROPOSED PARKING SPACES
- PEDESTRIAN PATH OF TRAVEL
- SWEEP PATH OF 33'-9.5" GRAND JUNCTION FIRE APPARATUS (2015 SPARTAN METROSTAR RESCUE PUMPER)

**SITE DETAILS (REF. DETAIL SHEETS)**

- Q3D CONCRETE SIDEWALK (REF. C8 - CONSTRUCTION DETAILS).
- Q3M WHEELCHAIR RAMP IN SIDEWALK (REF. C8 - CONSTRUCTION DETAILS).
- 10A TRAFFIC FLOW ARROW (REF. C8 - CONSTRUCTION DETAILS).
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- 02E TRASH DUMPMSTER ENCLOSURE (PER ARCH. PLANS).
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**REVISION**

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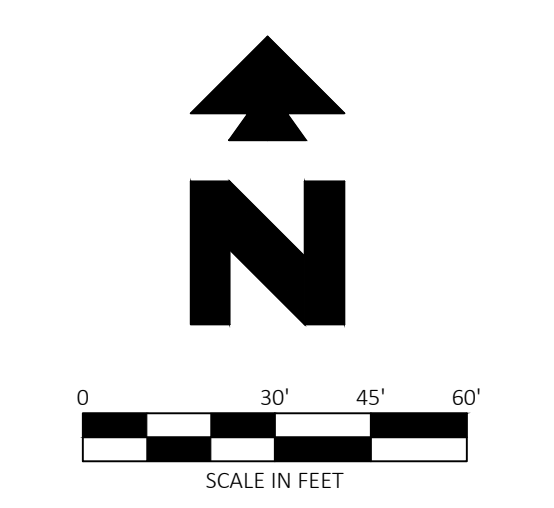
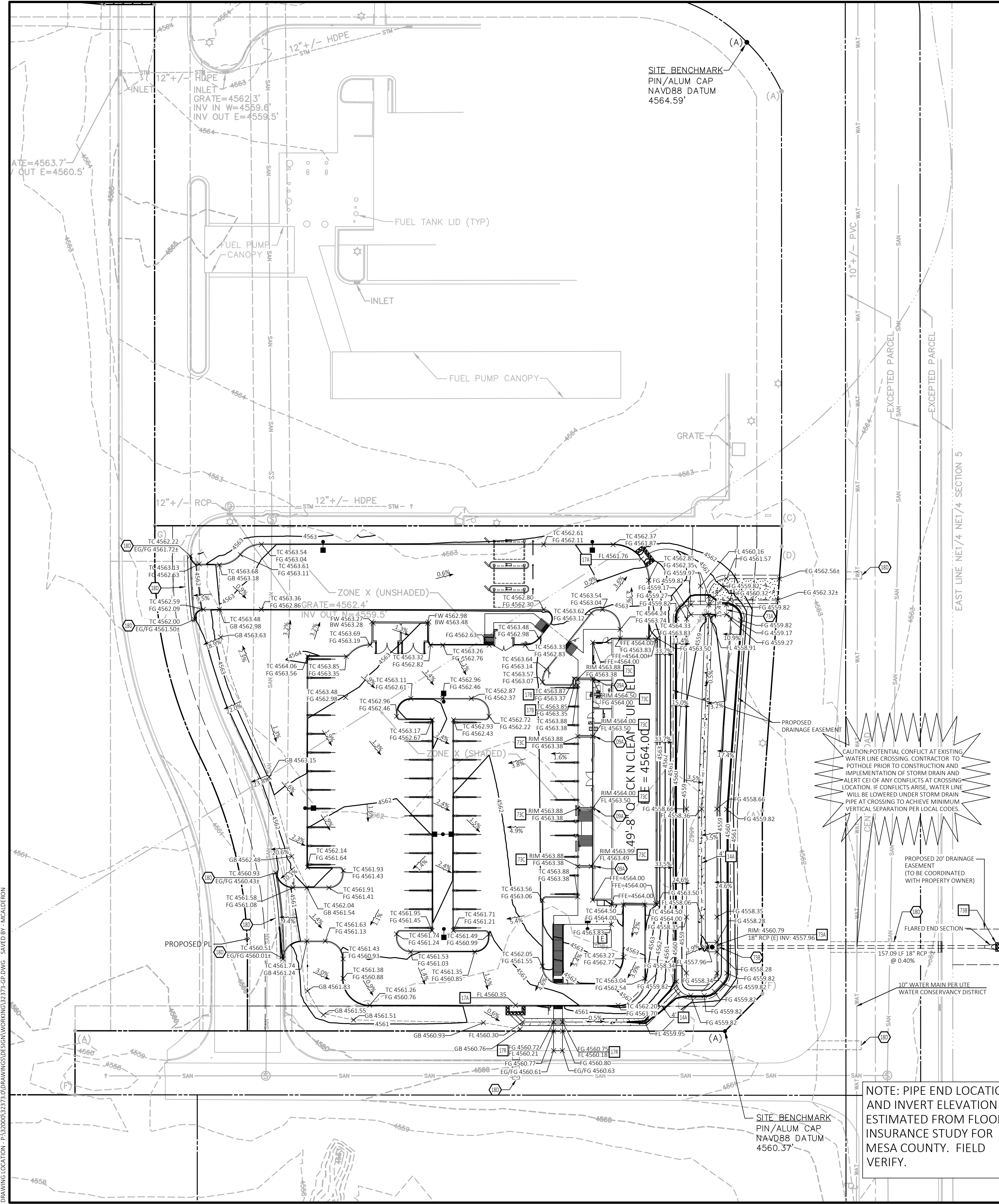
PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

FIRE SITE PLAN  
 SHEET TITLE  
 SHEET NUMBER

C3.1

DRAWING LOCATION: P:\23000\23273\00\DRAWINGS\DESIGN\WORKING\23273-01.DWG. SAVED BY: BARENDIA





**811**

Know what's below.  
Call before you dig.

**EXISTING LEGEND**

REFERENCE ##### FOR EXISTING LEGEND.

**PROPOSED LEGEND**

PROPERTY LINE/RIGHT OF WAY LINE  
GRADE BREAK  
CONTOUR ELEVATIONS  
STORM DRAIN  
SPOT ELEVATIONS:  
EG = EXISTING GRADE  
FFE = FINISHED FLOOR ELEVATION  
FG = FINISHED GRADE  
FL = FLOW LINE  
GB = GRADE BREAK  
TC = TOP OF CURB

**GENERAL GRADING NOTES**

- PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS.
- CONTRACTOR HAS THE OPTION TO BID THE FOLLOWING MATERIAL FOR THE STORM SEWER SYSTEM EXCEPT WHERE OTHERWISE NOTED: HDPE, PP, PVC OR RCP AS INDICATED ON CS-2 - POST DRAINAGE MAP - RUNOFF ANALYSIS WHERE THE WORD PIPE IS USED. ALL PIPES SHALL HAVE A MAXIMUM ROUGHNESS COEFFICIENT ("N") OF 0.013 AND SHALL MEET OR EXCEED THE PIPE MANUFACTURERS REQUIREMENTS FOR MINIMUM AND MAXIMUM COVER. CONTRACTOR SHALL REFER TO THE SITEMARK SPECIFICATION SECTION FOR STORM SEWER SYSTEMS FOR ACCEPTABLE TYPE AND MATERIAL.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS (SEE LANDSCAPE PLAN FOR SEED MIX AND PROPER APPLICATION RATE). ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
- UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL STORM DRAIN PIPE BEDDING SHALL BE INSTALLED PER DETAIL 28A. ALL STORM DRAIN PIPES ARE MEASURED FROM CENTER OF STRUCTURES AND ENDS OF FLARED END SECTIONS.

**BENCHMARK**

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**GRADING NOTES**

09A DOWN SPOUTS (TYP. PER ARCH. PLANS).  
18D MATCH EXISTING PAVEMENT ELEVATIONS.  
73A 10' WIDE ACCESS RAMP  
73B INSTALL CHECKMATE ULTRA FLEX INLINE CHECK VALVE

**GRADING DETAILS (REF. DETAIL SHEETS)**

14A CONCRETE SWALE (REF. SHEET C8, CONSTRUCTION DETAILS)  
17A 4" CURB CUT (REF. SHEET C8, CONSTRUCTION DETAILS)  
17B CONCRETE FLUME (SHEET C8, CONSTRUCTION DETAILS)  
17R CONCRETE FLUME WITH STEEL PLATE (REF. SHEET C8, CONSTRUCTION DETAILS)  
73A DETENTION BASIN OUTFALL STRUCTURE (REF. SHEET C9, CONSTRUCTION DETAILS)  
73B RIP-RAP PAD (REF. SHEET C9, CONSTRUCTION DETAILS)  
73C TRENCH DRAIN (SHEET C9, CONSTRUCTION DETAILS)

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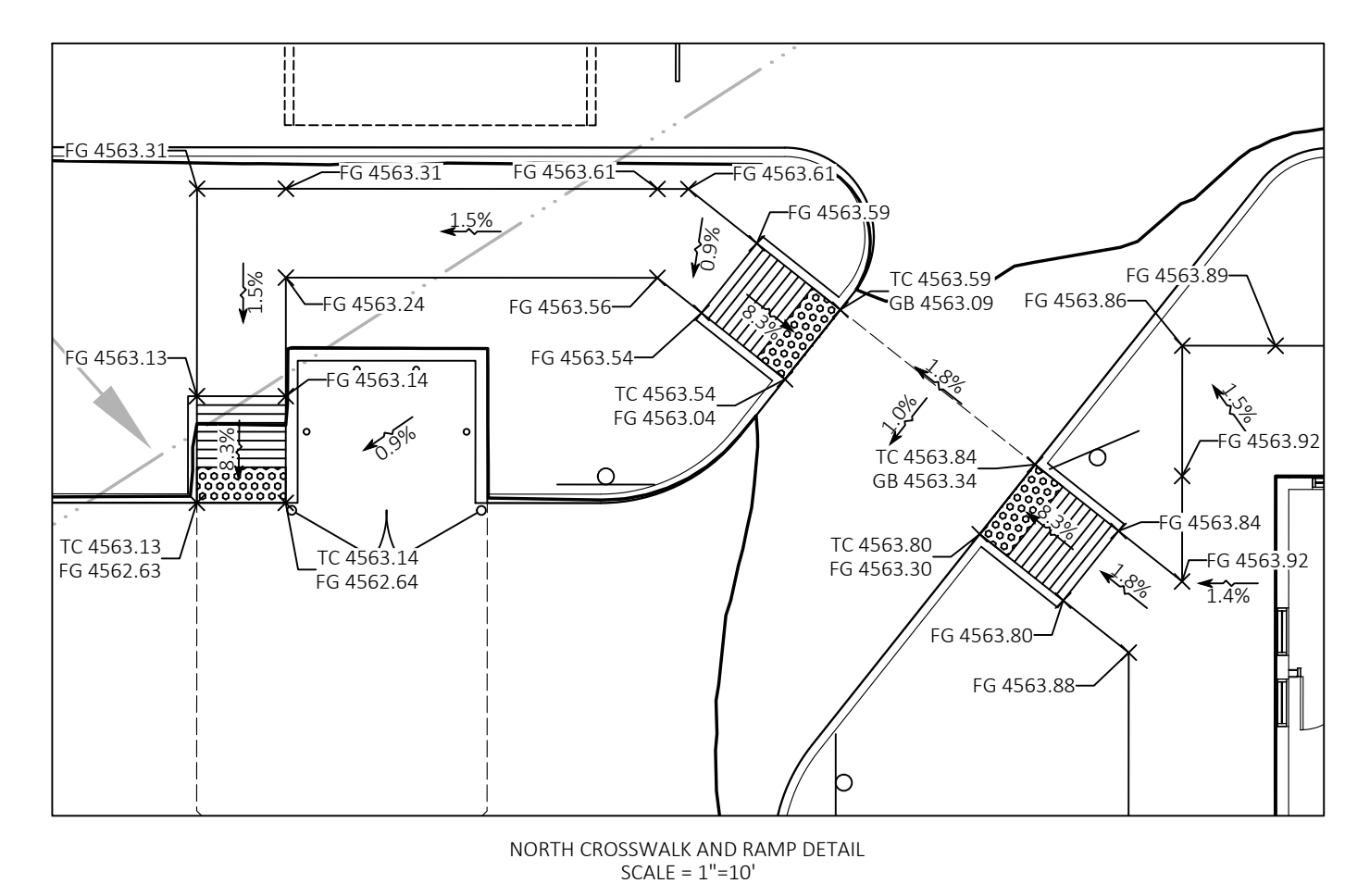
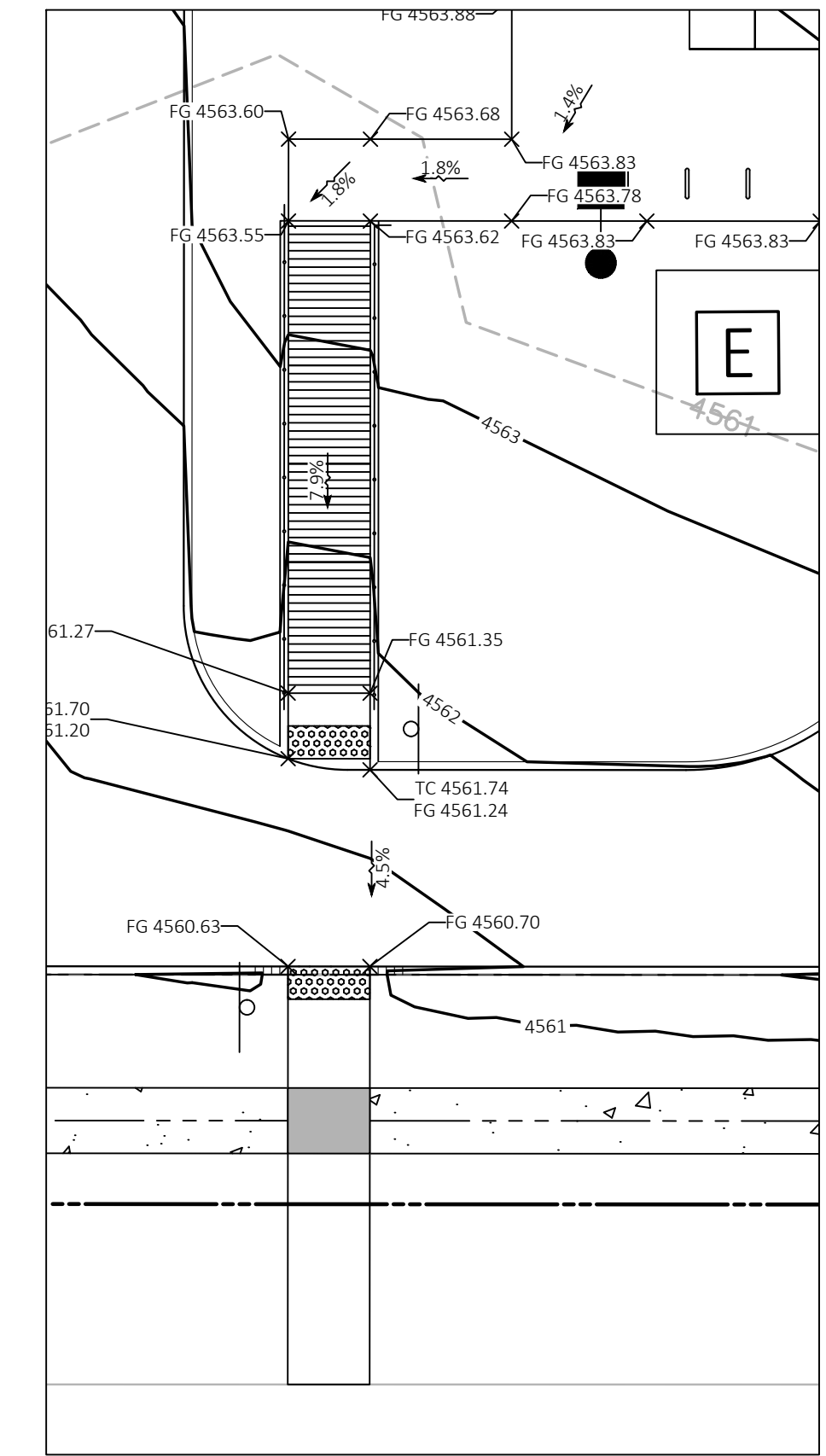
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NOTE: PIPE END LOCATION AND INVERT ELEVATION ESTIMATED FROM FLOOD INSURANCE STUDY FOR MESA COUNTY. FIELD VERIFY.



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**REVISION**

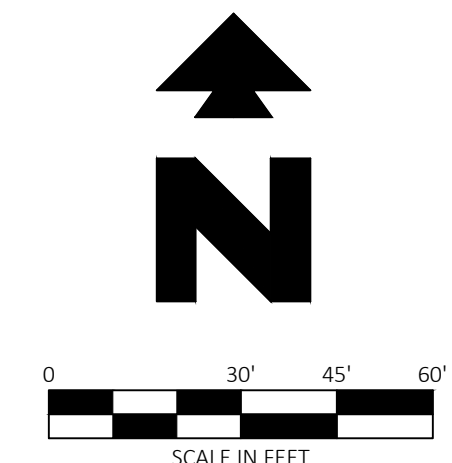
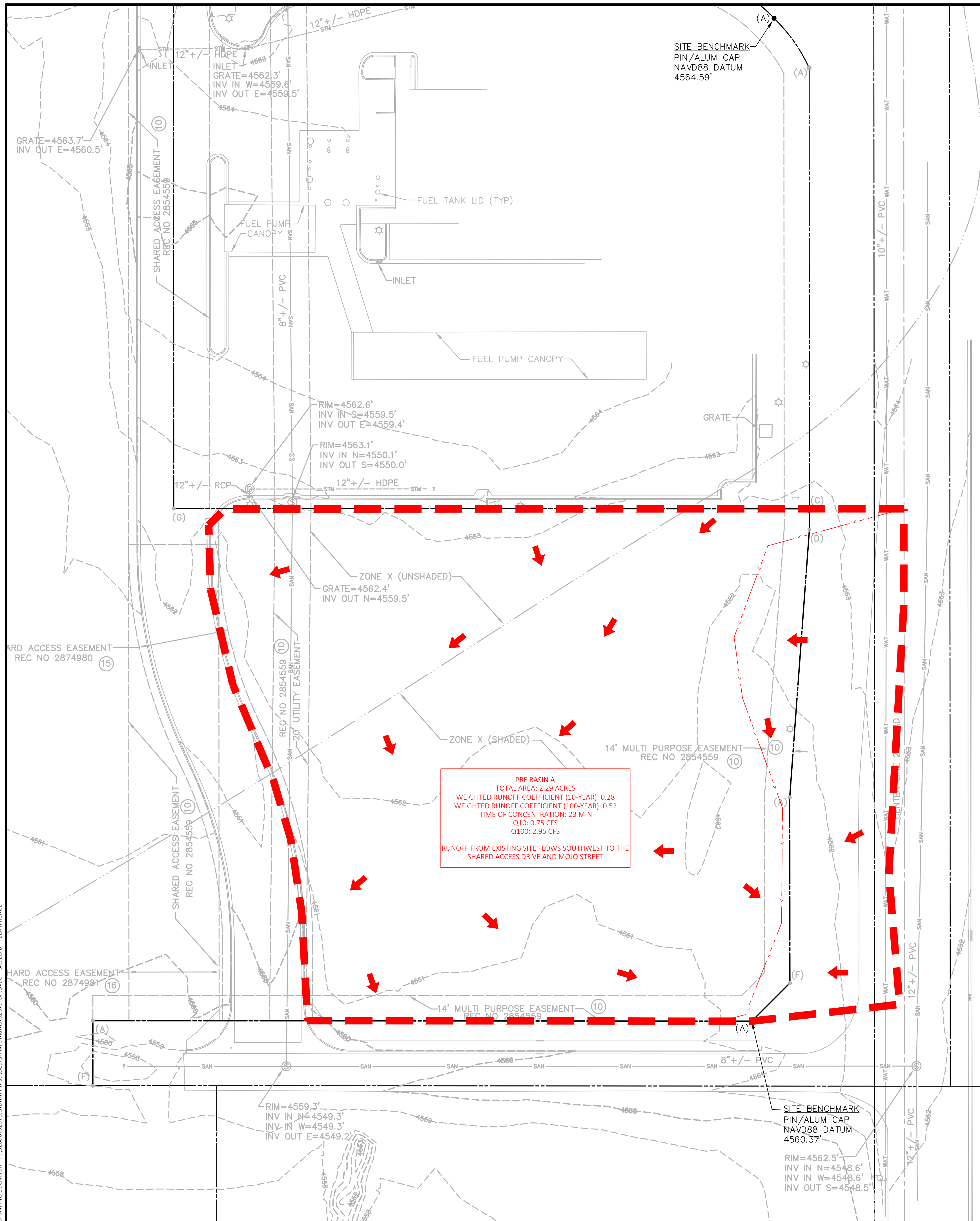
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PROFESSIONAL OF RECORD TAB  
PROJECT MANAGER JCH  
DESIGNER MBC  
CEI PROJECT NUMBER 32373  
DATE 11/3/2022  
REVISION REV-2

GRADING PLAN  
SHEET TITLE  
SHEET NUMBER  
**C5**

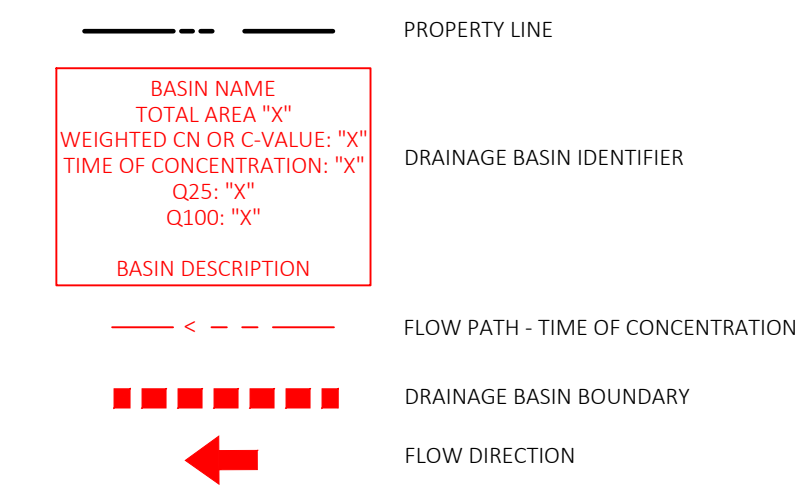


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**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**PROPOSED LEGEND**



**PRE DRAINAGE PLAN NOTES**

STORM WATER FROM THE SITE, INCLUDING PAVEMENT WEST OF THE CROWN OF 24 ROAD, TRAVELS SOUTHWEST TO THE WEST AND SOUTH EDGES OF THE PROPERTY. WHILE THE DRAINAGE REPORT FOR GOLDEN GATE PETROLEUM, THE PROPERTY TO THE NORTH, INCLUDES THE AREA 15 FEET SOUTH OF THE SHARED PROPERTY LINE IN ITS HYDROLOGIC CALCULATIONS, SURVEY DATA SHOWS THAT THE PROPERTY LINE ACTS AS A BREAKLINE BETWEEN THE TWO PROPERTIES. OTHER THAN MINIMAL RUNOFF FROM 24 ROAD, THERE ARE NO OFFSITE DISCHARGES THAT CROSS THE PROPERTY.

**BENCHMARK**

**BENCHMARK #1:** A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE SOUTHEASTERN-MOST BOUNDARY CORNER OF SUBJECT PROPERTY. ELEV=4560.37 NAVD88  
**BENCHMARK #2:** A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59 NAVD88

**FLOOD ZONE INFORMATION**

SOUTHEASTERLY PORTION OF PROPERTY IS LOCATED IN ZONE "X" WHICH ARE AN AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, 0.1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE. THE REMAINING IS NOT LOCATED IN A FLOOD HAZARD AREA DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR GRAND JUNCTION, COLORADO.  
 MAP NUMBER: 080770801G  
 MAP REVISED: OCT. 16, 2012

**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 OF CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

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CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_



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 FAX: (559) 447-3129



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 3K1 CONSULTING SERVICES, LLC.  
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PLANS PREPARED FOR  
 QUICK N CLEAN  
 7291 E. ADOBE DRIVE, SUITE 115  
 SCOTTSDALE, AZ 85255  
 PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

QUICK N CLEAN  
 691 24 ROAD  
 GRAND JUNCTION, COLORADO 81505

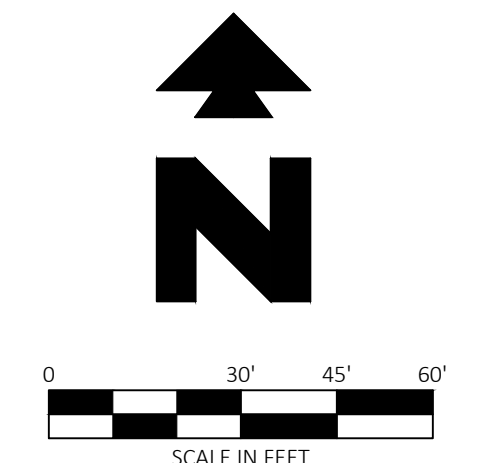
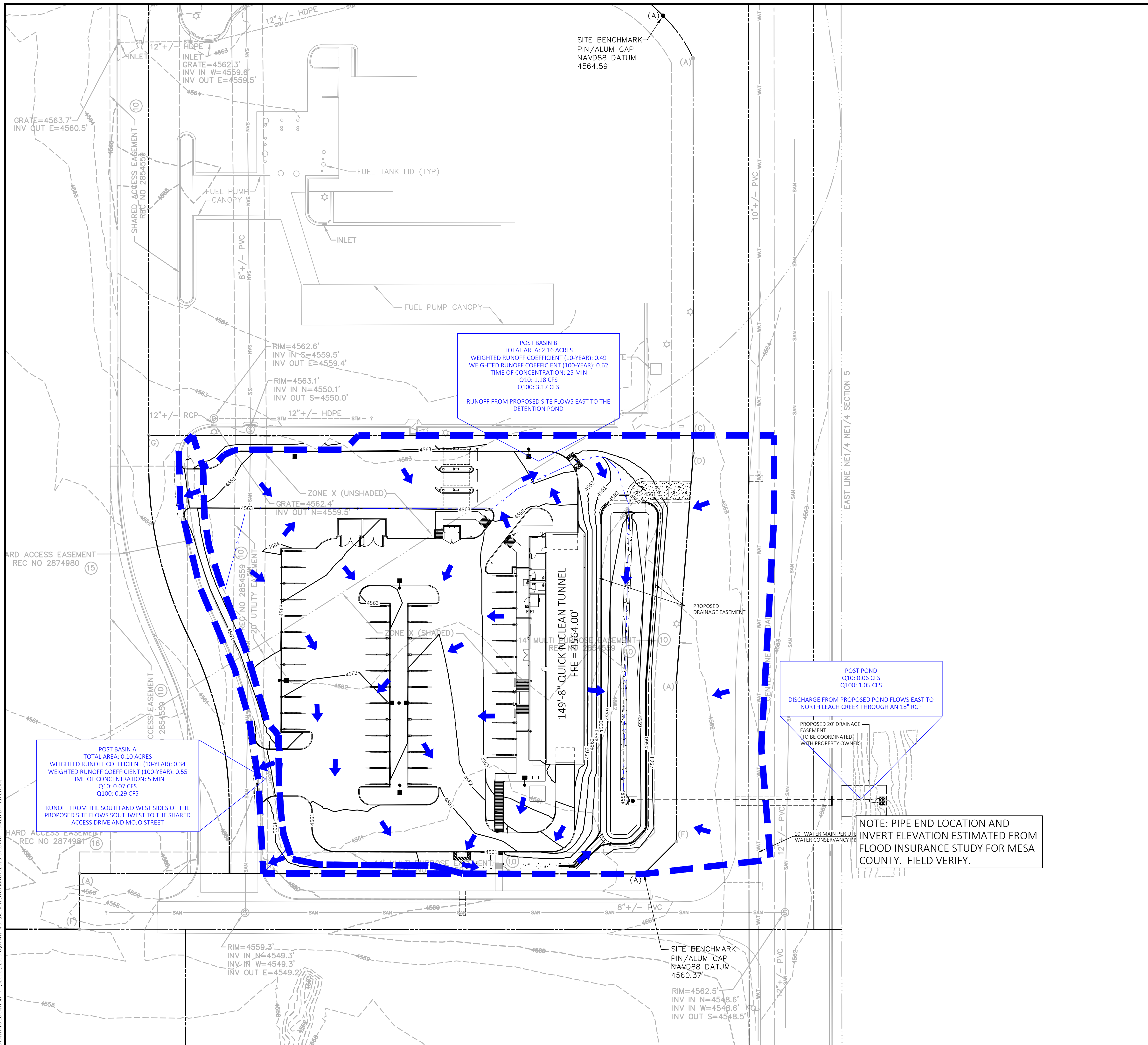


PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

PRE DRAINAGE MAP  
 SHEET TITLE  
 SHEET NUMBER

C5.1

DRAWING LOCATION: P:\323000\32373\0\DRAWINGS\DESIGN\WORKING\32373-DP.DWG, SAVED BY: LAWRENCE



**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**PROPOSED LEGEND**

- PROPERTY LINE
- STORM DRAIN
- DRAINAGE BASIN BOUNDARY
- DRAINAGE BASIN IDENTIFIER
- FLOW PATH - TIME OF CONCENTRATION
- OVERLAND FLOW RELIEF PATH - 100YR STORM

**POST DRAINAGE PLAN NOTES**

STORM WATER TRAVELS SOUTH AND WEST FROM THE SOUTH AND WEST EDGES OF THE PROPERTY RESPECTIVELY TO THE SHARED ACCESS DRIVE AND MOJO STREET.

STORM WATER TRAVELS EAST ALONG THE NORTH DRIVE, EXITS THROUGH A CURB CUT JUST NORTH OF THE CAR WASH ENTRANCE, AND CONTINUES SOUTHEAST TO THE POND.

STORM WATER TRAVELS SOUTH THROUGH THE PARKING LOT, EXITS THROUGH A CURB CUT, AND CONTINUES EAST TO THE POND.

STORM WATER EXITS THE POND THROUGH AN OUTLET STRUCTURE, FLOWS UNDER 24 ROAD THROUGH AN 18" REINFORCED CONCRETE PIPE, AND DISCHARGES NEAR NORTH LEACH CREEK.

THE LOCATION OF THE DISCHARGE POINT NEAR NORTH LEACH CREEK WAS APPROXIMATED WITH AERIAL IMAGERY. THE ELEVATION OF THE DISCHARGE POINT WAS APPROXIMATED BY UTILIZING THE FLOOD INSURANCE STUDY (FIS) FOR MESA COUNTY.

**BENCHMARK**

BENCHMARK #1: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE SOUTHEASTERN-MOST BOUNDARY CORNER OF SUBJECT PROPERTY. ELEV=4560.37' NAVD88

BENCHMARK #2: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

**FLOOD ZONE INFORMATION**

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MAP NUMBER: 08077C0810G  
MAP REVISED: OCT. 16, 2012

**ACCEPTANCE BLOCK**

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CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

POST BASIN A  
TOTAL AREA: 0.10 ACRES  
WEIGHTED RUNOFF COEFFICIENT (10-YEAR): 0.34  
WEIGHTED RUNOFF COEFFICIENT (100-YEAR): 0.55  
TIME OF CONCENTRATION: 5 MIN  
Q10: 0.07 CFS  
Q100: 0.29 CFS

RUNOFF FROM THE SOUTH AND WEST SIDES OF THE PROPOSED SITE FLOWS SOUTHWEST TO THE SHARED ACCESS DRIVE AND MOJO STREET

POST BASIN B  
TOTAL AREA: 2.16 ACRES  
WEIGHTED RUNOFF COEFFICIENT (10-YEAR): 0.49  
WEIGHTED RUNOFF COEFFICIENT (100-YEAR): 0.62  
TIME OF CONCENTRATION: 25 MIN  
Q10: 1.18 CFS  
Q100: 3.17 CFS

RUNOFF FROM PROPOSED SITE FLOWS EAST TO THE DETENTION POND

POST POND  
Q10: 0.06 CFS  
Q100: 1.05 CFS

DISCHARGE FROM PROPOSED POND FLOWS EAST TO NORTH LEACH CREEK THROUGH AN 18" RCP

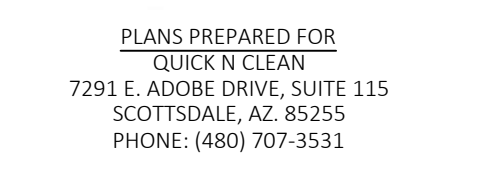
NOTE: PIPE END LOCATION AND INVERT ELEVATION ESTIMATED FROM FLOOD INSURANCE STUDY FOR MESA COUNTY. FIELD VERIFY.



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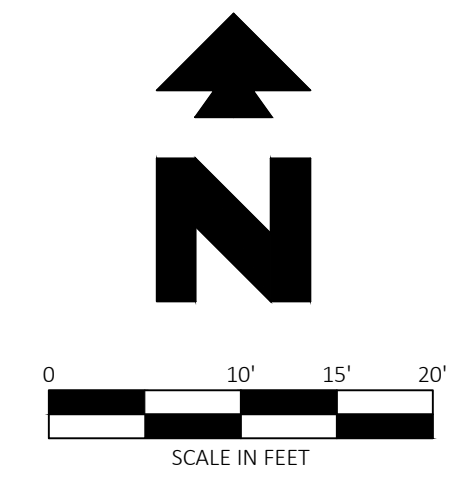
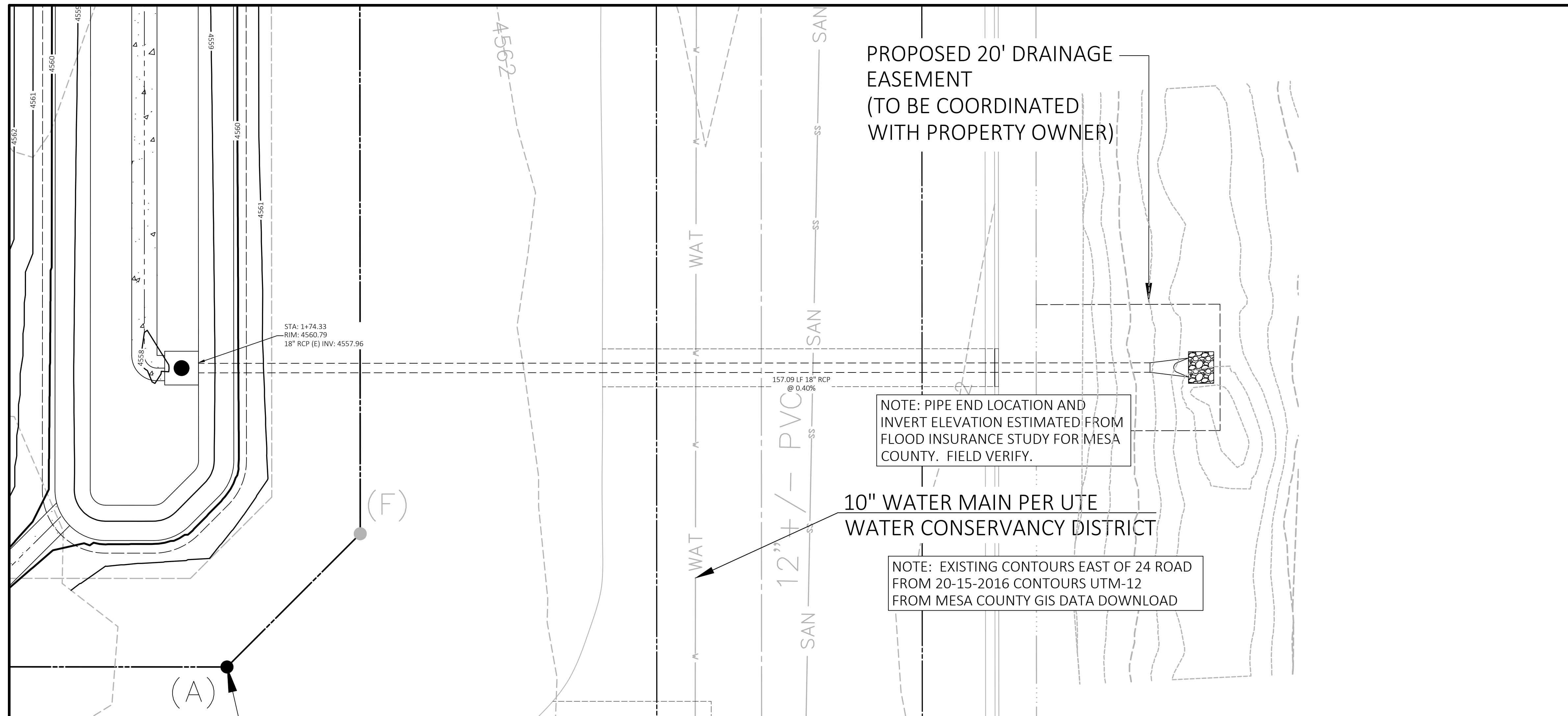
PLANS PREPARED FOR  
QUICK N CLEAN  
7291 E. ADOBE DRIVE, SUITE 115  
SCOTTSDALE, AZ 85255  
PHONE: (480) 707-3531

QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

POST DRAINAGE MAP  
SHEET TITLE  
SHEET NUMBER  
**C5.2**



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**QUICK N CLEAN**  
PLANS PREPARED FOR  
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7291 E. ADOBE DRIVE, SUITE 115  
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REVISION		
NO.	DESCRIPTION	DATE

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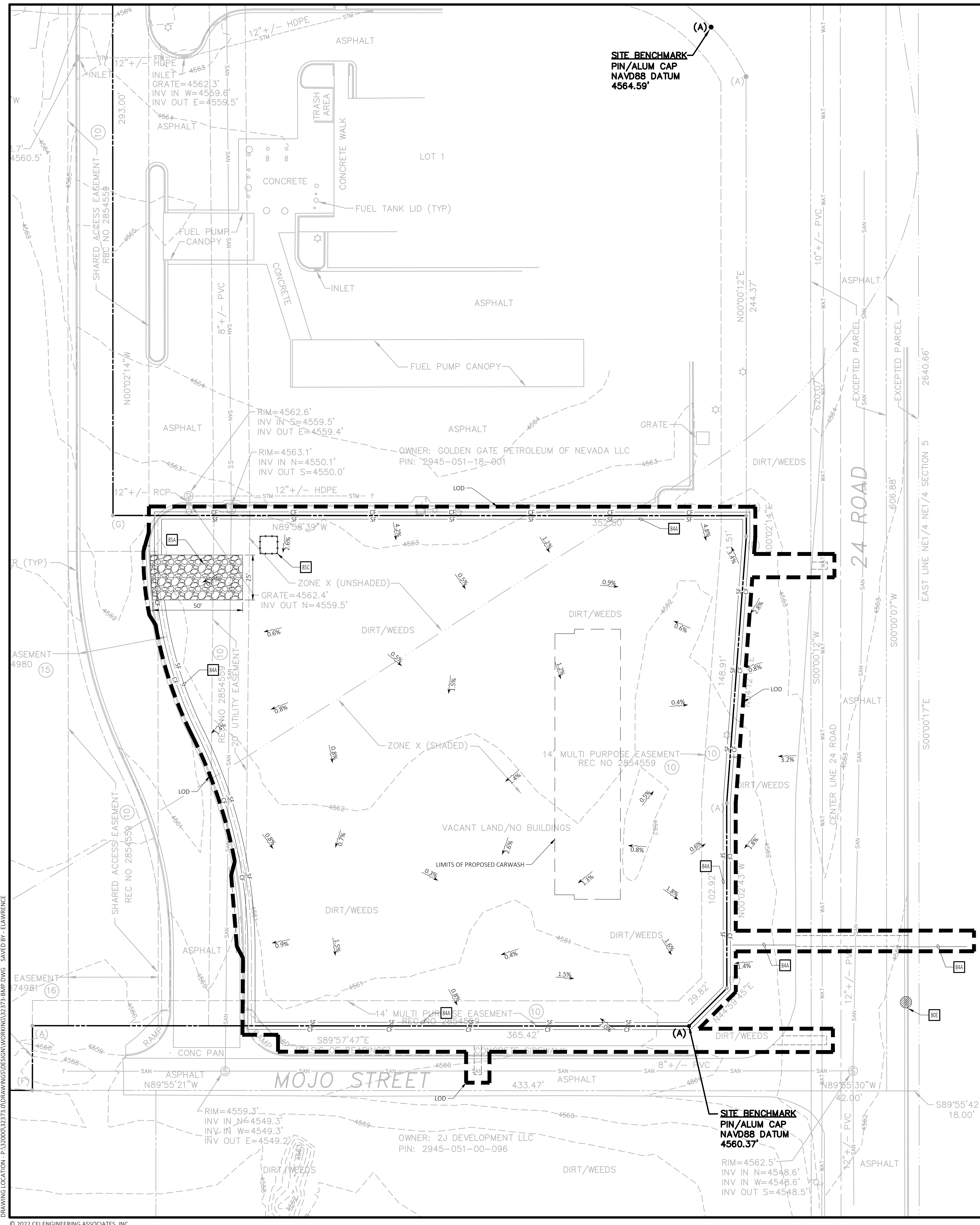
CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

STORM SEWER PLAN AND PROFILE  
SHEET TITLE  
SHEET NUMBER

**C5.3**

DRAWING LOCATION: P:\22000\32373\02\DRAWINGS\DESIGN\WORKING\32373-PP-DWG.SAVED BY: JRMENDIA

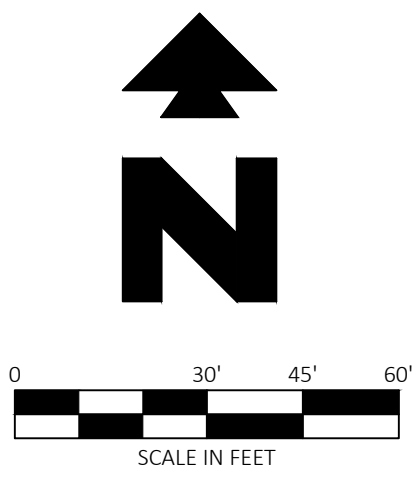


**GENERAL EROSION NOTES**

- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE STATE OF COLORADO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- A COPY OF THE SWPPP AND EROSION CONTROL PLANS, INCLUDING APPLICABLE DETAIL SHEETS, MUST REMAIN ON SITE THROUGHOUT CONSTRUCTION AND MADE AVAILABLE TO THE PUBLIC UNTIL THE SITE IS TERMINATED AND/OR PERMANENTLY STABILIZED PER THE NPDES PERMIT.
- THE CONTRACTOR MUST UPDATE THE SWPPP AND EROSION CONTROL PLANS TO REFLECT THE PROGRESS OF CONSTRUCTION AND GENERAL CHANGES TO THE PROJECT SITE. CHANGES MAY INCLUDE BMP INSTALLATION, MODIFICATION, OR REMOVAL, CONSTRUCTION ACTIVITIES, CLEARING, GRUBBING, OR GRADING, AND TEMPORARY OR PERMANENT STABILIZATION.
- THE CONTRACTOR MUST ADHERE TO ANY HOURS OF WORK, NOISE LEVEL, OR OTHER CONSTRUCTION RELATED RESTRICTIONS IN ACCORDANCE WITH LOCAL OR STATE REGULATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ANY OFFSITE BORROW, SPOIL, OR STORAGE AREAS TO BE UTILIZED, BUT NOT PROVIDED WITHIN THE PROJECT'S LIMITS OF DISTURBANCE, ARE TO BE PROPERLY LICENSED AND PERMITTED.
- THE NPDES PERMIT DOES ALLOW CERTAIN NON-STORMWATER DISCHARGES AT THE CONSTRUCTION SITE, SEE NPDES PERMIT, PART 5 SECTION 5.4 FOR A COMPLETE LIST OF PERMITTED DISCHARGES. THESE DISCHARGES MUST BE TREATED BY AN ONSITE BMP PRIOR TO LEAVING THE SITE AND MUST NOT CAUSE EROSION OR DAMAGE TO DOWNSTREAM PROPERTIES AND INFRASTRUCTURE. ALL OTHER DISCHARGES ARE STRICTLY PROHIBITED UNLESS AN APPLICABLE PERMIT HAS BEEN OBTAINED PRIOR TO THE DISCHARGE BY THE CONTRACTOR.
- THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA, EMPLOYEE BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS AND TOILET FACILITIES. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER AND DEPICTED ON THE ONSITE EROSION CONTROL PLAN.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN THESE MATERIALS AND STORM WATER THAT IS DISCHARGED FROM THE SITE.
- MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLotation BOOMS TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- ADEQUATE HOUSEKEEPING MEASURES SHALL BE IMPLEMENTED SO THAT LOOSE TRASH, MATERIALS, TOOLS, AND EQUIPMENT ARE COLLECTED AND PROPERLY STORED AT THE CONSTRUCTION SITE.
- DUST ON THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- NO RUBBISH, TRASH, GARBAGE OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES, DRAINAGE STRUCTURES, OR WATERS OF THE STATE.
- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL STOP FOR AT LEAST 14 DAYS SHALL BE TEMPORARILY STABILIZED IMMEDIATELY.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IMMEDIATELY, BUT NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE LANDSCAPING PLAN.
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER.
- ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AFTER THE STABILIZATION OF THE SITE AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS.
- IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- ALL EXISTING AND PROPOSED STORM SEWER PIPES, DRAINAGE STRUCTURES, AND DRAINAGE DITCHES WITHIN THE PROJECT AREA SHALL BE CLEANED OF ANY TRASH AND ACCUMULATED SEDIMENT PRIOR TO FINAL STABILIZATION.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
- DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATTLES, ETC.) TO HELP PREVENT EROSION AND STORM WATER POLLUTION.
- ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAINS & UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- IN AN EMERGENCY SITUATION, THE CONTRACTOR IS RESPONSIBLE FOR MODIFYING OR ADDING BMPs NECESSARY TO STOP POLLUTANT OR SEDIMENT DISCHARGES FROM THE CONSTRUCTION SITE AND PROTECT THE WATER QUALITY OF THE RECEIVING WATERBODY.
- IF AN EXCAVATION NEEDS TO BE DEWATERED DUE TO A RECENT RAINFALL EVENT, THE CONTRACTOR CAN DEWATER THE EXCAVATION VIA A PUMPED FILTER BAG. THE PUMPED FILTER BAG MUST DISCHARGE ONTO A STABILIZED SURFACE AND UPSTREAM OF AN EROSION CONTROL BMP LIKE A SEDIMENT BASIN/TRAP, SILT FENCE, OR OTHER PERIMETER BMP. IT IS STRICTLY PROHIBITED TO DISCHARGE THE PUMPED FILTER BAG INTO A STORM DRAIN OR OTHER CONVEYANCE STRUCTURE WITHOUT THE RUNOFF BEING TREATED VIA AN EROSION CONTROL BMP FIRST.

**SEQUENCE OF CONSTRUCTION**

- NOTE: DOWNSLOPE PROTECTIVE MEASURES MUST ALWAYS BE IN PLACE BEFORE SOIL IS DISTURBED. CONSTRUCTION STEPS CAN BE IMPLEMENTED CONCURRENTLY ONLY IF ASSOCIATED DOWNSLOPE PROTECTIVE MEASURES HAVE BEEN INSTALLED FOR EACH ACTIVITY.
- INSTALL STABILIZED CONSTRUCTION ENTRANCES.
  - CONSTRUCT THE SILT FENCES ON THE SITE.
  - PREPARE TEMPORARY PARKING AND STORAGE AREA.
  - CLEAR AND GRUB THE SITE.
  - BEGIN GRADING THE SITE.
  - AS GRADING PROGRESSES, INSTALL SWP-CI (BIG RED) AT ALL NEWLY CONSTRUCTED ENTRANCES.
  - START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
  - TEMPORARILY SEED DENuded AREAS.
  - INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
  - INSTALL INLET PROTECTION DEVICES ON NEW INLETS.
  - INSTALL RIPRAP AROUND OUTLET STRUCTURES.
  - PREPARE SITE FOR PAVING.
  - PAVE SITE.
  - COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
  - REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).



**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**PROPOSED LEGEND**

- PROPERTY LINE/RIGHT OF WAY LINE
- LIMITS OF DISTURBANCE
- CONSTRUCTION FENCE (2' OFFSET FOR CLARITY)
- SILT FENCE (2' OFFSET FOR CLARITY)
- CONCRETE WASHOUT

AREA OF DISTURBANCE = 1.99 ACRES 86,947 S.F.)

**SOIL TYPES**

- TURKEY CLAY LOAM, 0-2% SLOPES
- APPROXIMATE LIMITS OF SOIL TYPE

**GENERAL EROSION NOTES CONT'D**

**MAINTENANCE**  
ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION, AND SHOULD BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR SHALL BE REPLACED IF THEY SHOW SIGNS OF DETERIORATION.
- ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEED AS NEEDED.
- SILT FENCES AND WATTLES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES AND WATTLES WHEN IT REACHES ONE-THIRD TO ONE-HALF THE HEIGHT OF THE BMP.
- THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
- THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- IF THE STONES IN THE GRAVEL INLET SEDIMENT FILTERS OR ROCK CHECK DAMS BECOME CLOGGED WITH SEDIMENT, THE STONES MUST BE PULLED AWAY, CLEANED AND REPLACED.
- DIVERSION DIKES AND/OR DITCHES SHALL BE CHECKED REGULARLY FOR EROSION AND SCOUR. ANY ERODED AREAS FOUND MUST BE IMMEDIATELY REPAIRED.
- CONCRETE WASHOUT AREAS SHALL BE CHECKED REGULARLY FOR LEAKS AND CAPACITY. ALL LEAKS MUST BE REPAIRED IMMEDIATELY. WHEN THE WASHOUT VOLUME HAS BEEN REDUCED BY 85%, THE BMP MUST BE REMOVED AND REPLACED.

**EROSION DETAILS (REF DETAIL SHEET)**

- 80E TEMPORARY GRAVEL CURB INLET FILTER (REF TO C6.2 - EROSION CONTROL DETAILS)
- 84A TEMPORARY SILT FENCE (REF TO C6.2 - EROSION CONTROL DETAILS)
- 85A TEMPORARY STONE CONSTRUCTION ENTRANCE (REF TO C6.2 - EROSION CONTROL DETAILS)
- 85C TEMPORARY CONCRETE WASH OUT (REF TO C6.2 - EROSION CONTROL DETAILS)

**BENCHMARK**

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BENCHMARK #2: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

**ACCEPTANCE BLOCK**

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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

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CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_



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PLANS PREPARED FOR  
QUICK N CLEAN  
7291 E. ADOBE DRIVE, SUITE 115  
SCOTTSDALE, AZ 85255  
PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

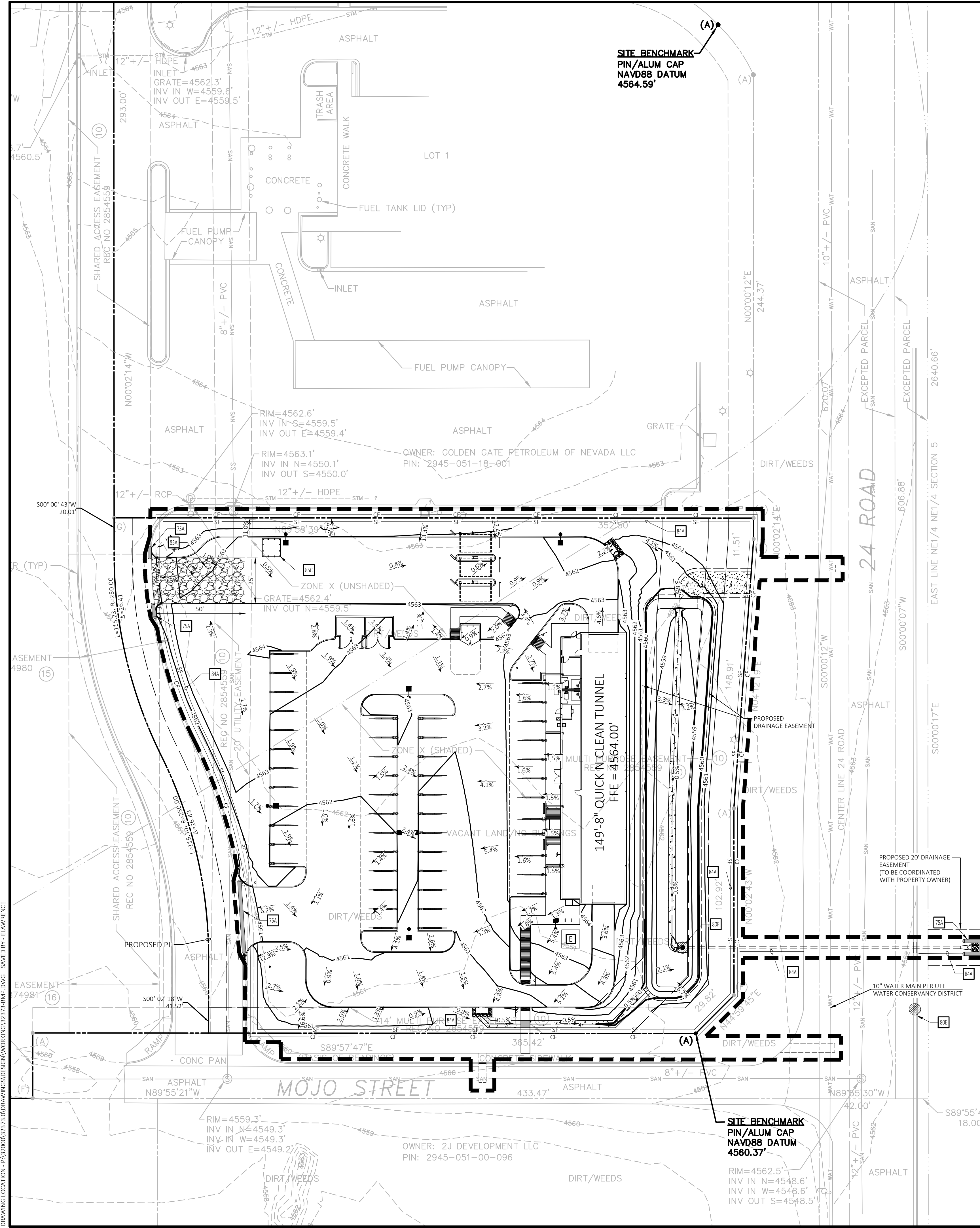
QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

EROSION CONTROL - PHASE 1  
SHEET TITLE  
SHEET NUMBER

C6



**GENERAL EROSION NOTES**

- A. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF COLORADO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- B. A COPY OF THE SWPPP AND EROSION CONTROL PLANS, INCLUDING APPLICABLE DETAIL SHEETS, MUST REMAIN ONSITE THROUGHOUT CONSTRUCTION AND MADE AVAILABLE TO THE PUBLIC UNTIL THE SITE IS TERMINATED AND/OR PERMANENTLY STABILIZED PER THE NPDES PERMIT.
- C. THE CONTRACTOR MUST UPDATE THE SWPPP AND EROSION CONTROL PLANS TO REFLECT THE PROGRESS OF CONSTRUCTION AND GENERAL CHANGES TO THE PROJECT SITE. CHANGES MAY INCLUDE BMP INSTALLATION, MODIFICATION, OR REMOVAL, CONSTRUCTION ACTIVITIES, CLEARING, GRUBBING, OR GRADING, AND TEMPORARY OR PERMANENT STABILIZATION.
- D. THE CONTRACTOR MUST ADHERE TO ANY HOURS OF WORK, NOISE LEVEL, OR OTHER CONSTRUCTION RELATED RESTRICTIONS IN ACCORDANCE WITH LOCAL OR STATE REGULATIONS.
- E. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ANY OFFSITE BORROW, SPOIL, OR STORAGE AREAS TO BE UTILIZED, BUT NOT PROVIDED WITHIN THE PROJECT'S LIMITS OF DISTURBANCE, ARE TO BE PROPERLY LICENSED AND PERMITTED.
- F. THE NPDES PERMIT DOES ALLOW CERTAIN NON-STORMWATER DISCHARGES AT THE CONSTRUCTION SITE, SEE NPDES PERMIT, PART 5 SECTION 5.4 FOR A COMPLETE LIST OF PERMITTED DISCHARGES. THESE DISCHARGES MUST BE TREATED BY AN ONSITE BMP PRIOR TO LEAVING THE SITE AND MUST NOT CAUSE EROSION OR DAMAGE TO DOWNSTREAM PROPERTIES AND INFRASTRUCTURE. ALL OTHER DISCHARGES ARE STRICTLY PROHIBITED UNLESS AN APPLICABLE PERMIT HAS BEEN OBTAINED PRIOR TO THE DISCHARGE BY THE CONTRACTOR.
- G. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA, EMPLOYEE BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS AND TOILET FACILITIES. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER AND DEPICTED ON THE ONSITE EROSION CONTROL PLAN.
- H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN THESE MATERIALS AND STORM WATER THAT IS DISCHARGED FROM THE SITE.
- I. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLotation BOOMS TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- J. ADEQUATE HOUSEKEEPING MEASURES SHALL BE IMPLEMENTED SO THAT LOOSE TRASH, MATERIALS, TOOLS, AND EQUIPMENT ARE COLLECTED AND PROPERLY STORED AT THE CONSTRUCTION SITE.
- K. DUST ON THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- L. NO RUBBISH, TRASH, GARBAGE OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES, DRAINAGE STRUCTURES, OR WATERS OF THE STATE.
- M. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
- N. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL STOP FOR AT LEAST 14 DAYS SHALL BE TEMPORARILY STABILIZED IMMEDIATELY.
- O. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IMMEDIATELY, BUT NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE LANDSCAPING PLAN.
- P. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER.
- Q. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- R. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AFTER THE STABILIZATION OF THE SITE AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS.
- S. IF SOIL STOCKPIILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
- T. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- U. ALL EXISTING AND PROPOSED STORM SEWER PIPES, DRAINAGE STRUCTURES, AND DRAINAGE DITCHES WITHIN THE PROJECT AREA SHALL BE CLEANED OF ANY TRASH AND ACCUMULATED SEDIMENT PRIOR TO FINAL STABILIZATION.
- V. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
- W. DUE TO THE GRADING CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATTLES, ETC.) TO HELP PREVENT EROSION AND STORM WATER POLLUTION.
- X. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAINS & UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- Y. IN AN EMERGENCY SITUATION, THE CONTRACTOR IS RESPONSIBLE FOR MODIFYING OR ADDING BMPs NECESSARY TO STOP POLLUTANT OR SEDIMENT DISCHARGES FROM THE CONSTRUCTION SITE AND PROTECT THE WATER QUALITY OF THE RECEIVING WATERBODY.
- Z. IF AN EXCAVATION NEEDS TO BE DEWATERED DUE TO A RECENT RAINFALL EVENT, THE CONTRACTOR CAN DEWATER THE EXCAVATION VIA A PUMPED FILTER BAG. THE PUMPED FILTER BAG MUST DISCHARGE ONTO A STABILIZED SURFACE AND UPSTREAM OF AN EROSION CONTROL BMP LIKE A SEDIMENT BASIN/TRAP, SILT FENCE, OR OTHER PERIMETER BMP. IT IS STRICTLY PROHIBITED TO DISCHARGE THE PUMPED FILTER BAG INTO A STORM DRAIN OR OTHER CONVEYANCE STRUCTURE WITHOUT THE RUNOFF BEING TREATED VIA AN EROSION CONTROL BMP FIRST.

**SEQUENCE OF CONSTRUCTION**

- NOTE: DOWNSLOPE PROTECTIVE MEASURES MUST ALWAYS BE IN PLACE BEFORE SOIL IS DISTURBED. CONSTRUCTION STEPS CAN BE IMPLEMENTED CONCURRENTLY ONLY IF ASSOCIATED DOWNSLOPE PROTECTIVE MEASURES HAVE BEEN INSTALLED FOR EACH ACTIVITY.
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
  2. CONSTRUCT THE SILT FENCES ON THE SITE.
  3. PREPARE TEMPORARY PARKING AND STORAGE AREA.
  4. CLEAR AND GRUB THE SITE.
  5. BEGIN GRADING THE SITE.
  6. AS GRADING PROGRESSES, INSTALL SWP-CI (BIG RED) AT ALL NEWLY CONSTRUCTED ENTRANCES.
  7. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
  8. TEMPORARILY SLOPE DENUDATED AREAS.
  9. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
  10. INSTALL INLET PROTECTION DEVICES ON NEW INLETS.
  11. INSTALL RIPRAP AROUND OUTLET STRUCTURES.
  12. PREPARE SITE FOR PAVING.
  13. PAVE SITE.
  14. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
  15. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

**BENCHMARK**

BENCHMARK #1: A FOUND PIN WITH ALUMINIUM CAP PLS #38616 ON THE SOUTHEASTERN-MOST BOUNDARY CORNER OF SUBJECT PROPERTY. ELEV=4560.37' NAVD88

BENCHMARK #2: A FOUND PIN WITH ALUMINIUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

**811**  
Know what's below.  
Call before you dig.

0 30' 45' 60'  
SCALE IN FEET

**EXISTING LEGEND**

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

**PROPOSED LEGEND**

- PROPERTY LINE/RIGHT OF WAY LINE
- LIMITS OF DISTURBANCE
- CONTOUR ELEVATIONS
- CF --- CONSTRUCTION FENCE (2' OFFSET FOR CLARITY)
- SF --- SILT FENCE (2' OFFSET FOR CLARITY)
- CONCRETE WASHOUT
- INLET PROTECTION
- SURFACE FLOW DIRECTION
- CONSTRUCTION ENTRANCE
- SWP-CI (BIG RED)

AREA OF DISTURBANCE = 1.99 ACRES (86,947 S.F.)

**SOIL TYPES**

- Tr --- TURKEY CLAY LOAM, 0-2% SLOPES
- APPROXIMATE LIMITS OF SOIL TYPE

**GENERAL EROSION NOTES CONT'D**

- MAINTENANCE  
ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION, AND SHOULD BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR SHALL BE REPLACED IF THEY SHOW SIGNS OF DETERIORATION.
  2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEED AS NEEDED.
  3. SILT FENCES AND WATTLES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES AND WATTLES WHEN IT REACHES ONE-THIRD TO ONE-HALF THE HEIGHT OF THE BMP.
  4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
  5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
  6. IF THE STONES IN THE GRAVEL INLET SEDIMENT FILTERS OR ROCK CHECK DAMS BECOME CLOGGED WITH SEDIMENT, THE STONES MUST BE PULLED AWAY, CLEANED AND REPLACED.
  7. DIVERSION DIKS AND/OR DITCHES SHALL BE CHECKED REGULARLY FOR EROSION AND SCOUR. ANY ERODED AREAS FOUND MUST BE IMMEDIATELY REPAIRED.
  8. CONCRETE WASHOUT AREAS SHALL BE CHECKED REGULARLY FOR LEAKS AND CAPACITY. ALL LEAKS MUST BE REPAIRED IMMEDIATELY. WHEN THE WASHOUT VOLUME HAS BEEN REDUCED BY 85%, THE BMP MUST BE REMOVED AND REPLACED.

**EROSION DETAILS (REF DETAIL SHEET)**

- 75A SWP-CI (BIG RED) OR APPROVED EQUIVALENT (REF TO C6.2 - EROSION CONTROL DETAILS)
- 80E TEMPORARY GRAVEL CURB INLET FILTER (REF TO C6.2 - EROSION CONTROL DETAILS)
- 80F TEMPORARY SILT FENCE INLET PROTECTION (REF TO C6.2 - EROSION CONTROL DETAILS)
- 80A TEMPORARY SILT FENCE (REF TO C6.2 - EROSION CONTROL DETAILS)
- 85A TEMPORARY STONE CONSTRUCTION ENTRANCE (REF TO C6.2 - EROSION CONTROL DETAILS)
- 85C TEMPORARY CONCRETE WASHOUT (REF TO C6.2 - EROSION CONTROL DETAILS)

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691 24 ROAD  
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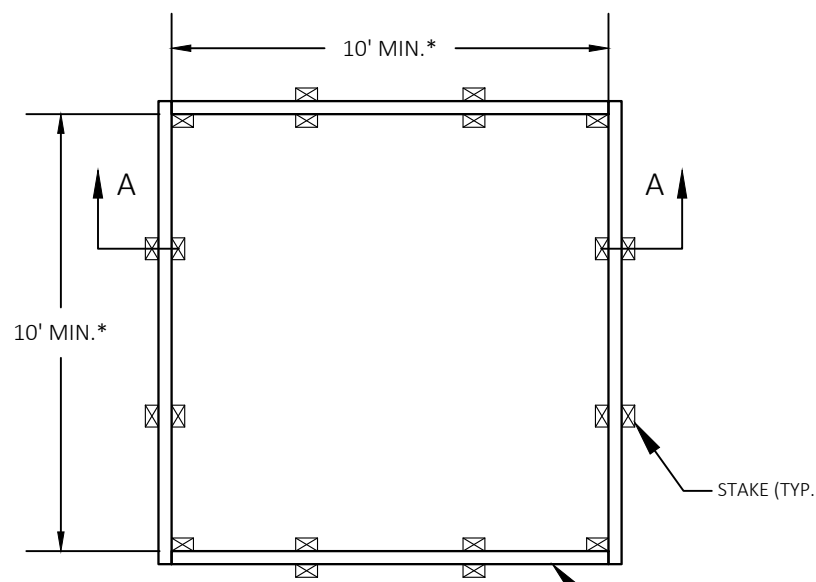


PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBG
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REVISION	REV-2

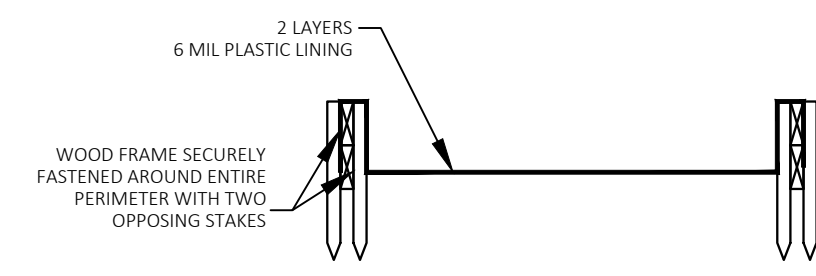
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PHASE 2  
SHEET TITLE  
SHEET NUMBER

**C6.1**

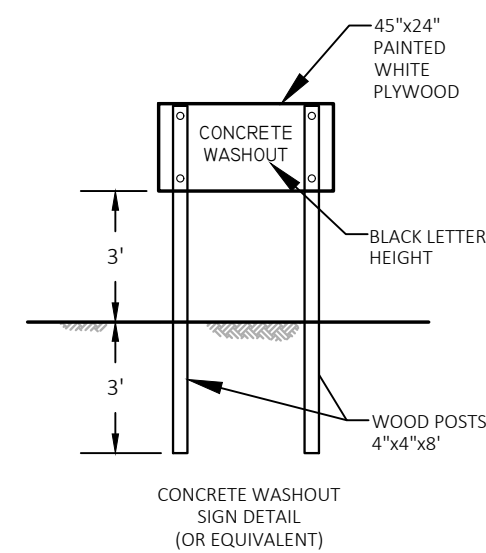




PLAN  
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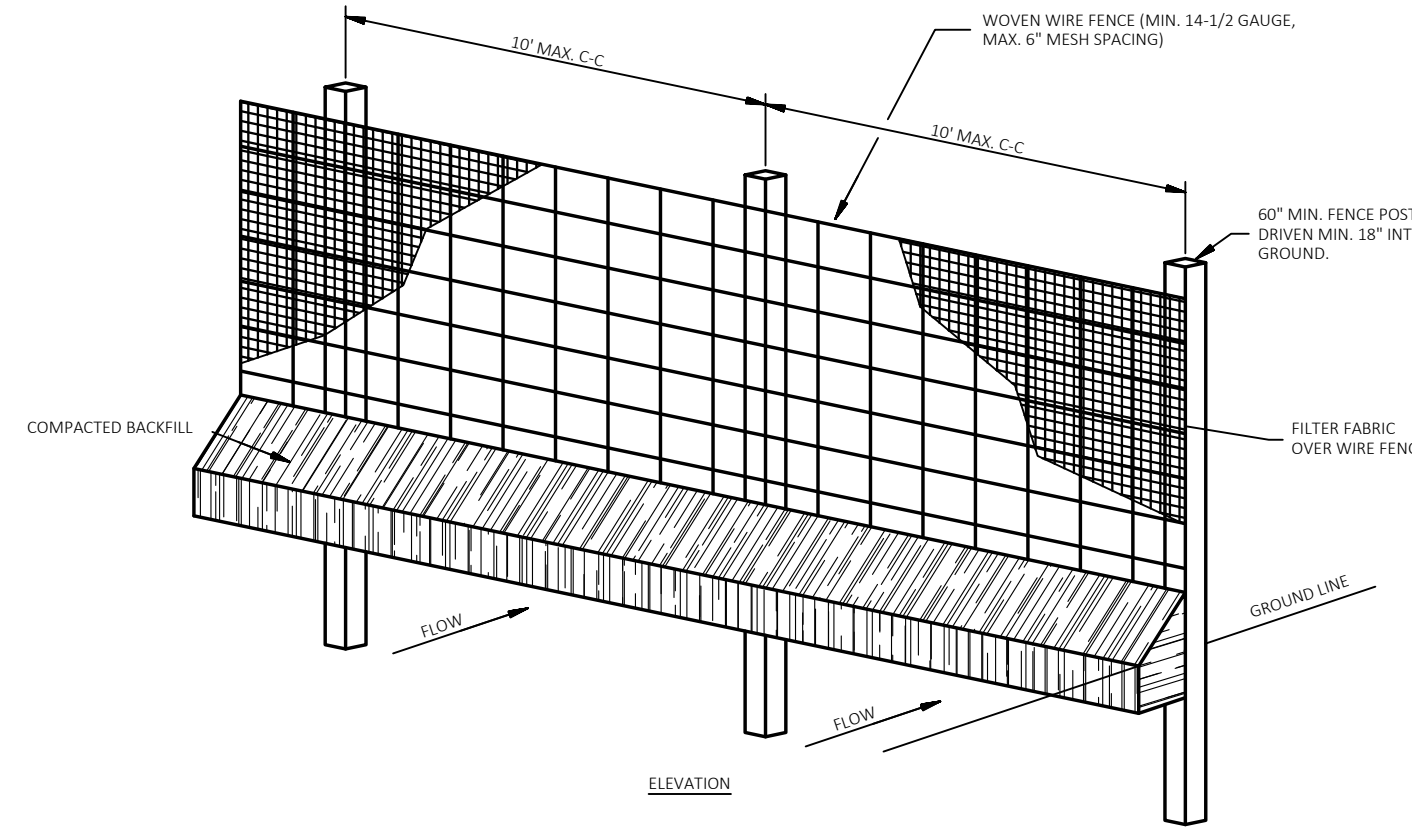


SECTION A-A  
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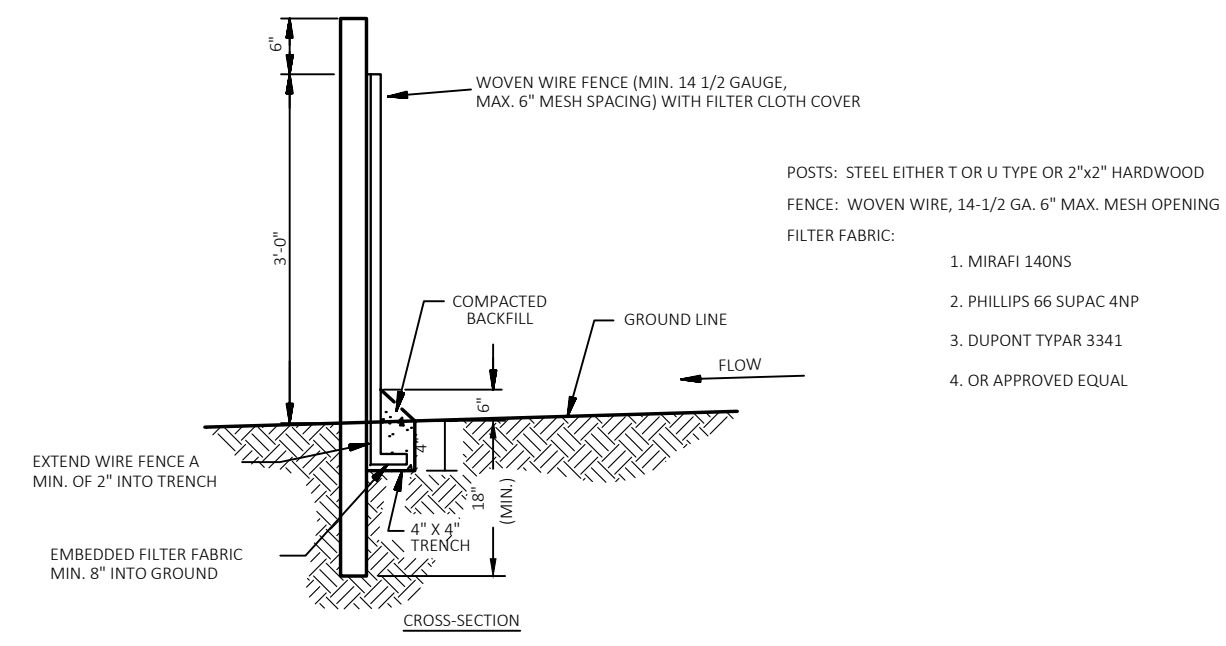


TEMPORARY CONCRETE WASHOUT  
(ABOVE GRADE)  
N.T.S.

- NOTES:
1. " " DENOTES THE INTERIOR DIMENSION.
  2. CONCRETE WASHOUT SHALL BE AT LEAST 50 FT. FROM ANY STORM SEWER INLET.
  3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



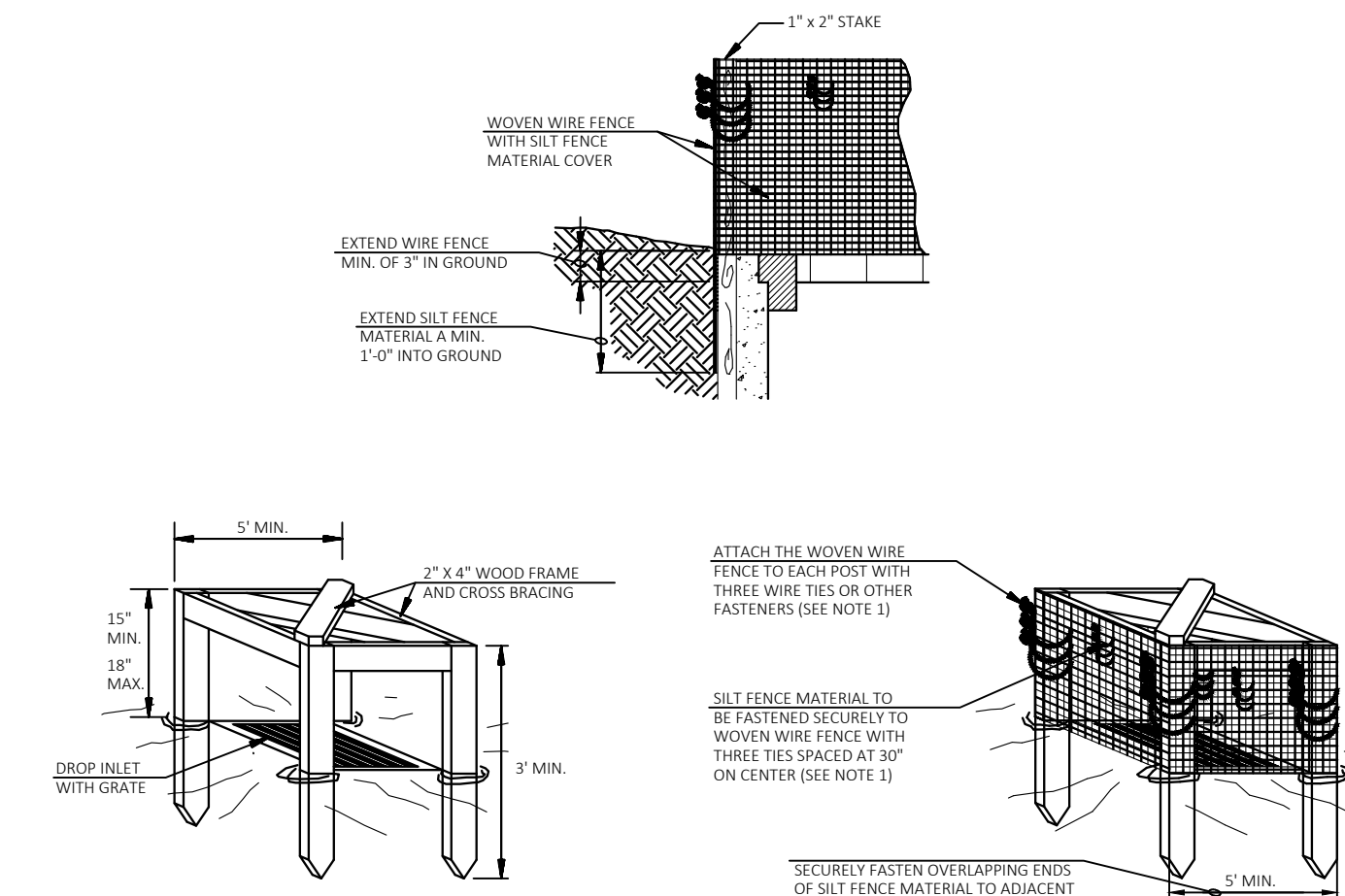
ELEVATION



CROSS-SECTION

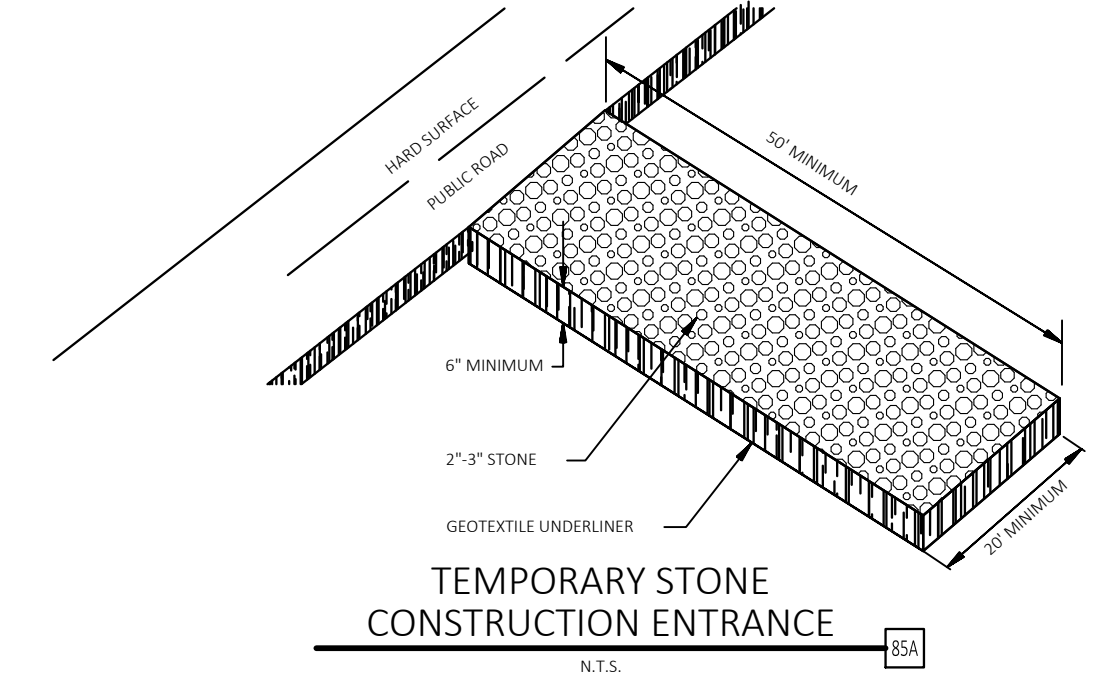
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE EROSION CONTROL PLAN. COLLECTED MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

TEMPORARY SILT FENCE  
N.T.S.

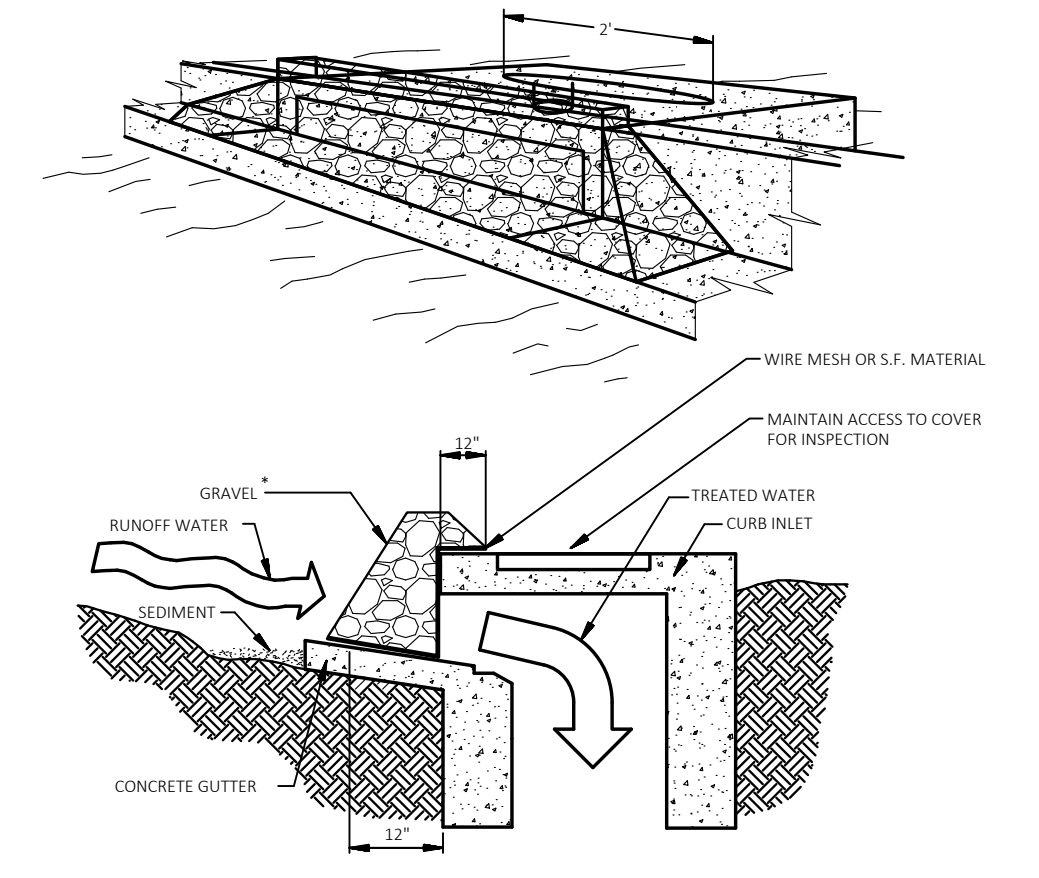


SILT FENCE  
INLET PROTECTION  
N.T.S.

1. ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS. ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART.
2. WHEN TWO SECTIONS OF SILT FENCE MATERIAL ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED ACROSS TWO POSTS.
3. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. DEPTH OF ACCUMULATED SEDIMENTS MAY NOT EXCEED ONE HALF THE HEIGHT OF THE FABRIC. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ONE HALF THE HEIGHT OF THE SILT FENCE MATERIAL BEING ABOVE GRADE.
4. ALL SILT FENCE INLETS SHALL INCLUDE WIRE SUPPORT.



TEMPORARY STONE  
CONSTRUCTION ENTRANCE  
N.T.S.



GRAVEL CURB INLET  
SEDIMENT FILTER  
N.T.S.

SPECIFIC APPLICATION  
THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

\* GRAVEL SHALL BE 2 1/2" CLEAN STONE



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EROSION CONTROL  
DETAILS  
SHEET TITLE  
SHEET NUMBER

C6.2

## SWP-CI "Big Red"

Curb Inlet Protector  
By ASP Enterprises and Storm Water Products  
Temporary and Reusable Solutions for Sediment Control



- Reusable Curb Inlet Protection
  - Environmentally Friendly
  - Drops out sediment by dissipating the water energy
- "Big Red" Filter Advantages:**
- Easy to Install
  - Versatile for a variety of curb inlets
  - Reusable and Extremely easy to clean
  - Made from 90% Inert Recycled Materials



The SWP-CI "Big Red" Filter is a **REUSABLE** inlet protector that keeps out sediment throughout the entire construction project. There are no pockets to fill, no velcro bags, no assembly etc. Simply place in front of the inlet, make sure it lays in the contour, and you are DONE!

**Simple installation** also translates into simple removal, cleanup and re-use at the next project or phase. Maintenance is simple as well by lifting the unit from the inlet, shaking the mud off of it, removing the sediment on the concrete, and placing the unit back. If it is severely filled with sediment, wash it out in a vegetated area and it is as good as new.

All of these features and benefits combine to make the SWP-CI "Big Red" curb inlet protector the **perfect choice** for all curb inlet applications. It comes in 54" long for single curb inlets and 104" lengths for double curb inlets.

- High Flow Rate
- Made of Durable High-Strength Geotextile
- Fully Reusable
- Made of Recycled Materials

## SWP-CI "Big Red"

Curb Inlet Protector  
By ASP Enterprises and Storm Water Products  
Temporary and Reusable Solutions for Sediment Control



**Specifications:**

1. Infill Material: shredded recycled rubber tires
2. Weight: approx. 10 lbs per linear foot
3. Diameter: approx. 8"

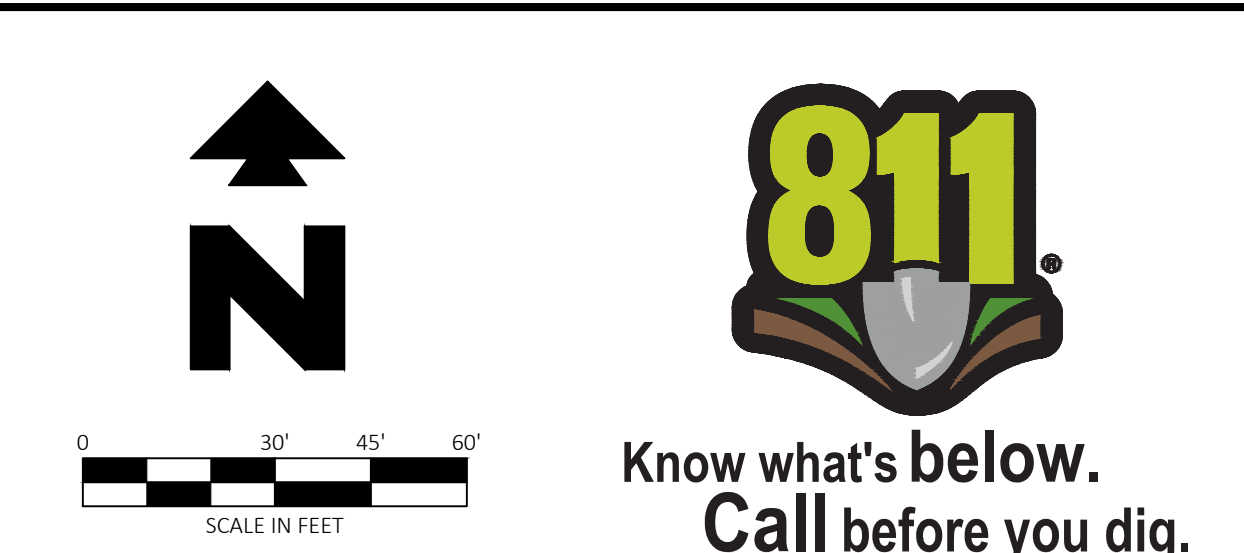
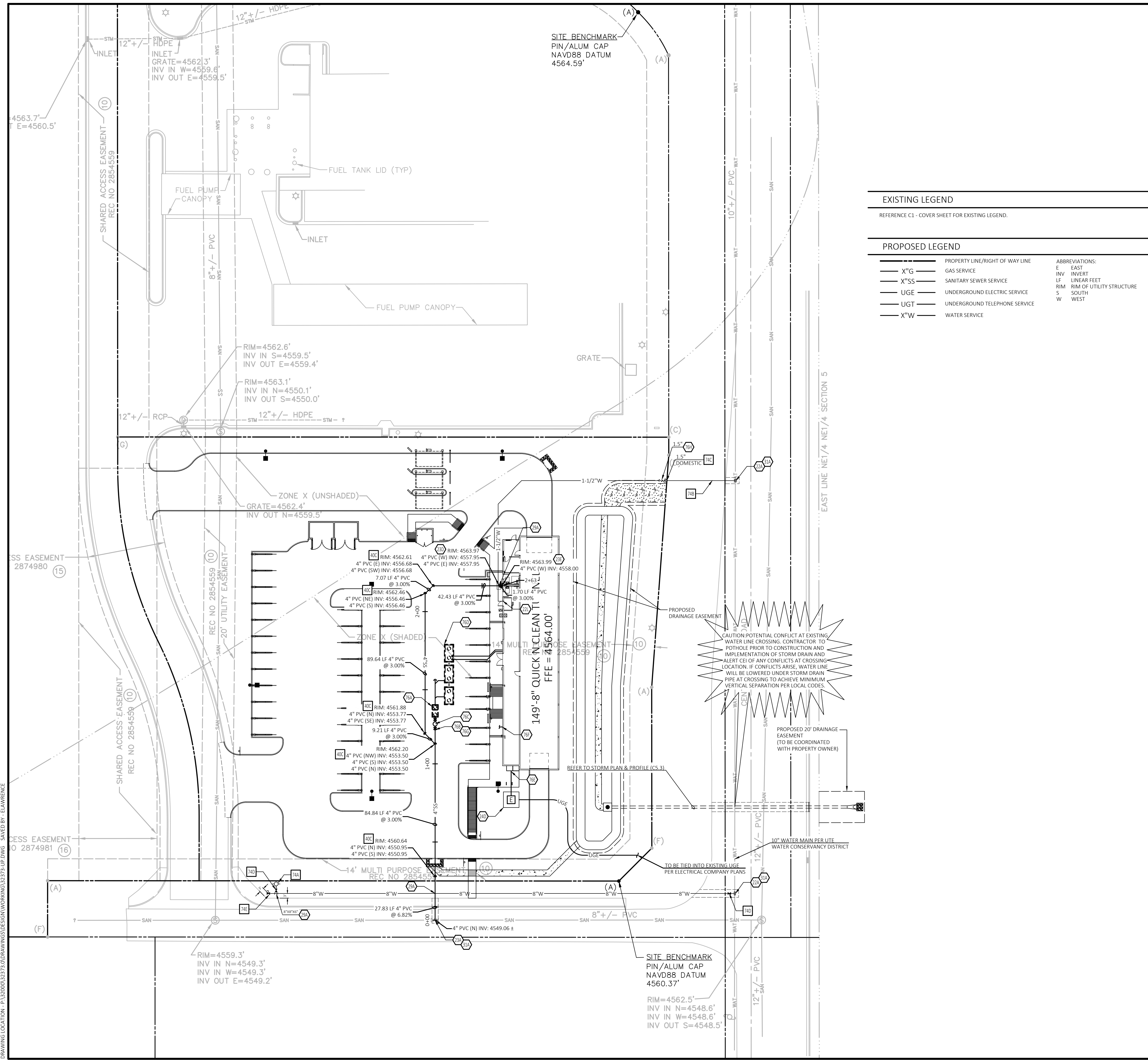
Geotextile fabric made of durable high flow fabric with the following properties:

Property	Test Method	Units	Typical Value
Weight	ASTM D5261	oz/sq. yd.	9.3
Grab Tensile Strength	ASTM D4632	lb	warp 250
		fill	290
Tear Strength (Trapezoid)	ASTM D4533	lb	warp 60
		fill	50
Burst	ASTM D3786	psi	440

(Efforts were made to determine flow rate-the fabric exceeded all capacities of the testing equipment)



ASP Enterprises and Storm Water Products assumes no liability for the accuracy or completeness of this information or for the ultimate use by the purchaser. ASP and SWP disclaim any and all express, implied, or statutory warranties, warranties or guarantees, including without limitation any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials or information furnished herewith. This document should not be construed as engineering advice.



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**3K1**  
 CLIENT  
 3K1 CONSULTING SERVICES, LLC.  
 11811 N. TATUM BOULEVARD,  
 PHOENIX, ARIZONA 85028  
 PHONE: (602) 850-8101

**QUICK N CLEAN**  
 PLANS PREPARED FOR  
 QUICK N CLEAN  
 7291 E. ADOBE DRIVE, SUITE 115  
 SCOTTSDALE, AZ 85255  
 PHONE: (480) 707-3531

REVISION		
NO.	DESCRIPTION	DATE

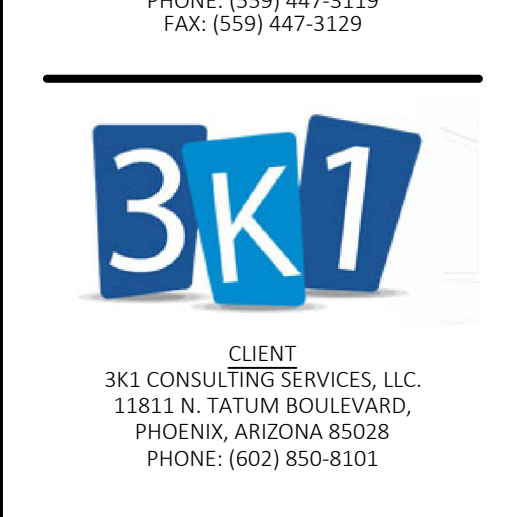
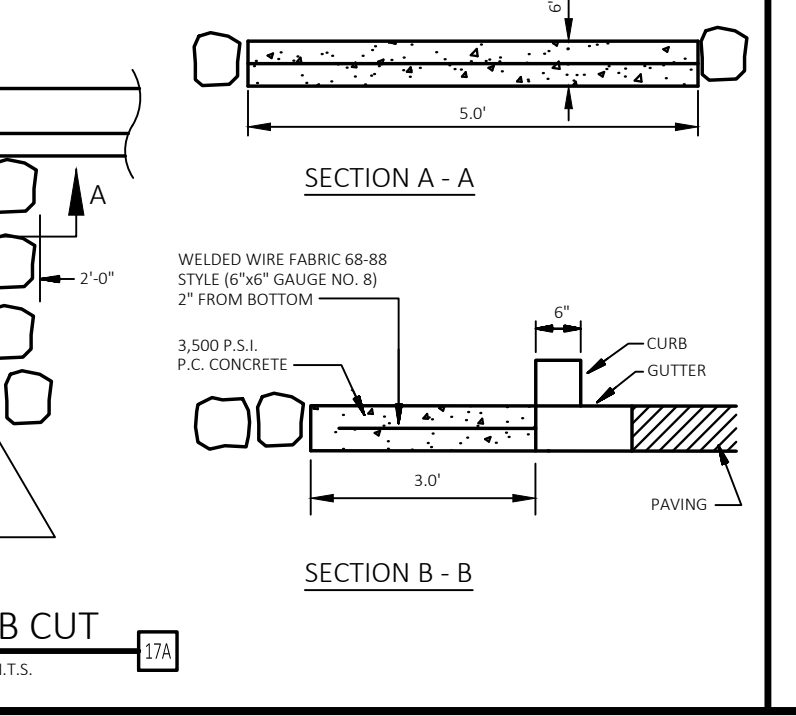
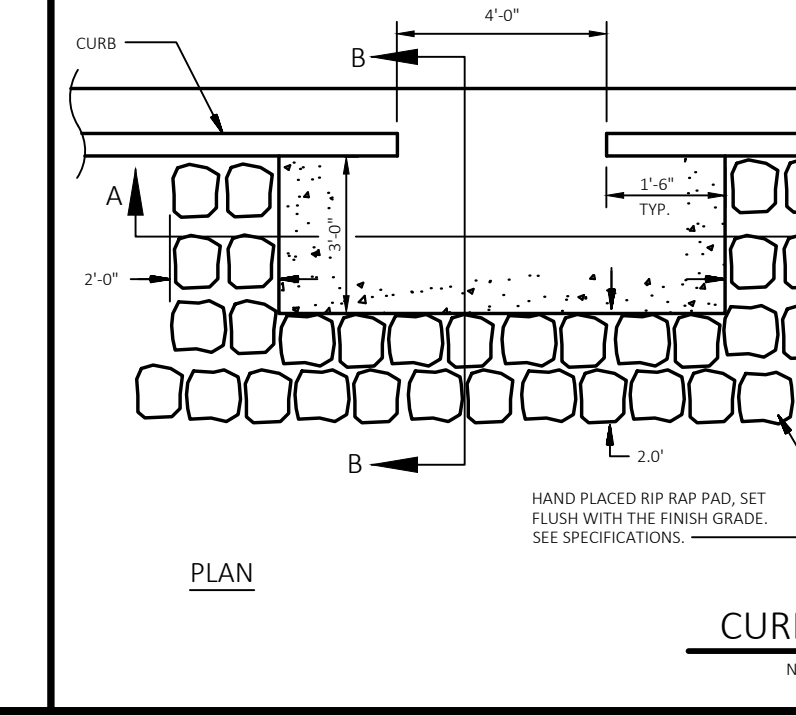
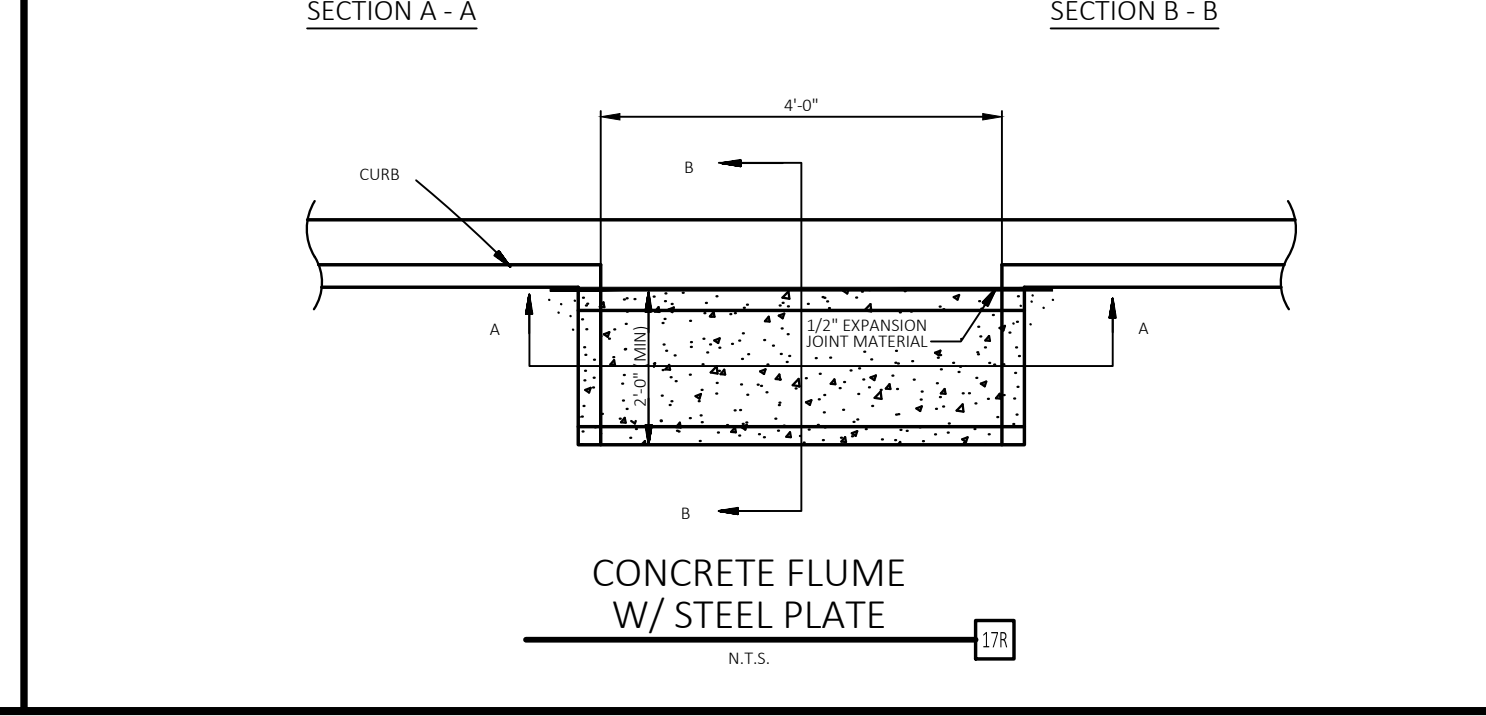
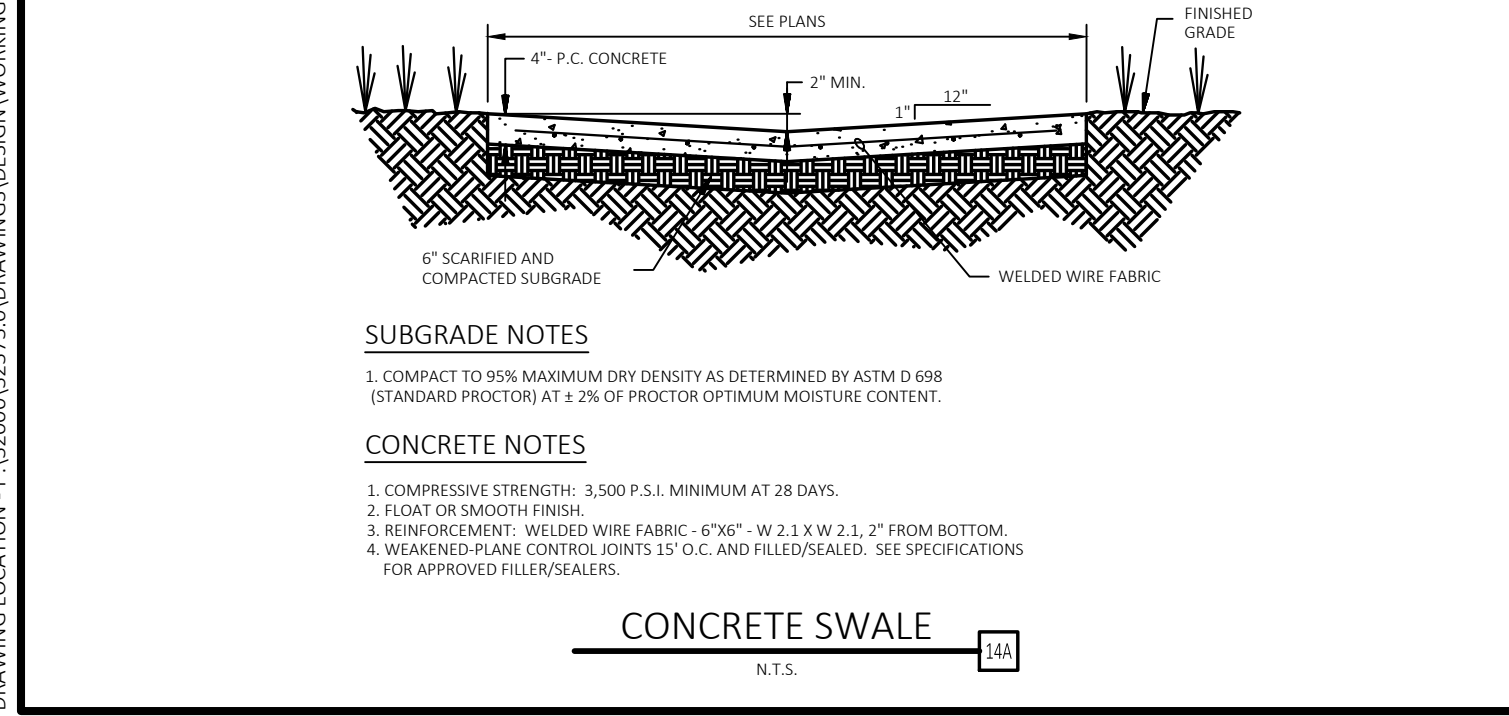
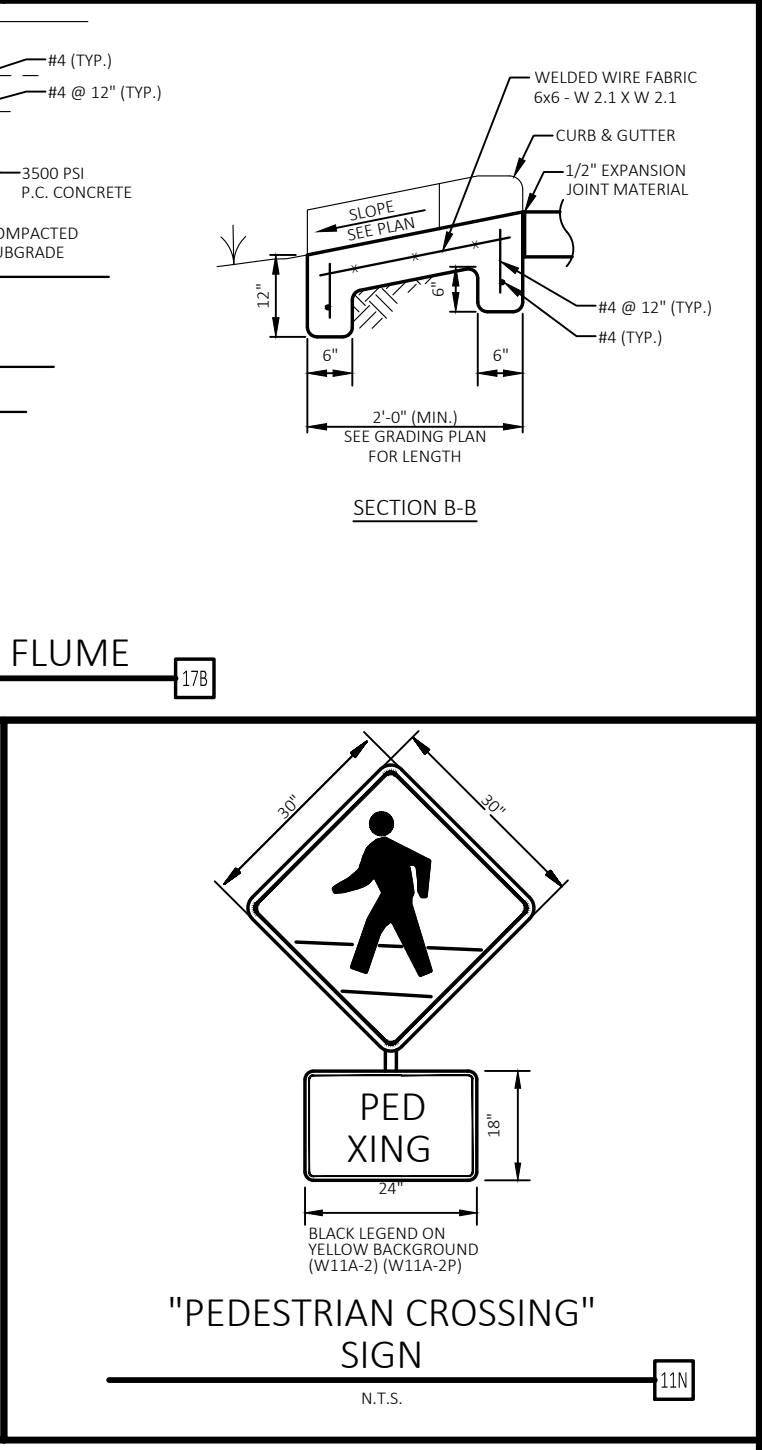
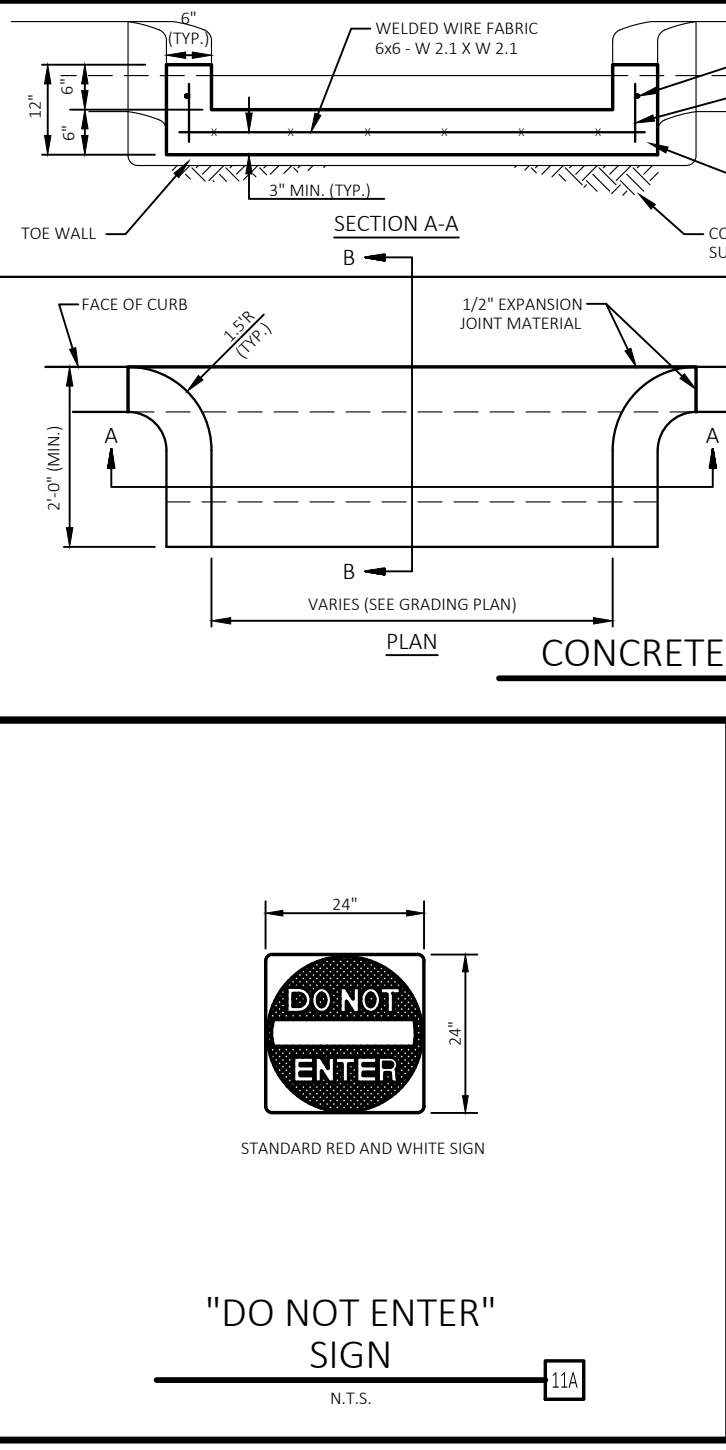
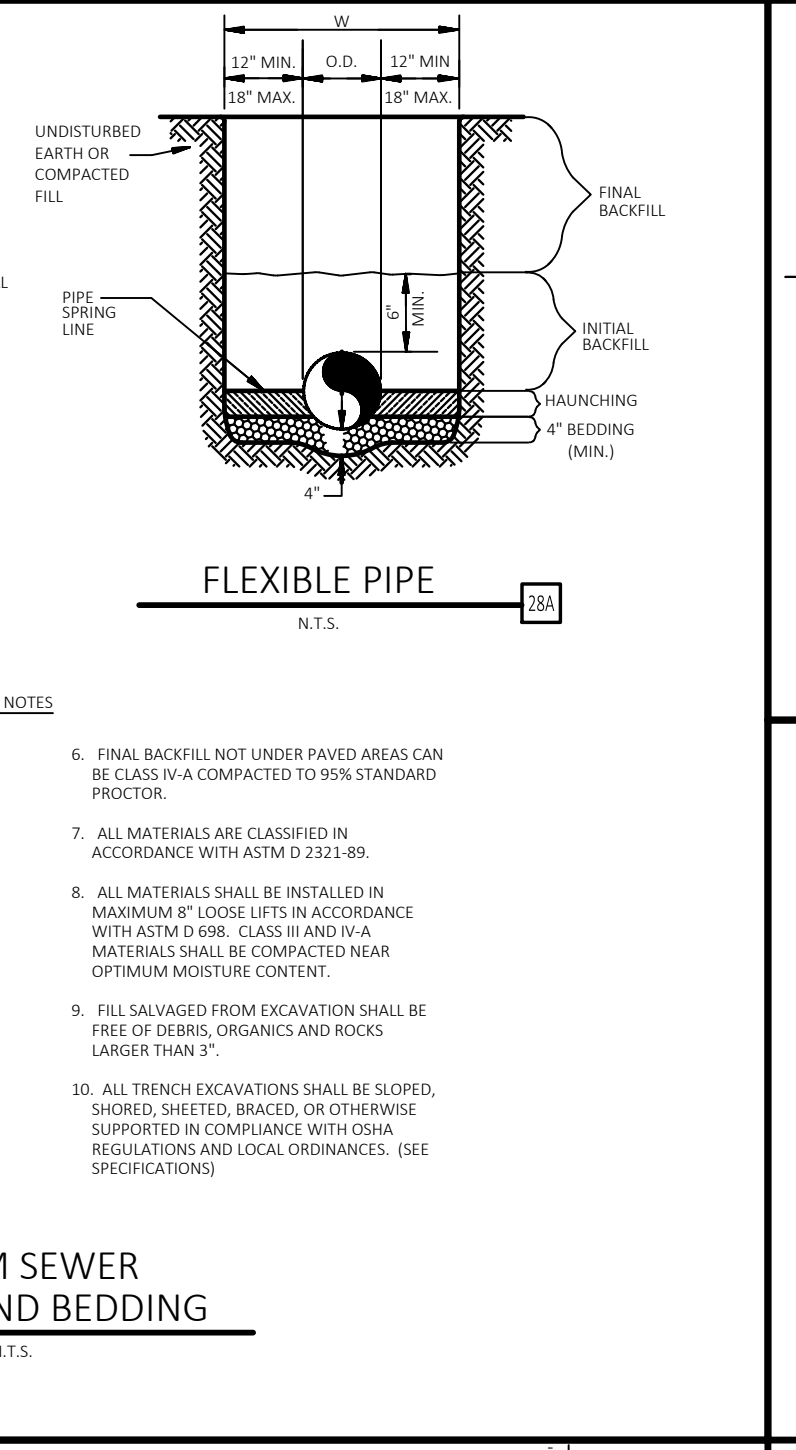
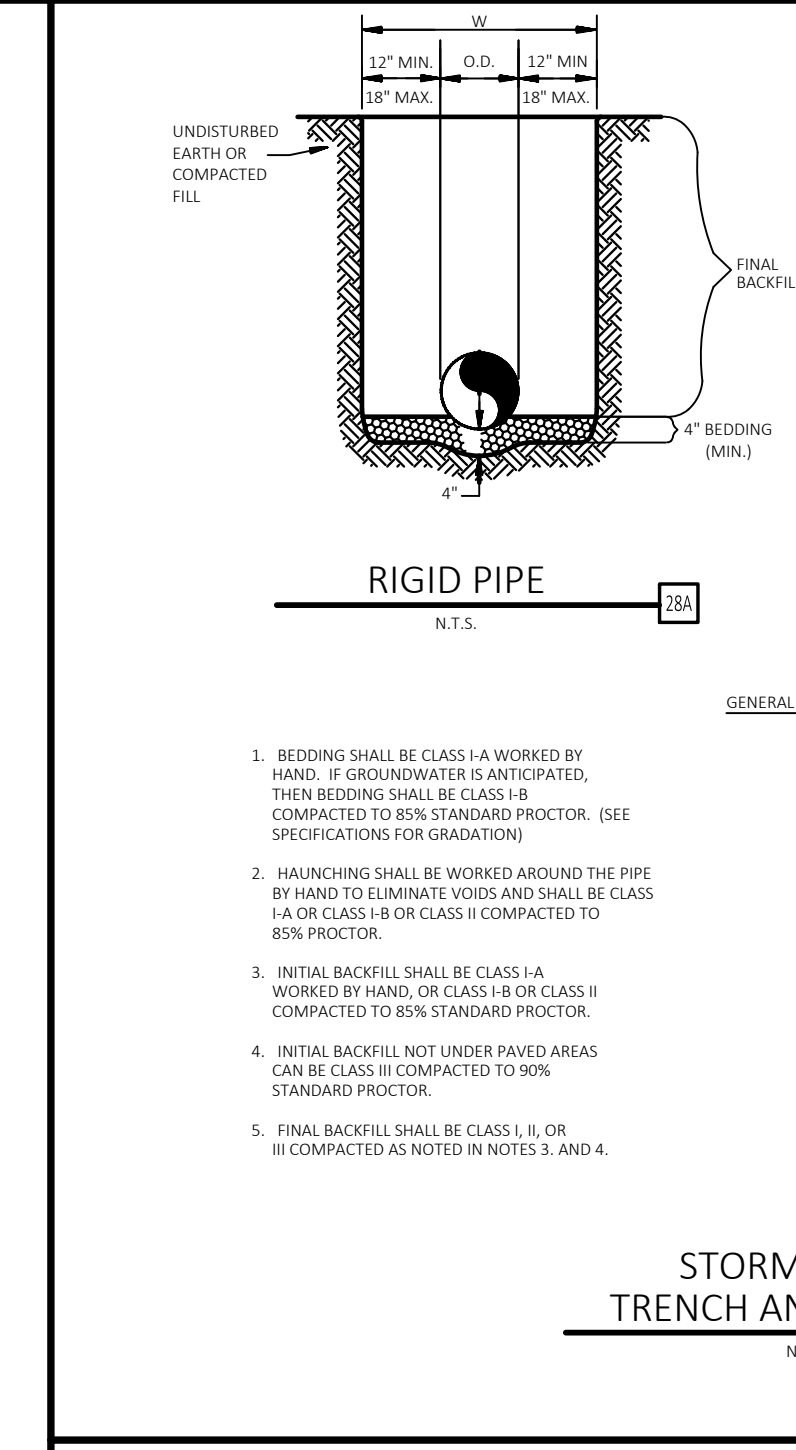
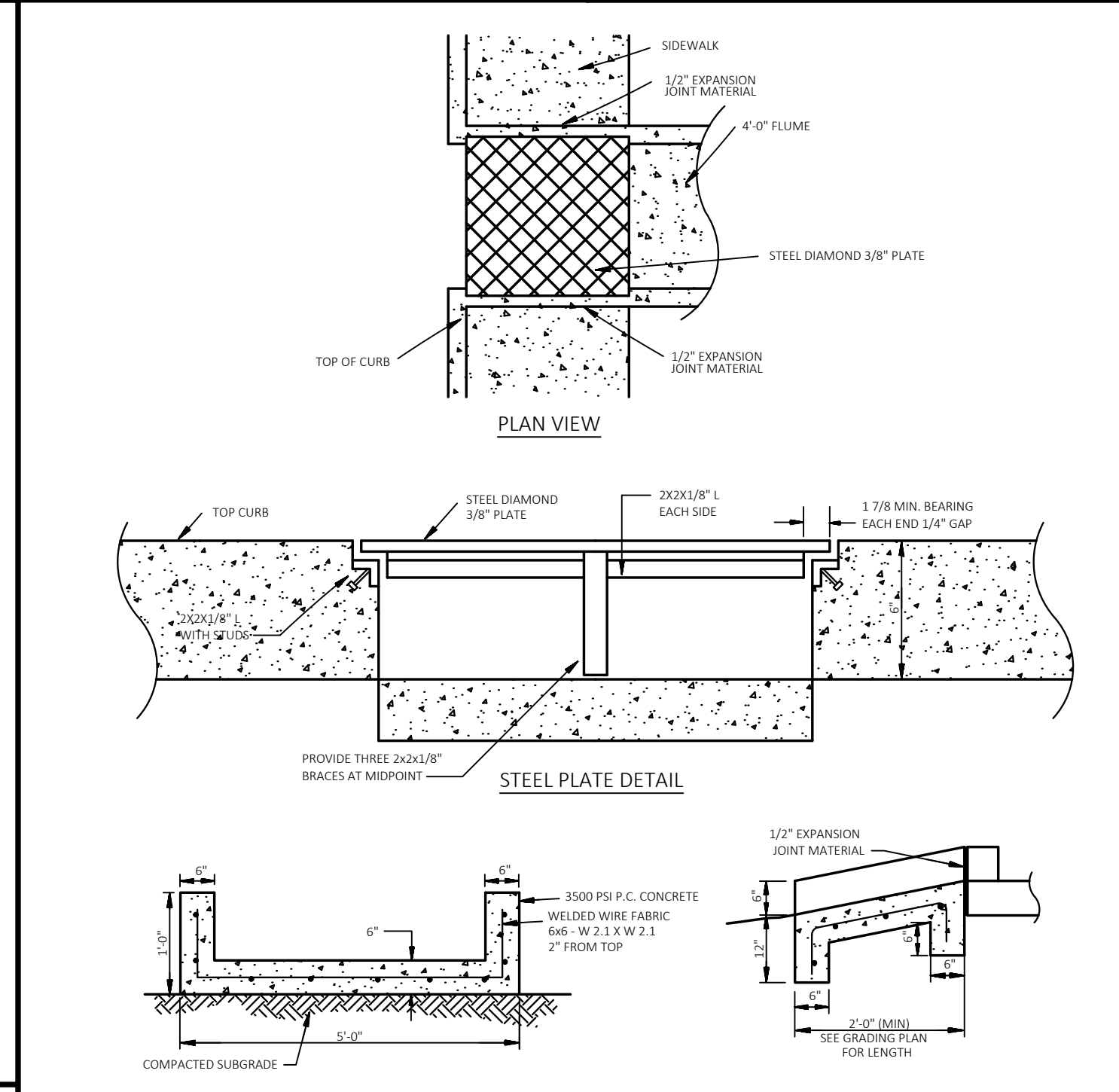
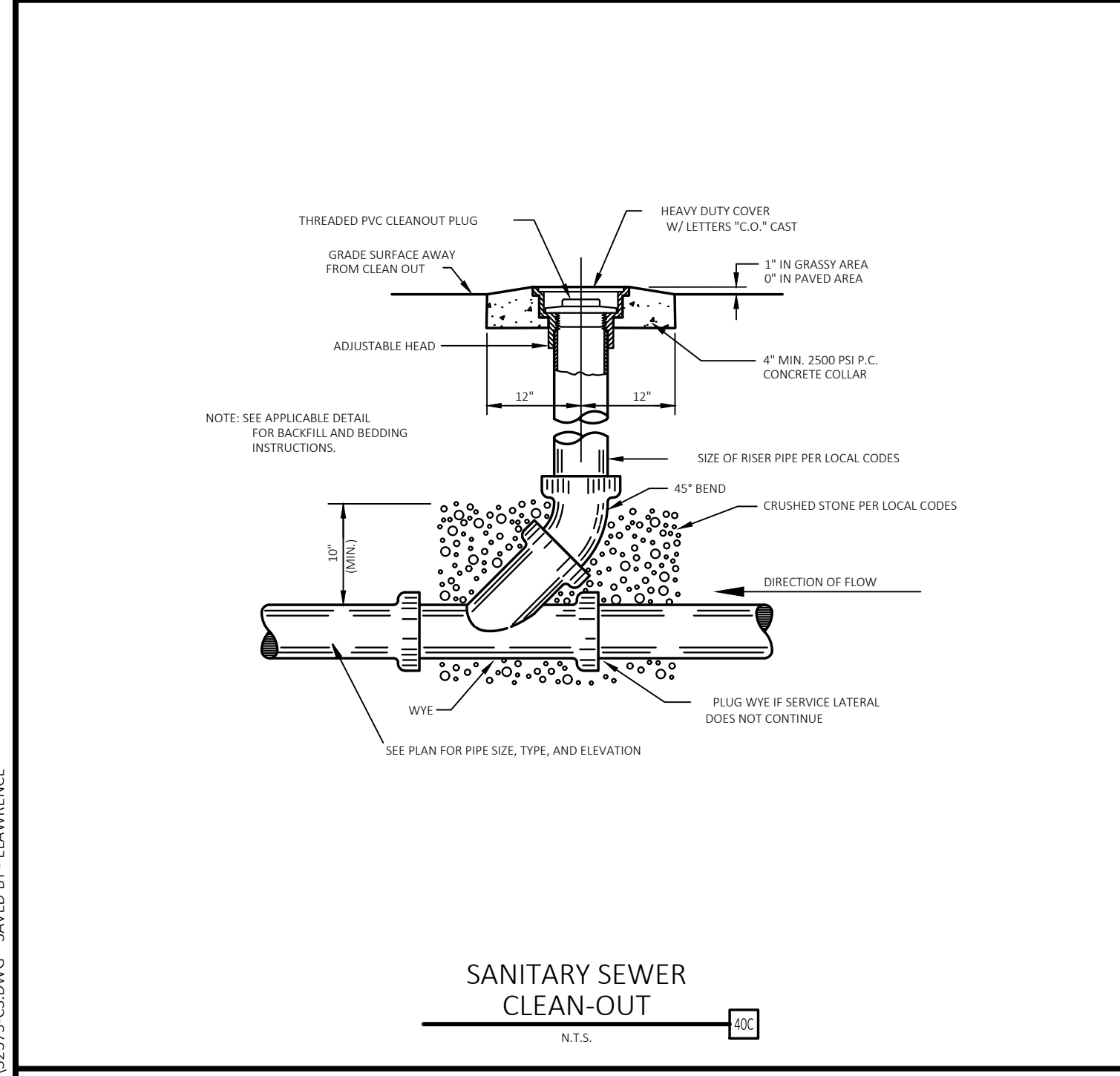
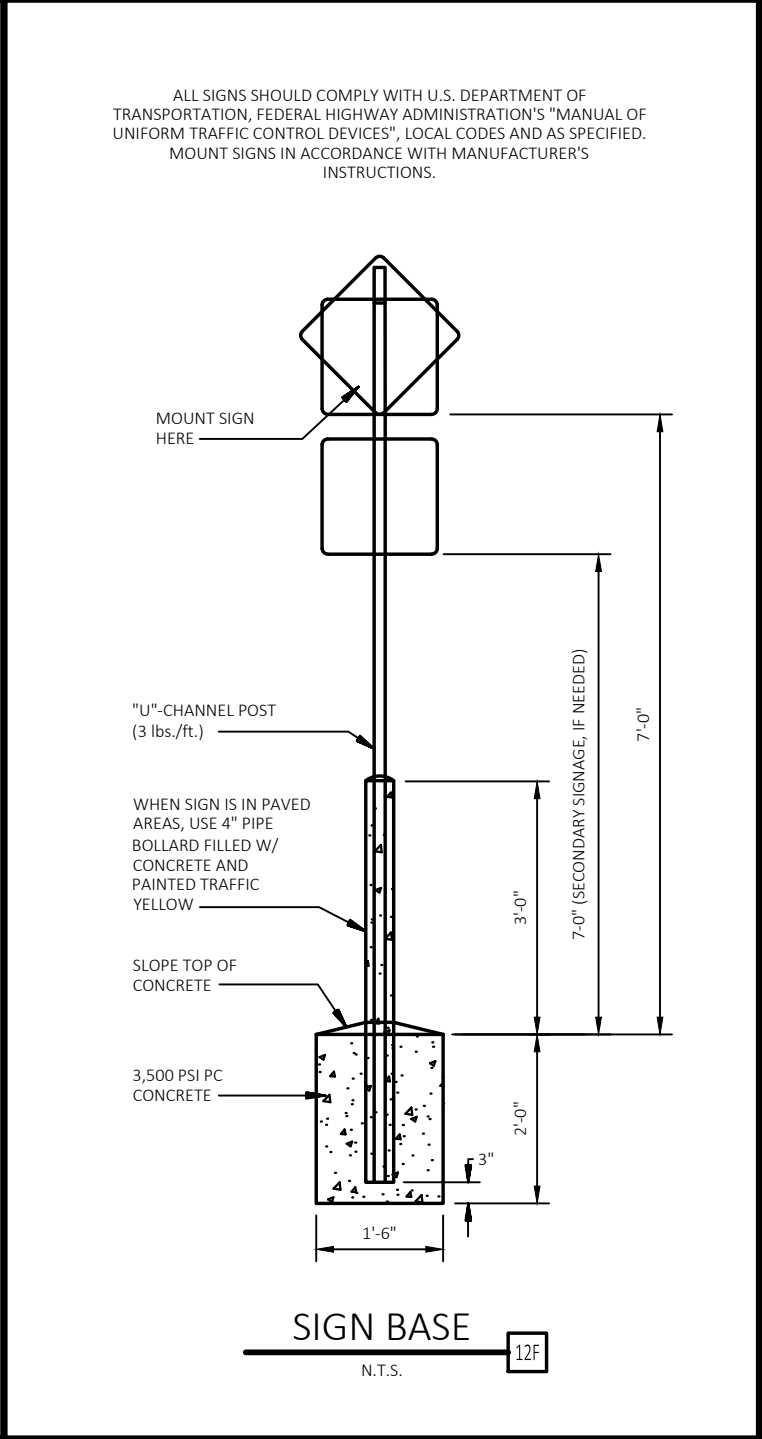
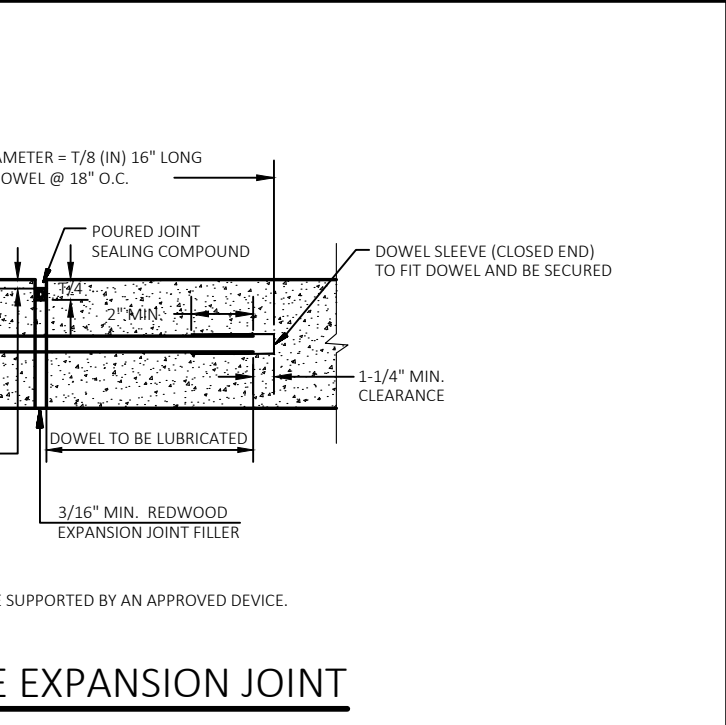
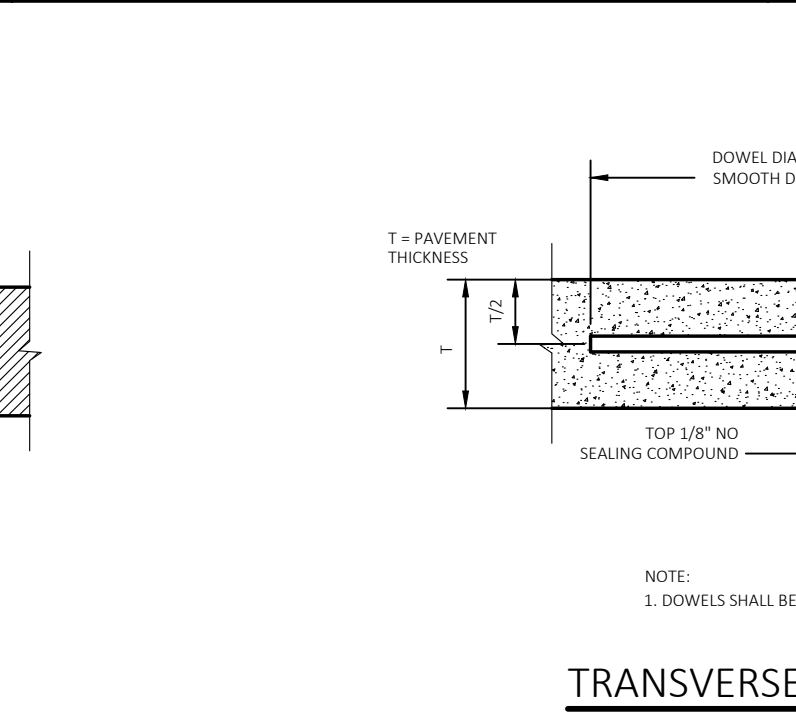
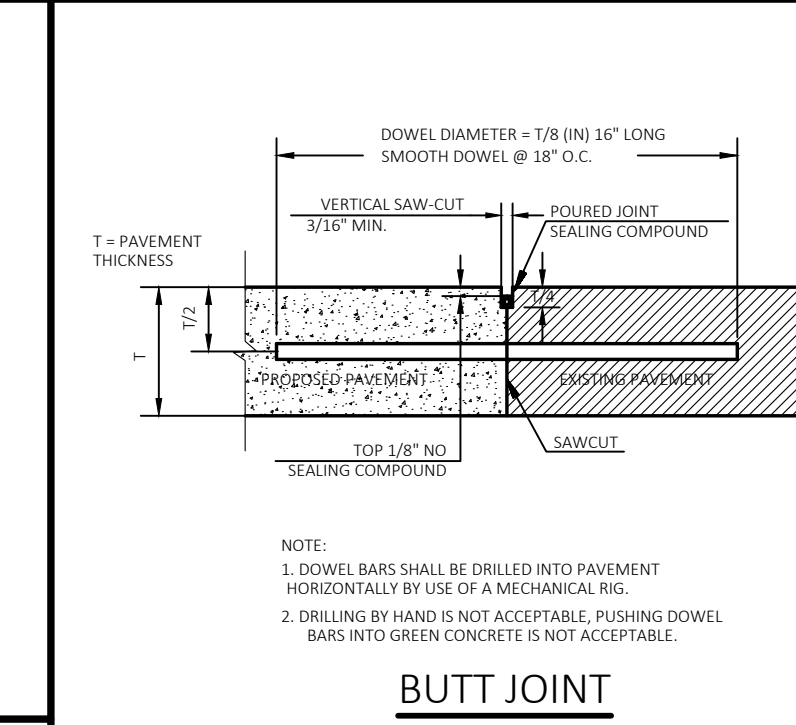
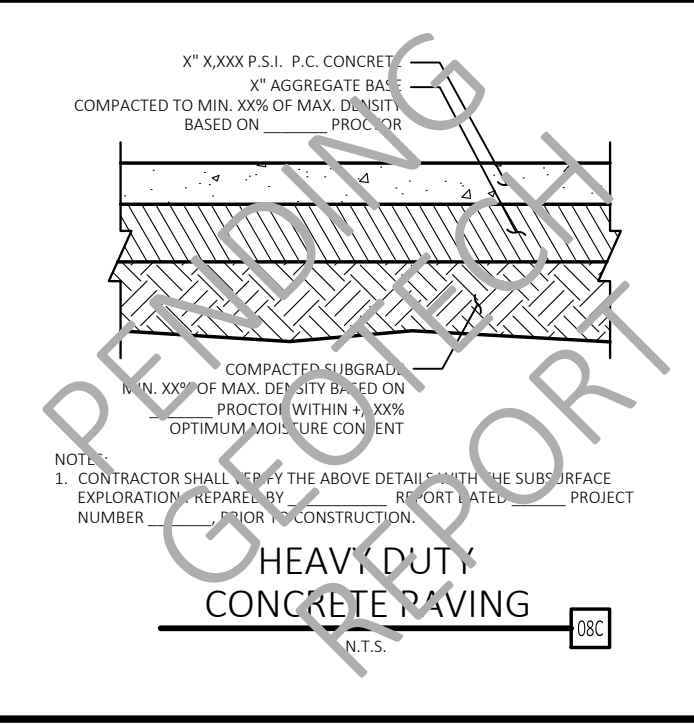
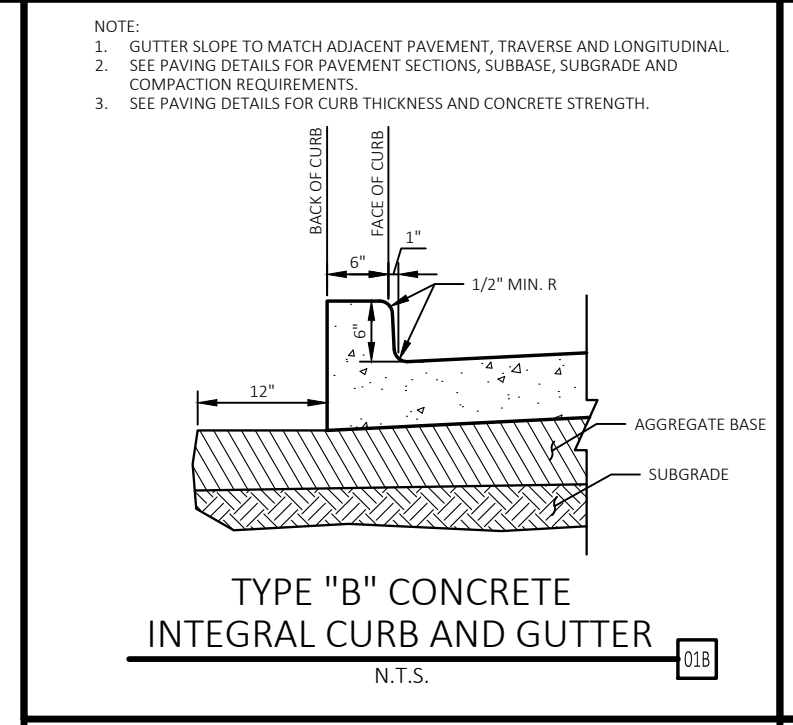
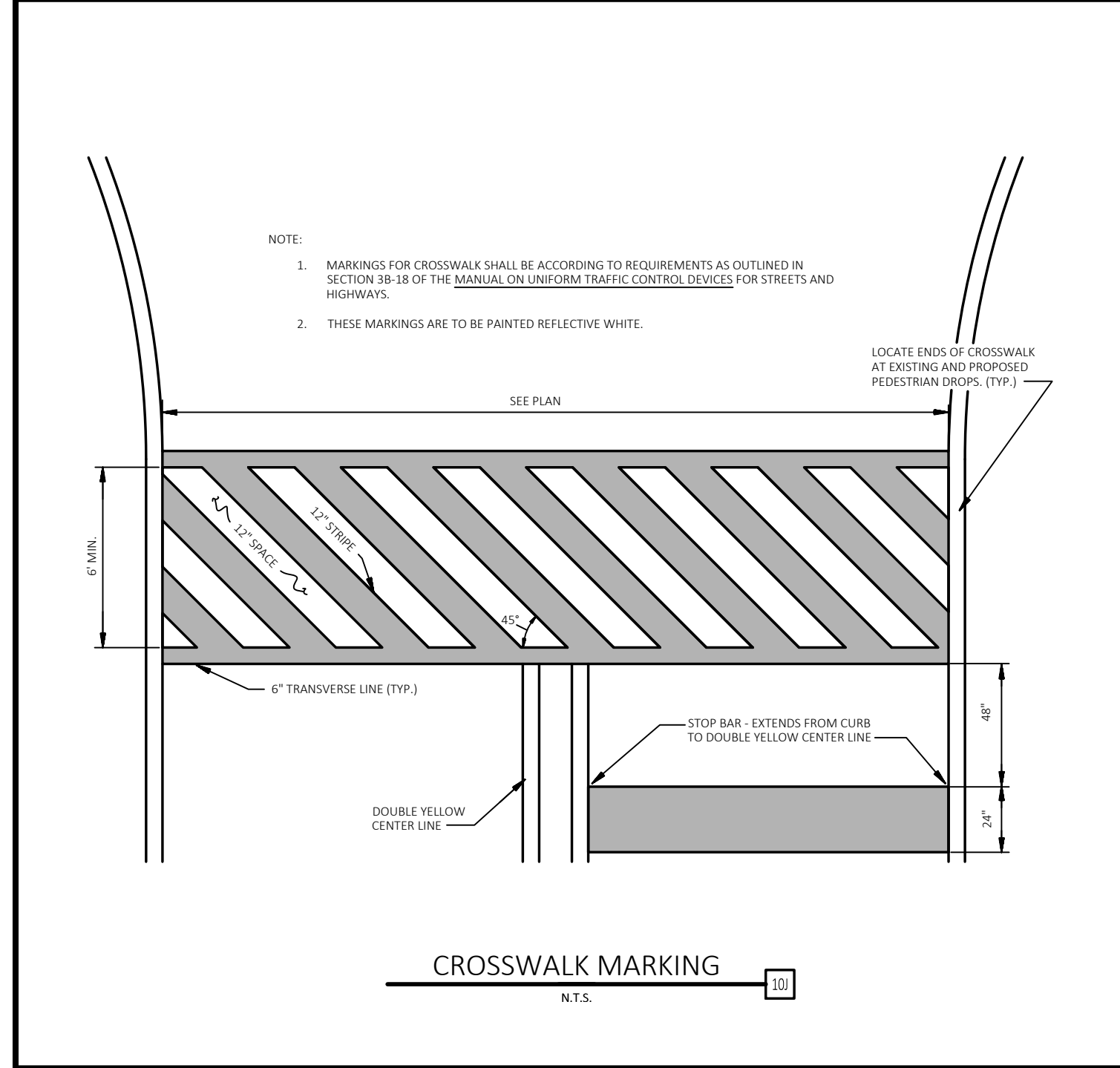
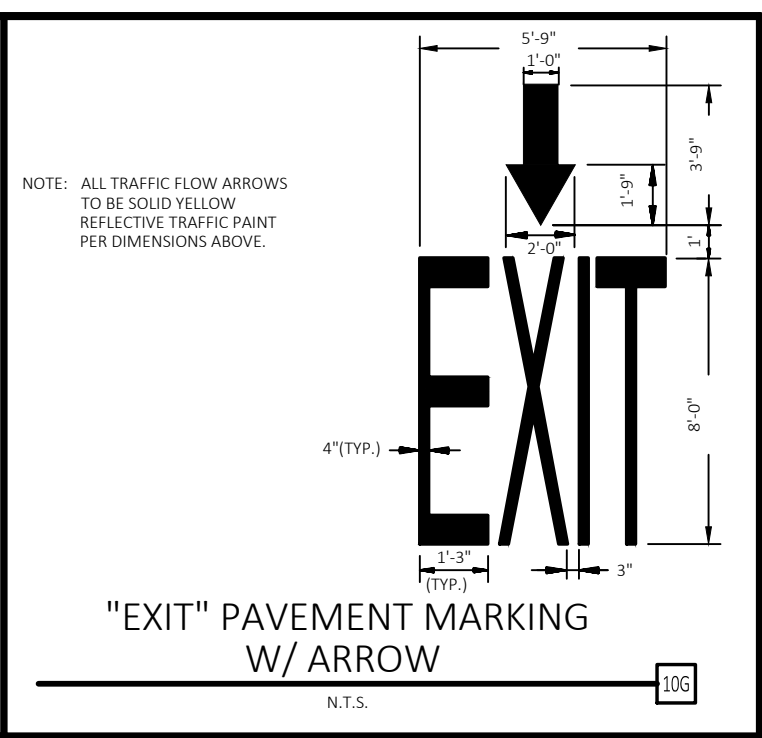
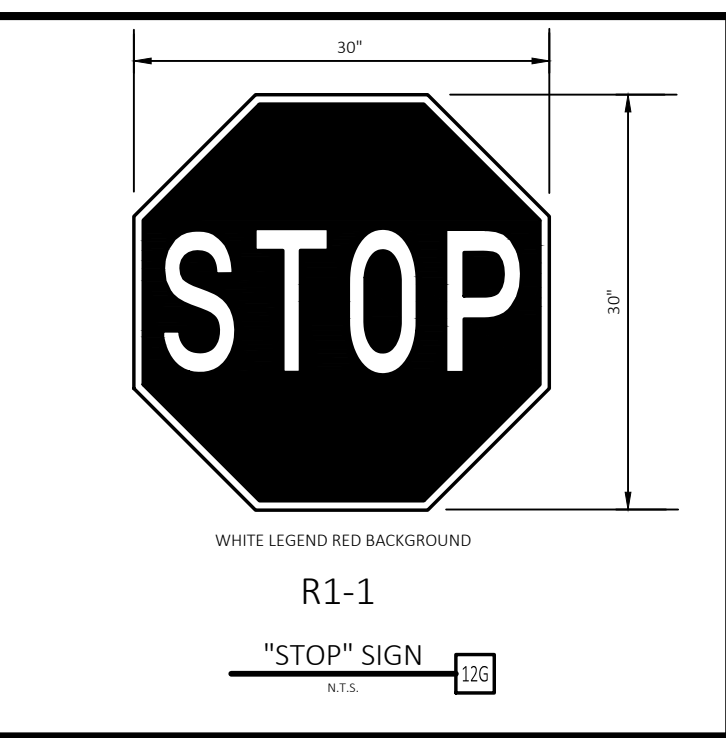
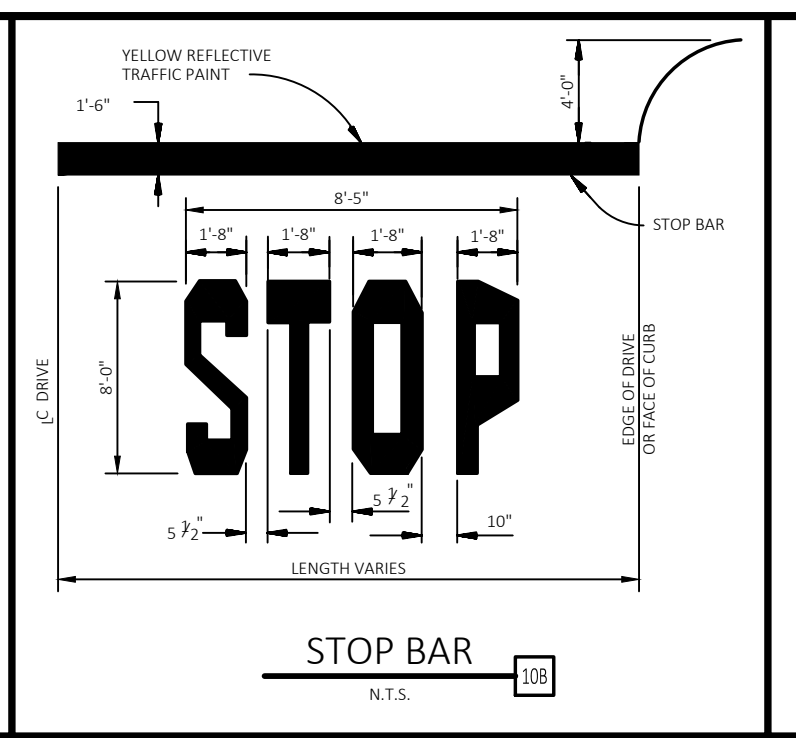
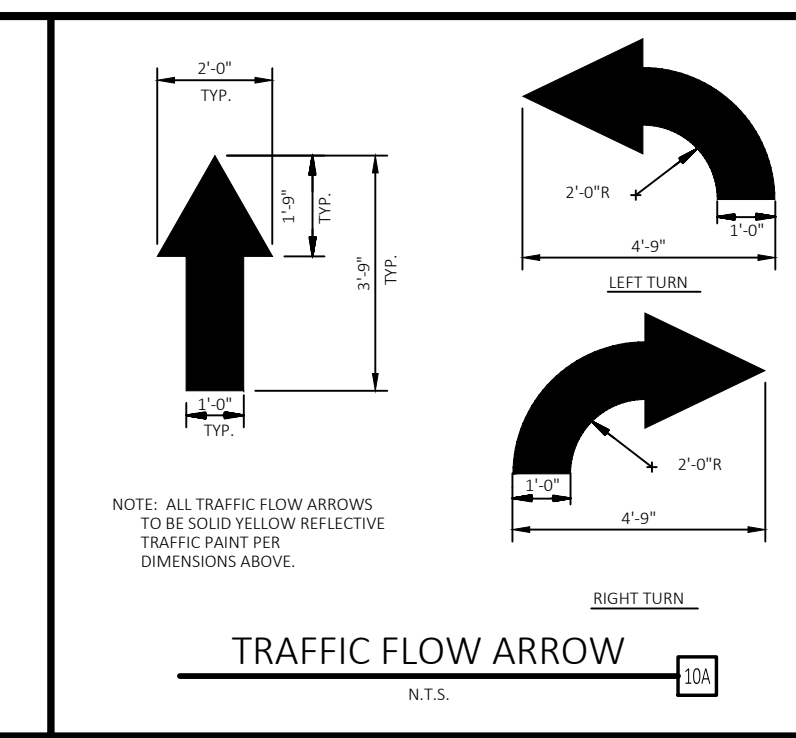
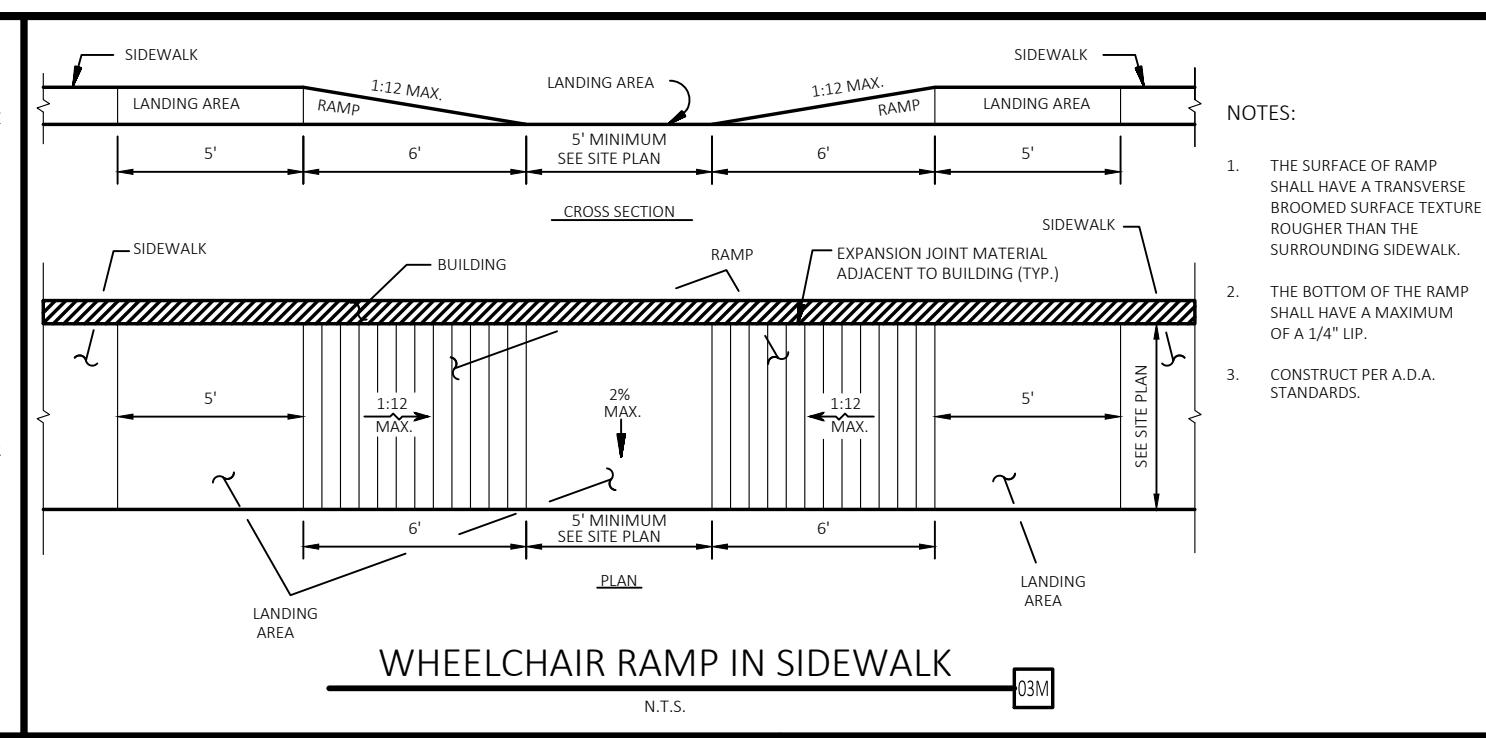
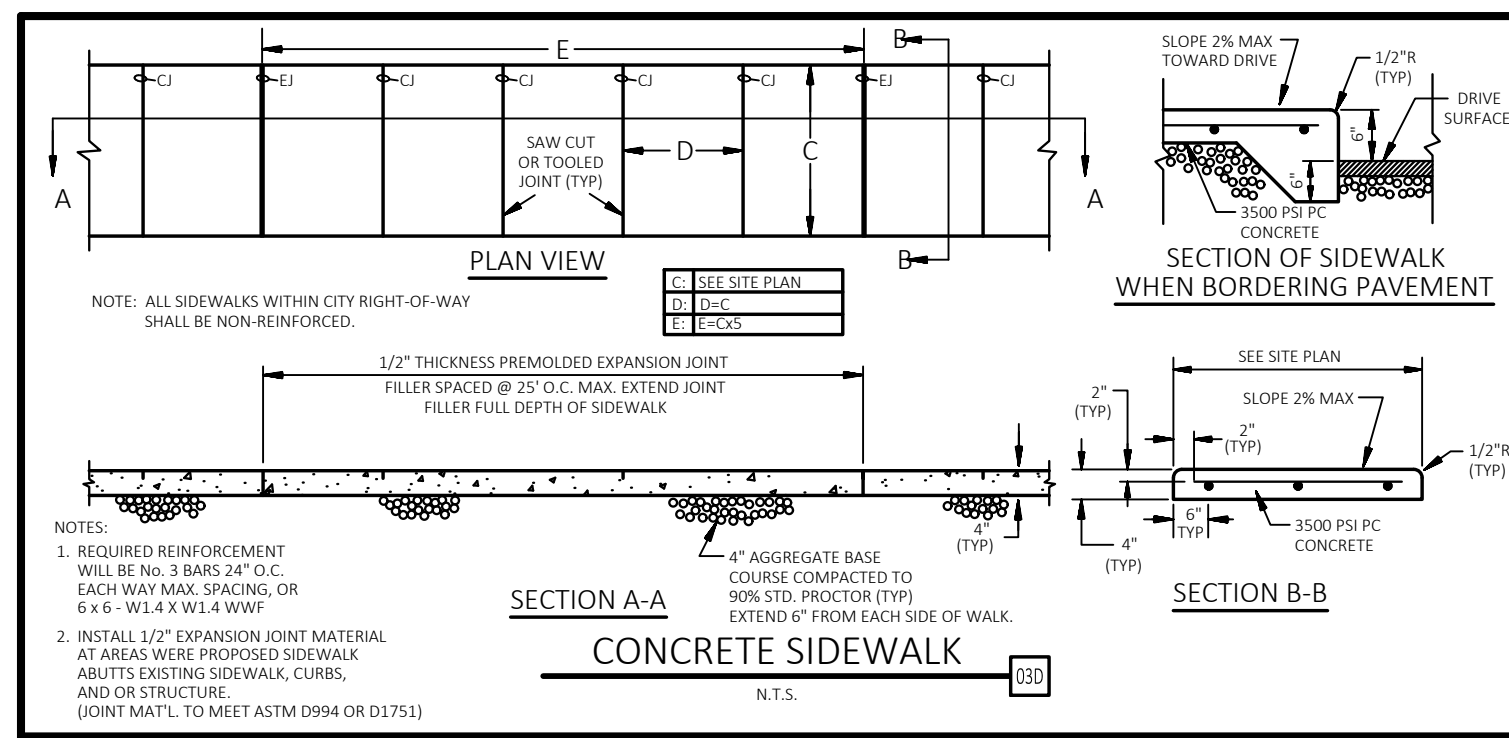
**QUICK N CLEAN**  
 691 24 ROAD  
 GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/4/2022
REVISION	REV-2

**COMPOSITE PLAN**  
 SHEET TITLE  
 SHEET NUMBER  
**C7**

DRAWING LOCATION: P:\32000\32373\DR\DRAWINGS\DESIGN\WORKING\32373-UP.DWG. SAVED BY: ELAWRENCE



REVISION		
NO.	DESCRIPTION	DATE

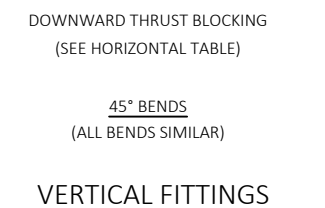
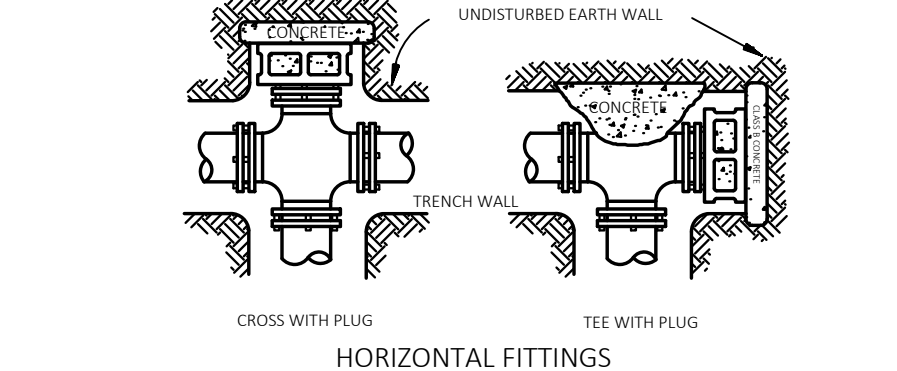
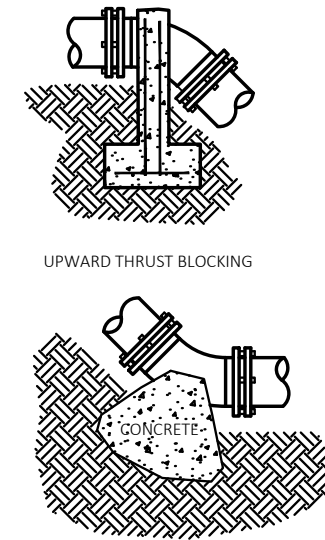
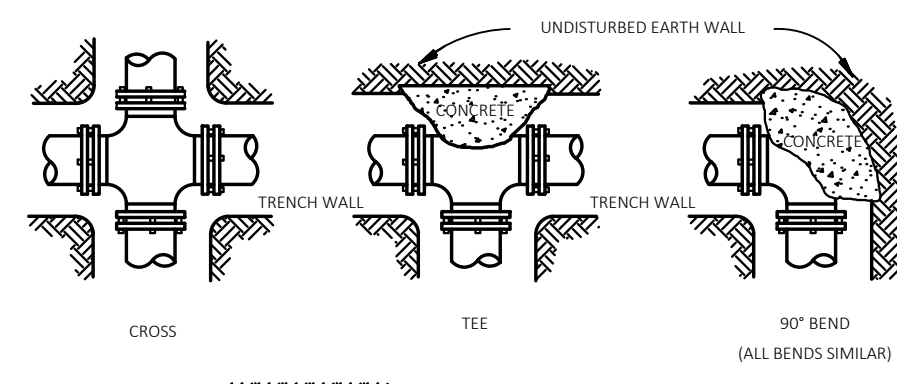
QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MCB
CEI PROJECT NUMBER	32373
DATE	11/9/2022
REVISION	REV-2

CONSTRUCTION DETAILS  
SHEET TITLE  
SHEET NUMBER  
C8

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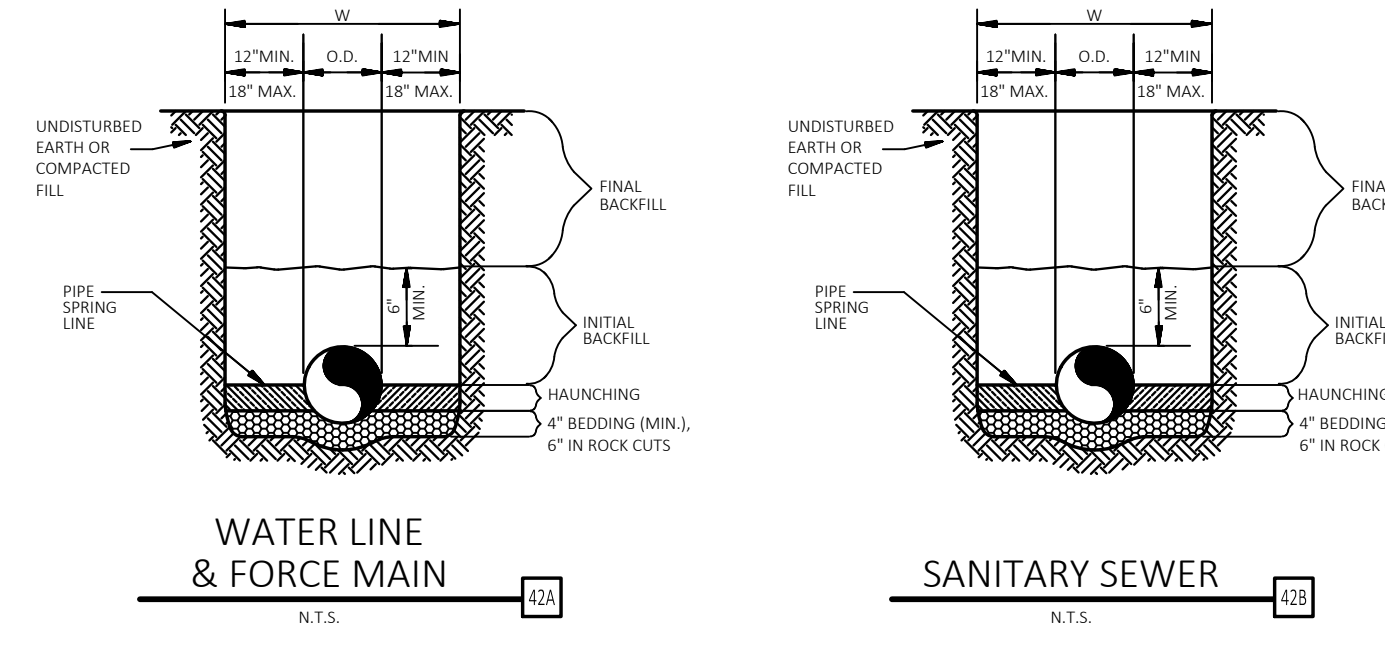


**HORIZONTAL THRUST BLOCKING TABLE**

SIZE	TYPE OF FITTINGS				
	TEE	90°	45°	180°	114°
2"	1	1	1	1	1
3"	1	1	1	1	1
4"	1	1	1	1	1
6"	1.5	2	1	1	1
8"	2.5	3.5	1.5	1	1
10"	4	5.5	2.8	1.5	1
12"	6	8	4	2	1.5
14"	8	11	5.5	3	2
16"	10	14.2	7	4	3
18"	13	17	8.5	5	4
20"	16	20	10	6	5
24"	20	26	14	7	5
30"	26	34	18	9	7
36"	32	42	22	11	9

**MINIMUM CONCRETE VOLUMES FOR UPWARD THRUST BLOCKING**

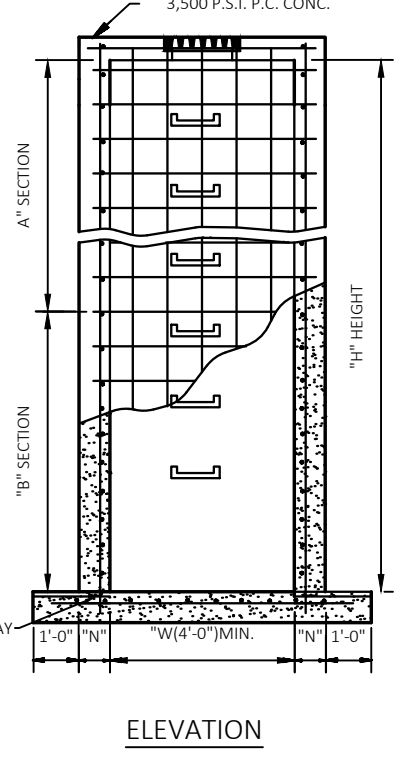
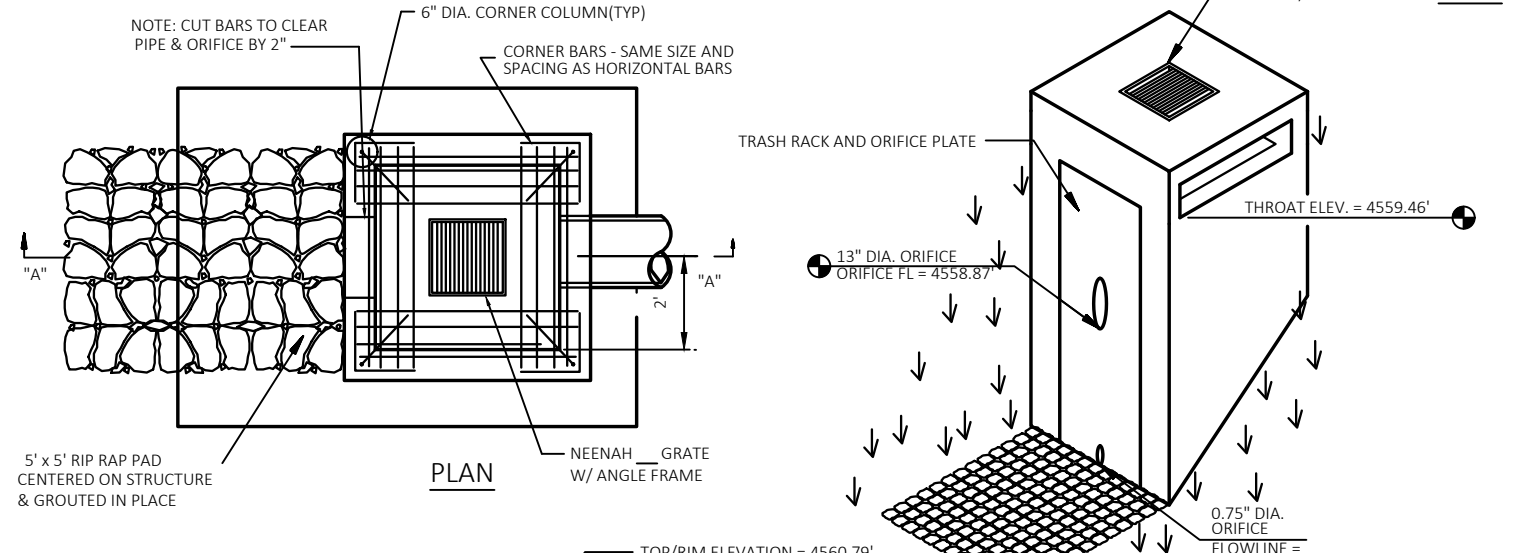
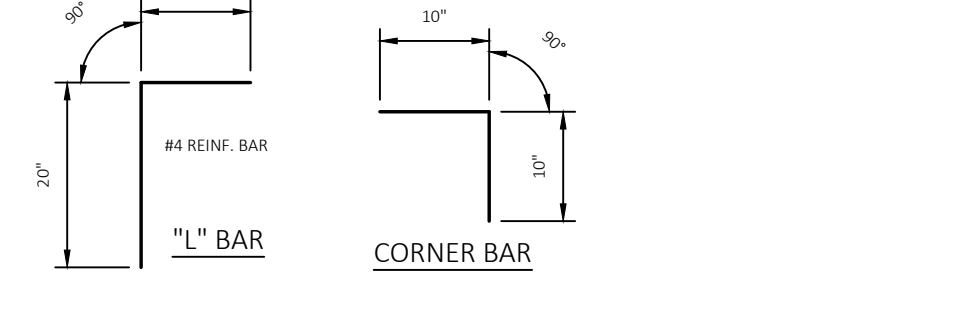
PIPE SIZE INCHES	11.25 DEGREE BEND		22.5 DEGREE BEND		45 DEGREE BEND		90 DEGREE BEND	
	ANCHOR STRAPS NO. SIZE	Concrete Volume cu yd	ANCHOR STRAPS NO. SIZE	Concrete Volume cu yd	ANCHOR STRAPS NO. SIZE	Concrete Volume cu yd	ANCHOR STRAPS NO. SIZE	Concrete Volume cu yd
2"	#4@ 0.04	0.04	#4@ 0.08	0.08	#4@ 0.16	0.16	#4@ 0.32	0.32
3"	#4@ 0.09	0.09	#4@ 0.18	0.18	#4@ 0.36	0.36	#4@ 0.72	0.72
4"	#4@ 0.16	0.16	#4@ 0.31	0.31	#4@ 0.62	0.62	#4@ 1.24	1.24
6"	#4@ 0.25	0.25	#4@ 0.50	0.50	#4@ 1.00	1.00	#4@ 2.00	2.00
8"	#4@ 0.36	0.36	#4@ 0.72	0.72	#4@ 1.44	1.44	#4@ 2.88	2.88
10"	#4@ 0.50	0.50	#4@ 1.00	1.00	#4@ 2.00	2.00	#4@ 4.00	4.00
12"	#4@ 0.63	0.63	#4@ 1.26	1.26	#4@ 2.52	2.52	#4@ 5.04	5.04
14"	#4@ 0.80	0.80	#4@ 1.60	1.60	#4@ 3.20	3.20	#4@ 6.40	6.40
16"	#4@ 1.00	1.00	#4@ 2.00	2.00	#4@ 4.00	4.00	#4@ 8.00	8.00
18"	#4@ 1.25	1.25	#4@ 2.50	2.50	#4@ 5.00	5.00	#4@ 10.00	10.00
20"	#4@ 1.56	1.56	#4@ 3.12	3.12	#4@ 6.25	6.25	#4@ 12.50	12.50
24"	#4@ 2.00	2.00	#4@ 4.00	4.00	#4@ 8.00	8.00	#4@ 16.00	16.00
30"	#4@ 2.81	2.81	#4@ 5.62	5.62	#4@ 11.25	11.25	#4@ 22.50	22.50
36"	#4@ 3.75	3.75	#4@ 7.50	7.50	#4@ 15.00	15.00	#4@ 30.00	30.00



- GENERAL NOTES**
1. BEDDING SHALL BE CLASS I-A WORKED BY HAND. IF GROUNDWATER IS ANTICIPATED, THEN BEDDING SHALL BE CLASS II COMPACTED TO 85% STANDARD PROCTOR. (SEE SPECIFICATIONS FOR GRADATIONS)
  2. HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE VOIDS AND SHALL BE CLASS I-A OR CLASS II OR CLASS II COMPACTED TO 85% PROCTOR.
  3. INITIAL BACKFILL SHALL BE CLASS I-A WORKED BY HAND, OR CLASS II OR CLASS II COMPACTED TO 85% STANDARD PROCTOR.
  4. INITIAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS II COMPACTED TO 90% STANDARD PROCTOR.
  5. FINAL BACKFILL SHALL BE CLASS I, II, OR III COMPACTED AS NOTED IN NOTES 3, AND 4
  6. FINAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS I-A COMPACTED TO 95% STANDARD PROCTOR.
  7. ALL MATERIALS ARE CLASSIFIED IN ACCORDANCE WITH ASTM D 2321, LATEST EDITION.
  8. ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 4" LOOSE LIFTS IN ACCORDANCE WITH ASTM D 938. CLASS III AND IV-A MATERIALS SHALL BE COMPACTED NEAR OPTIMUM MOISTURE CONTENT.
  9. FILL SALVAGED FROM EXCAVATION SHALL BE FREE OF DEBRIS, ORGANICS AND ROCKS LARGER THAN 2"
  10. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN CONFORMANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES. (SEE SPECIFICATIONS)

**SANITARY SEWER AND WATER LINE TRENCHING AND BEDDING**

- GENERAL NOTES**
1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER
  2. ALL #4 & #6 REINFORCING BARS TO HAVE 1-1/2" COVER, LARGER SIZES TO HAVE 2" COVER.
  3. SEE GRADING AND DRAINAGE PLAN FOR PIPE SIZES, LOCATIONS, AND FLOW LINES.
  4. PIPES SHALL CONNECT TO THE ENDS OR SIDES OF THE INLET. CONNECTION SHALL NOT BE MADE AT CORNERS OF INLET.
  5. ALL REINFORCING BARS TO BE GRADE 60.



**REINFORCEMENT SCHEDULE, BASE**

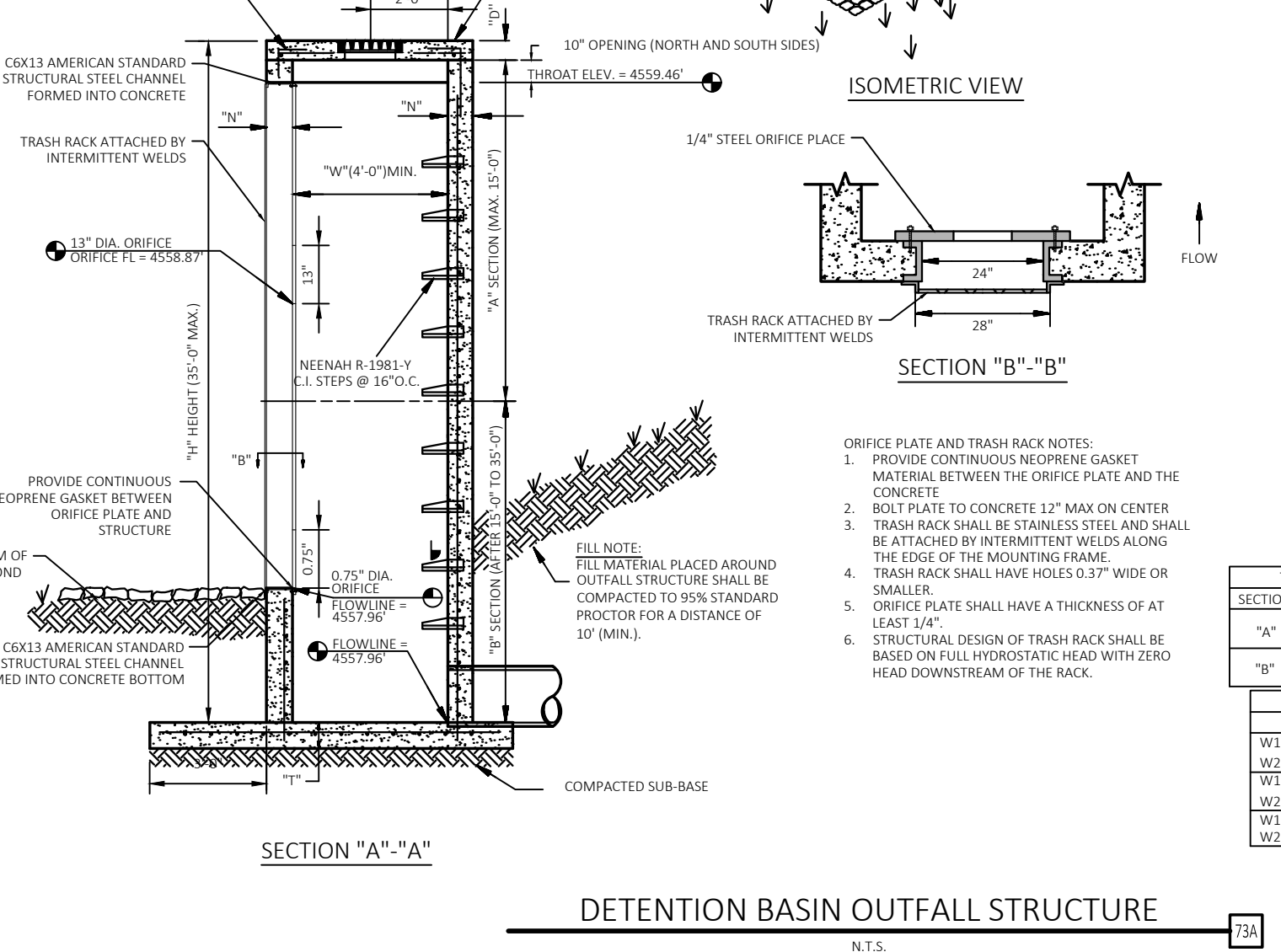
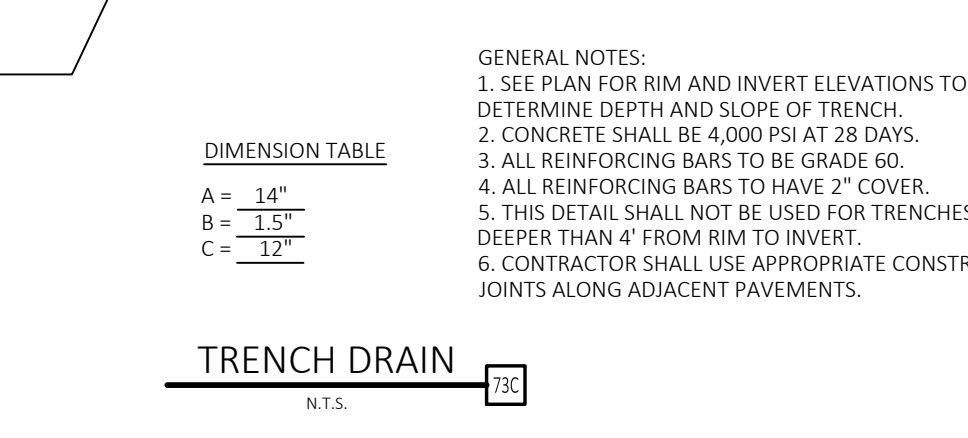
SECTION	WIDTH (W)	HOR.	VERT.
"A"	BETWEEN 4' & 7'	#4 @ 6" E.W.	#4 @ 6" E.W.
"B"	GREATER THAN 7'	#4 @ 6" E.W.	#4 @ 6" E.W.

**TABLE OF "W" DIMENSIONS**

PIPE SIZE	SMW OF CROSS DRAIN	30"	45"
24"	4'-0"	4'-7"	5'-8"
30"	4'-0"	5'-3"	6'-5"
36"	4'-0"	5'-11"	7'-3"
48"	5'-10"	6'-7"	8'-0"
60"	7'-0"	7'-10"	9'-8"

**TABLE OF "H" & "V" DIMENSIONS**

SECTION	WIDTH (W)	"H"	"V"
"A"	BETWEEN 4' & 7'	6"	6"
"B"	GREATER THAN 7'	6"	6"

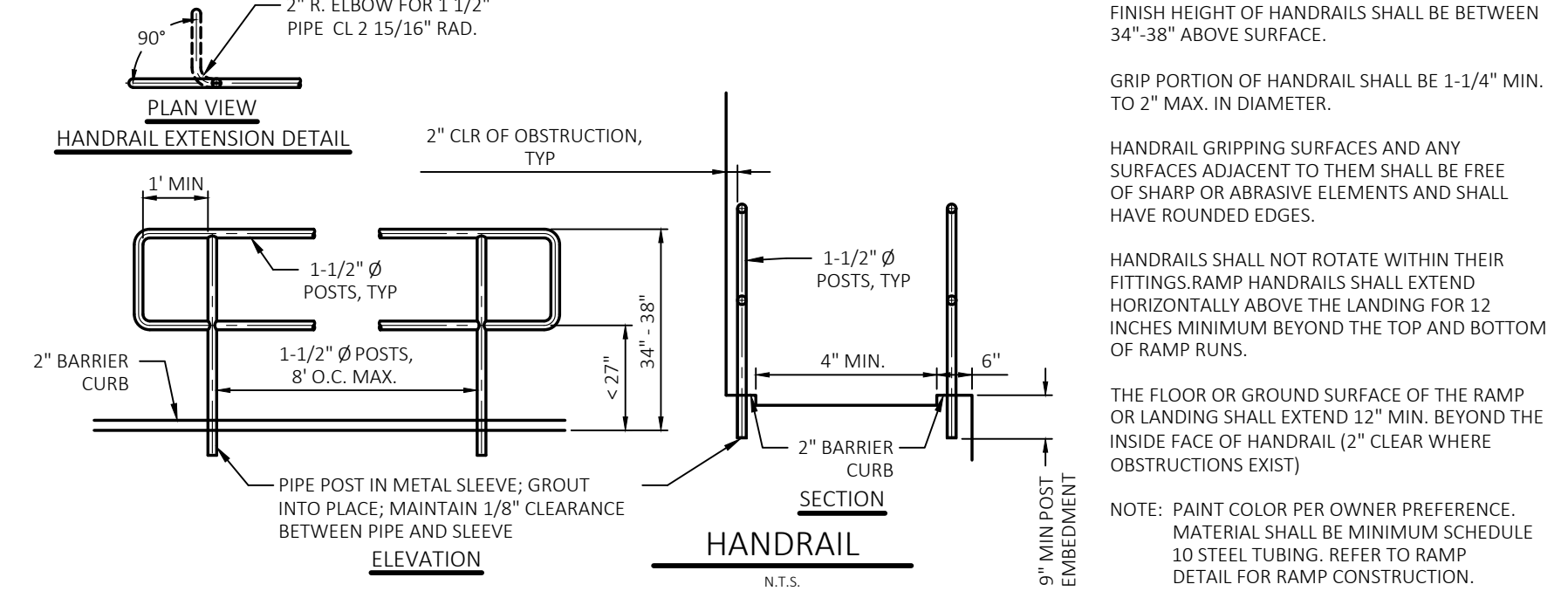
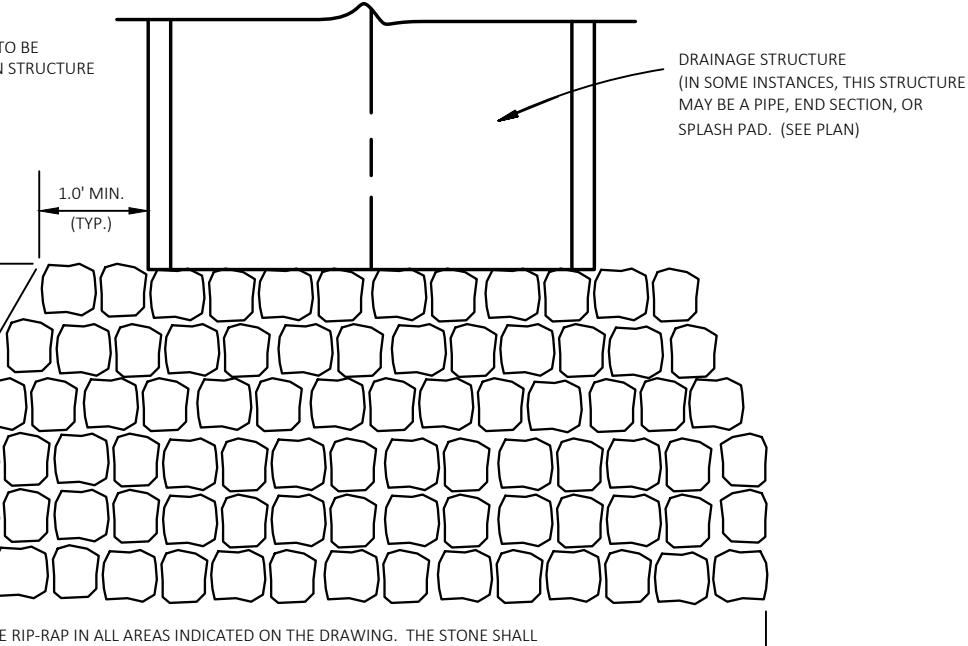


**REINFORCEMENT SCHEDULE, TOP**

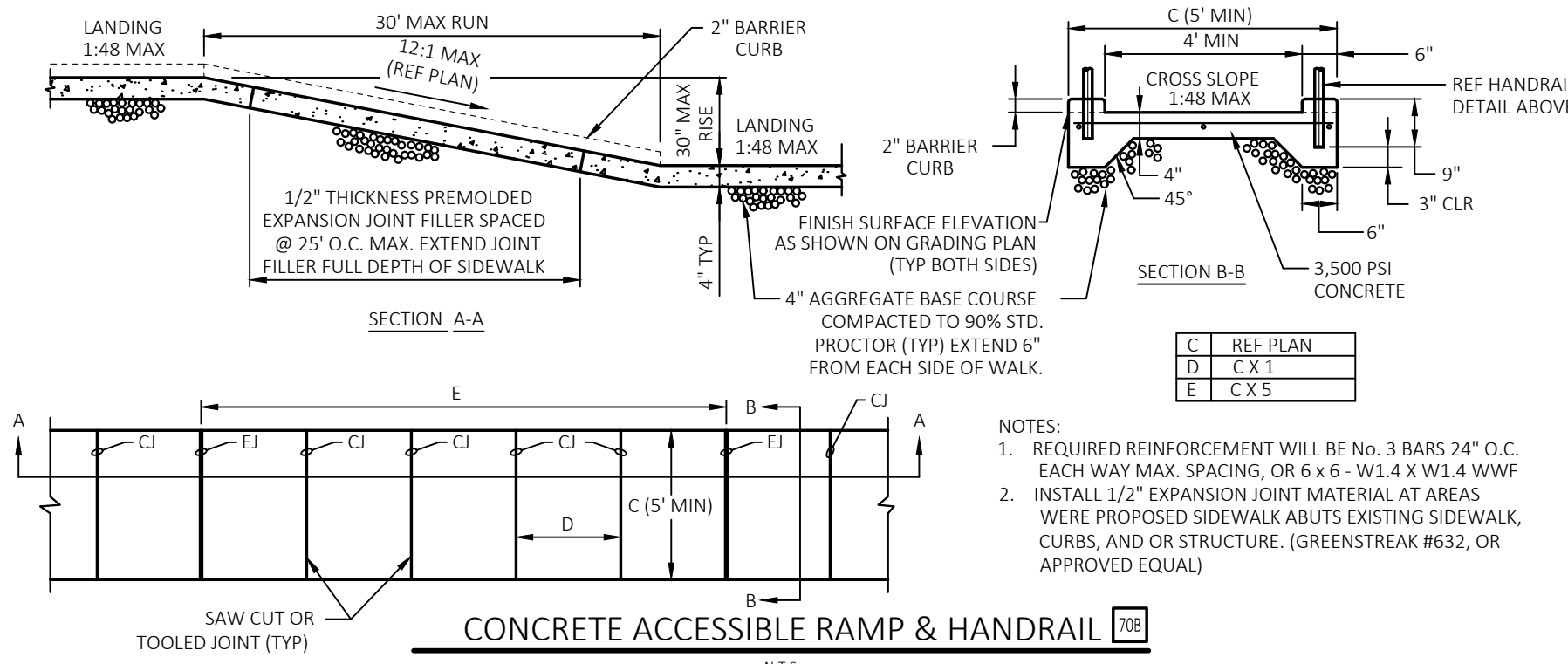
SECTION	WIDTH (W)	HOR.	VERT.
"A"	BETWEEN 4' & 7'	#4 @ 8" E.W.	#4 @ 10"
"B"	GREATER THAN 7'	#4 @ 8" E.W.	#4 @ 10"

**TABLE OF "H" & "V" DIMENSIONS**

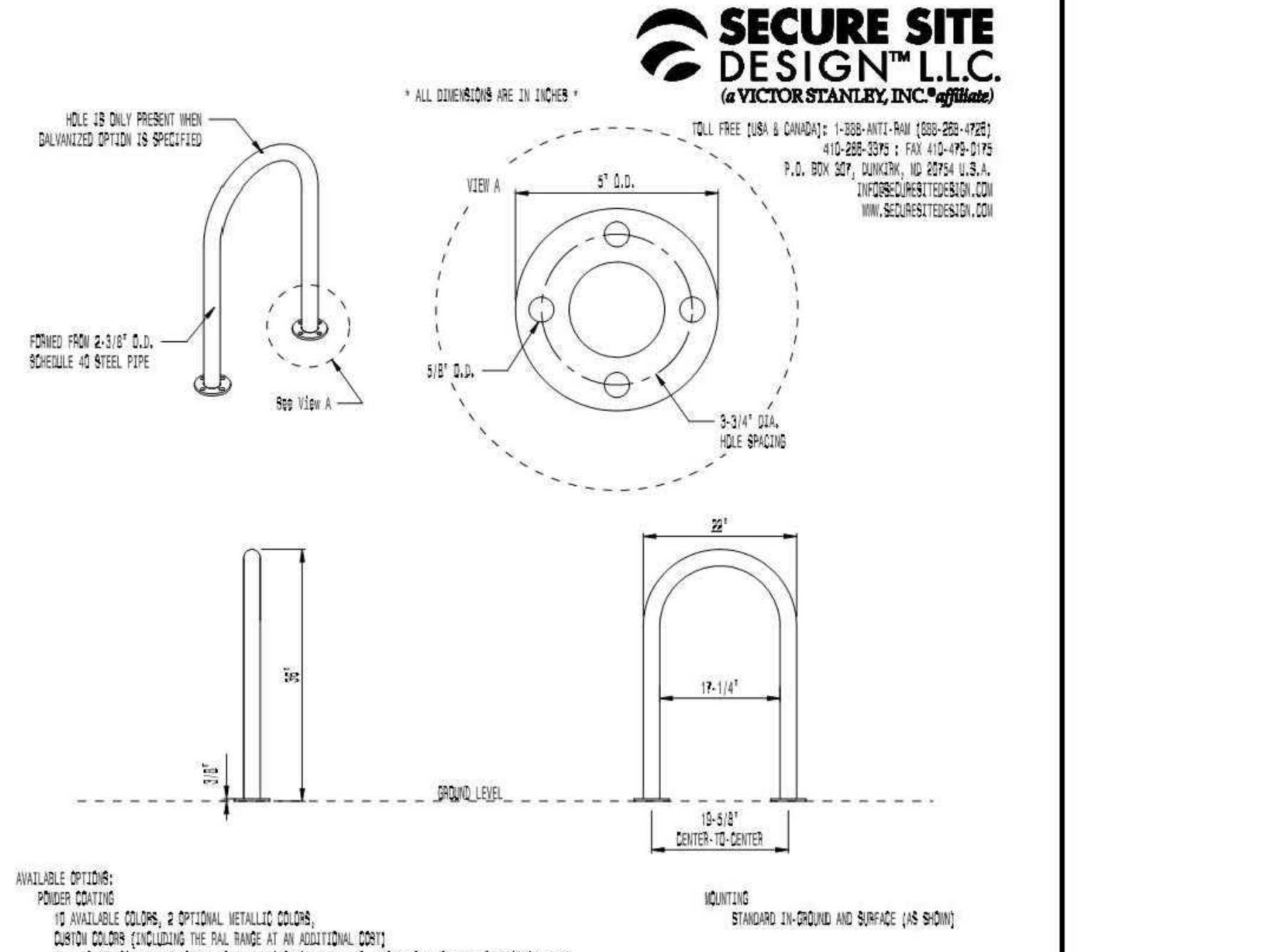
SECTION	WIDTH (W)	"H"	"V"
"A"	BETWEEN 4' & 7'	6"	6"
"B"	GREATER THAN 7'	6"	6"



- FINISH HEIGHT OF HANDRAILS SHALL BE BETWEEN 34"-38" ABOVE SURFACE.
- GRIP PORTION OF HANDRAIL SHALL BE 1-1/4" MIN. TO 2" MAX. IN DIAMETER.
- HANDRAIL GRIPPING SURFACES AND ANY SURFACES ADJACENT TO THEM SHALL BE FREE OF SHARP OR ABRASIVE ELEMENTS AND SHALL HAVE ROUNDED EDGES.
- HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS. RAMP HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEYOND THE TOP AND BOTTOM OF RAMP RUNS.
- THE FLOOR OR GROUND SURFACE OF THE RAMP OR LANDING SHALL EXTEND 12" MIN. BEYOND THE INSIDE FACE OF HANDRAIL (2" CLEAR WHERE OBSTRUCTIONS EXIST)
- NOTE: PAINT COLOR PER OWNER PREFERENCE. MATERIAL SHALL BE MINIMUM SCHEDULE 30 STEEL TUBING. REFER TO RAMP DETAIL FOR RAMP CONSTRUCTION.



- REQUIRED REINFORCEMENT WILL BE NO. 3 BARS 24" O.C. EACH WAY MAX. SPACING, OR 6 x 6 - W1-4 X W1-4 WWF
- INSTALL 1/2" EXPANSION JOINT MATERIAL AT AREAS WHERE PROPOSED SIDEWALK ABUTS EXISTING SIDEWALK, CURBS, AND/OR STRUCTURE. (GREENSTREAK #632, OR APPROVED EQUAL)



**SECURE SITE DESIGN™ L.L.C.**  
(A VICTOR STANLEY, INC.® AFFILIATE)

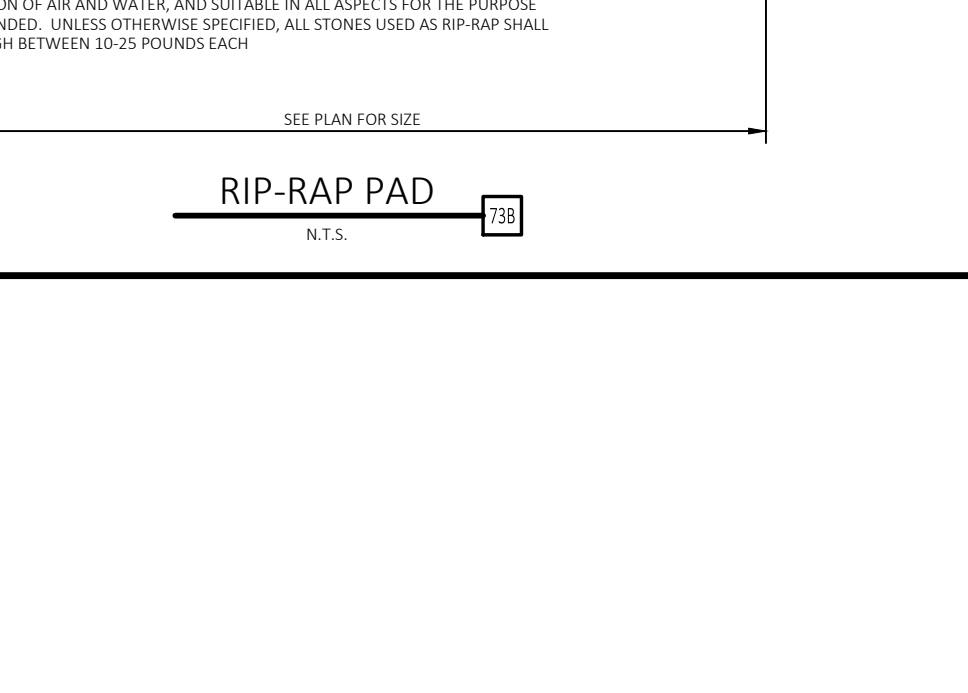


**REINFORCEMENT SCHEDULE, TOP**

SECTION	WIDTH (W)	HOR.	VERT.
"A"	BETWEEN 4' & 7'	#4 @ 8" E.W.	#4 @ 10"
"B"	GREATER THAN 7'	#4 @ 8" E.W.	#4 @ 10"

**TABLE OF "H" & "V" DIMENSIONS**

SECTION	WIDTH (W)	"H"	"V"
"A"	BETWEEN 4' & 7'	6"	6"
"B"	GREATER THAN 7'	6"	6"



CEI ENGINEERING ASSOCIATES, INC.  
710 W. PINEDALE AVE.  
FRESNO, CA 93711  
PHONE: (559) 447-3119  
FAX: (559) 447-3129



CLIENT  
3K1 CONSULTING SERVICES, LLC.  
11811 N. TATUM BOULEVARD,  
PHOENIX, ARIZONA 85028  
PHONE: (602) 850-8101



PLANS PREPARED FOR  
QUICK N CLEAN  
7291 E. ADOBE DRIVE, SUITE 115  
SCOTTSDALE, AZ 85255  
PHONE: (480) 707-3531

**REVISION**

NO.	DESCRIPTION	DATE

QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD: TAB  
PROJECT MANAGER: JCH  
DESIGNER: MBC  
CEI PROJECT NUMBER: 32373  
DATE: 11/9/2022  
REVISION: REV-2

CONSTRUCTION DETAILS  
SHEET TITLE  
SHEET NUMBER

CITY DEVELOPMENT ENGINEER: DATE

C9

REVISION		
NO.	DESCRIPTION	DATE

DATE: JANUARY 2021  
CAD: B.BOX  
DESIGN:  
CHECKED:  
APPROVED: D.PRIKSE

UTE WATER CONSERVANCY DISTRICT  
GRAND JUNCTION, CO 81505  
PH. (970)242-7491  
FX. (970)242-9189

NO.	REVISION	DATE	BY
1			
2			
3			
4			

UTE WATER STANDARD DETAILS  
DETAIL SHEET 1 OF 2  
SHEET NO. 1

12" MIN. SUBGRADE RECONDITIONING - SHALL INCLUDE REMOVAL, REPLACEMENT AND COMPACT SOIL TO 95% OF MAXIMUM DENSITY PER AASHTO T-99 OR PER SUB-SECTION 203.07 OF THE CDOT STANDARD SPECIFICATIONS.

12" MIN. SUBGRADE RECONDITIONING - SHALL INCLUDE REMOVAL, REPLACEMENT AND COMPACT SOIL TO 95% OF MAXIMUM DENSITY PER AASHTO T-99 OR PER SUB-SECTION 203.07 OF THE CDOT STANDARD SPECIFICATIONS.

PORTLAND CEMENT CONCRETE (CLASS GV-B)

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION, COLORADO

STANDARD CONCRETE DETAIL

APPROVED: [Signature]  
DATE: JULY 2022  
DRAWN: [Signature]

PAGE C-05

SIZE	BENDS			TEE BRANCH SIZE AND DEAD ENDS
	30'	45'	22 1/2'	
6	4.0	2.2	1.1	2.8
8	7.1	3.8	2.0	5.0
10	11.1	6.0	3.0	7.8
12	16.0	8.6	4.4	11.3
14	21.7	11.8	6.0	15.4
16	28.4	15.5	8.0	20.0

DATE: JANUARY 2021  
CAD: B.BOX  
DESIGN:  
CHECKED:  
APPROVED: D.PRIKSE

UTE WATER CONSERVANCY DISTRICT  
GRAND JUNCTION, CO 81505  
PH. (970)242-7491  
FX. (970)242-9189

NO.	REVISION	DATE	BY
1			
2			
3			
4			

UTE WATER STANDARD DETAILS  
DETAIL SHEET 2 OF 2  
SHEET NO. 2

12" MIN. SUBGRADE RECONDITIONING - SHALL INCLUDE REMOVAL, REPLACEMENT AND COMPACT SOIL TO 95% OF MAXIMUM DENSITY PER AASHTO T-99 OR PER SUB-SECTION 203.07 OF THE CDOT STANDARD SPECIFICATIONS.

PORTLAND CEMENT CONCRETE (CLASS GV-B)

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION, COLORADO

STANDARD CONCRETE DETAIL

APPROVED: [Signature]  
DATE: JULY 2022  
DRAWN: [Signature]

PAGE C-25

STREET CLASSIFICATION	MINIMUM SIDEWALK WIDTH (W)
RESIDENTIAL	4'
COLLECTOR OR COMMERCIAL	5'
MINOR ARTERIAL	5'
PRINCIPAL ARTERIAL	6'

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 OF CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER DATE

QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505



PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/9/2022
REVISION	REV-2

CONSTRUCTION DETAILS  
SHEET TITLE  
SHEET NUMBER

C10

CITY OF GRAND JUNCTION LANDSCAPE REQUIREMENTS

AREA	REQUIREMENT	REQUIRED	PROVIDED
STREET FRONTAGE STRIP	A 14' LANDSCAPED STRIP SHALL BE PROVIDED ALONG ANY STREET RIGHT OF WAY. TREES SHALL BE PLANTED AT A RATE OF 1 TREE PER 40 LF OF STREET FRONTAGE	800 LF / 40 = 20 TREES REQUIRED	20 TREES PROVIDED
ENTIRE IMPROVED SITE	1 TREE SHALL BE PLANTED PER 2,500 SF OF IMPROVED AREA	80,135 SF OF IMPROVED AREA / 2,500 SF = 33 TREES	33 TREES PROVIDED
	1 SHRUB SHALL BE PLANTED FOR EVERY 300 SF OF IMPROVED AREA	80,135 SF OF IMPROVED AREA / 300 SF = 268 SHRUBS	268 SHRUBS PROVIDED
	1 TREE SPECIES MAY NOT ACCOUNT FOR MORE THAN 20% OF TOTAL TREES WHEN 21 OR MORE TREES ARE REQUIRED	33 TREES X 0.2 = 6 OR LESS TREES PER SPECIES	YES
	1 SHRUB SPECIES MAY NOT ACCOUNT FOR MORE THAN 15% OF TOTAL SHRUBS WHEN 60 OR MORE SHRUBS ARE REQUIRED	268 SHRUBS X 0.15 = 40 OR LESS SHRUBS PER SPECIES	YES

EXISTING LEGEND

REFERENCE C1 - COVER SHEET FOR EXISTING LEGEND.

BENCHMARK

BENCHMARK #1: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE SOUTHEASTERN-MOST BOUNDARY CORNER OF SUBJECT PROPERTY. ELEV=4560.37' NAVD88  
 BENCHMARK #2: A FOUND PIN WITH ALUMINUM CAP PLS #38616 ON THE NORTHEAST CORNER OF THE ADJACENT PROPERTY AT THE INTERSECTION OF G ROAD AND 24 ROAD. ELEV=4564.59' NAVD88

PROPOSED LEGEND

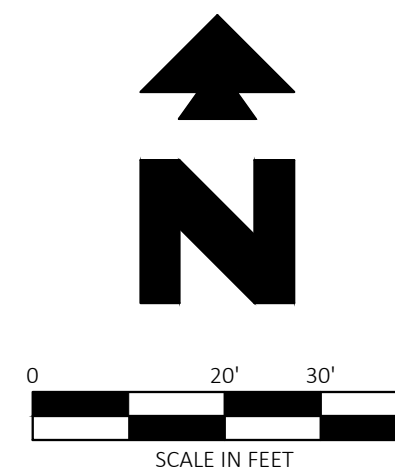
--- BOUNDARY LINE  
 - - - - - STORM DRAIN

GENERAL NOTES

- A. SEE LANDSCAPE NOTES (SHEET L2) FOR LANDSCAPE NOTES AND DETAILS.
- B. ALL LANDSCAPED AREAS SHALL HAVE AN UNDERGROUND, PRESSURIZED IRRIGATION SYSTEM

LANDSCAPE DETAILS

- 50A TREE PLANTING
- 50B SHRUB PLANTING
- 50C STEEL EDGING



Know what's below.  
 Call before you dig.



CEI ENGINEERING ASSOCIATES, INC.  
 710 W. PINEDALE AVE.  
 FRESNO, CA 93711  
 PHONE: (559) 447-3119  
 FAX: (559) 447-3129



CLIENT  
 3K1 CONSULTING SERVICES, LLC.  
 11811 N. TATUM BOULEVARD,  
 PHOENIX, ARIZONA 85028  
 PHONE: (602) 850-8101

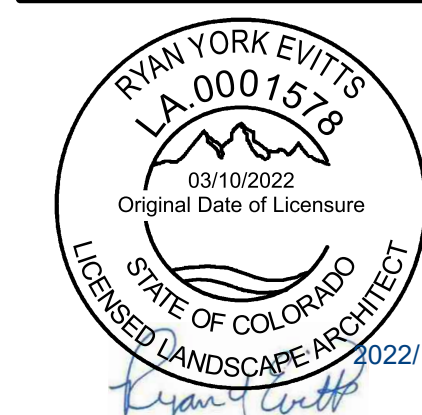


PLANS PREPARED FOR  
 QUICK N CLEAN  
 7291 E. ADOBE DRIVE, SUITE 115  
 SCOTTSDALE, AZ 85255  
 PHONE: (480) 707-3531

REVISION

NO.	DESCRIPTION	DATE

QUICK N CLEAN  
 691 24 ROAD  
 GRAND JUNCTION, COLORADO 81505



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 OF CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER DATE

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 OF CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

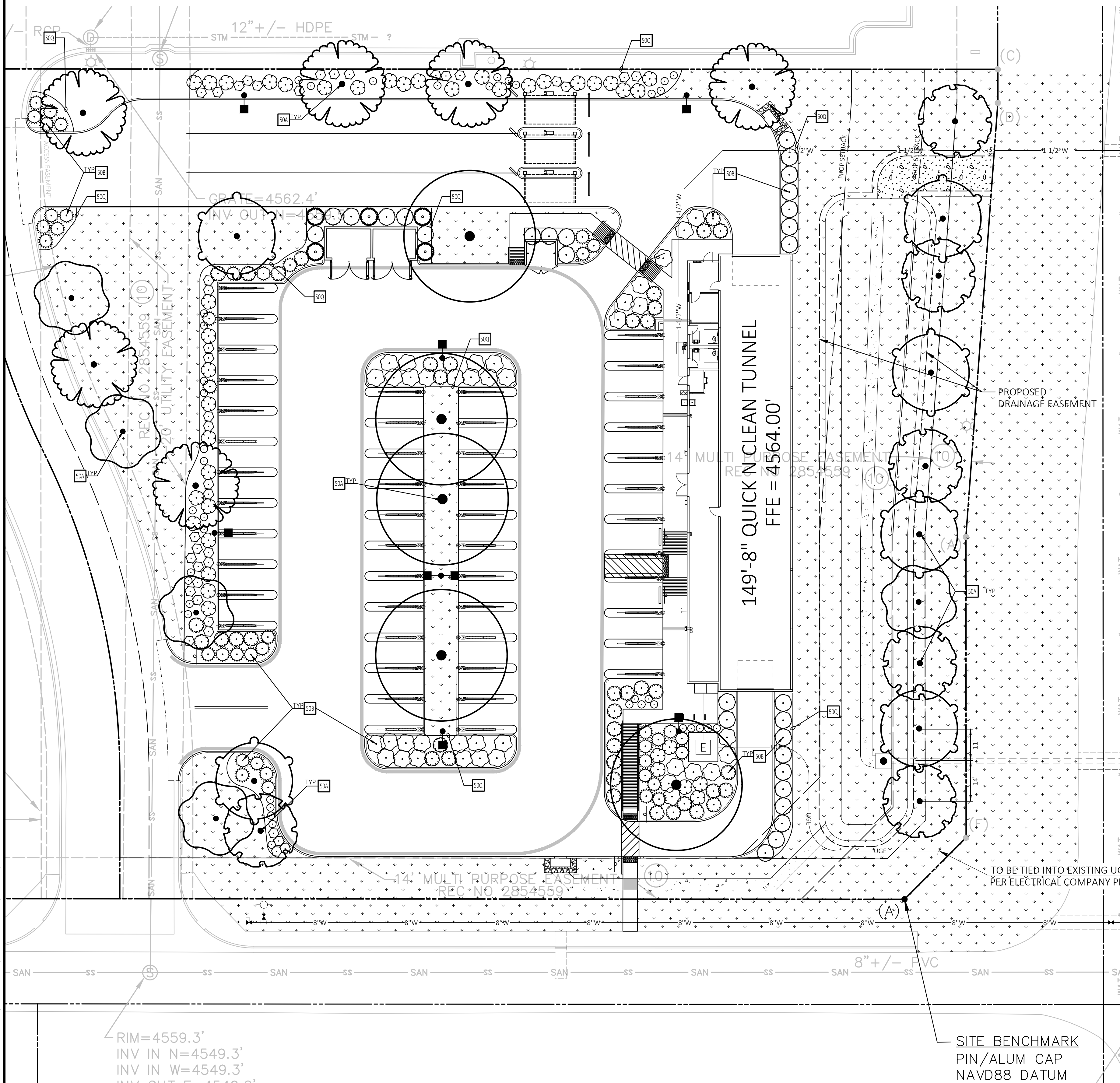
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY PLANNER DATE

PROFESSIONAL OF RECORD TAB  
 PROJECT MANAGER JCH  
 DESIGNER MBC  
 CEI PROJECT NUMBER 32373  
 DATE 11/21/2022  
 REVISION REV-2

LANDSCAPE PLAN  
 SHEET TITLE  
 SHEET NUMBER

L1



PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	INSTALL HT.	MATURE HT.	TYPE	2022-11-14 14:22 CAL
	6	ACER BUERGERIANUM 'STREETWISE' TM / STREETWISE TRIDENT MAPLE	36" BOX	50A		30'	DECIDUOUS	2.00" CAL.
	5	CELTIS LAEVIGATA 'ALL SEASONS' / ALL SEASONS SUGAR HACKBERRY	36" BOX	50A		60'	DECIDUOUS	2.00" CAL.
	5	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEY LOCUST	36" BOX	50A		40'	DECIDUOUS	2.00" CAL.
	5	JUNIPERUS SCOPULORUM 'COLOGREEN' / COLOGREEN JUNIPER	24" BOX	50A	6' MIN HT.	20'	EVERGREEN	
	6	MORUS ALBA 'FRUITLESS' / FRUITLESS MULBERRY	36" BOX	50A		40'	DECIDUOUS	2.00" CAL.
	6	PISTACIA CHINENSIS / CHINESE PISTACHE	36" BOX	50A		35'	ORNAMENTAL	1.50" CAL.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	INSTALL HT.	MATURE HT.	TYPE	
	40	AMORPHA CANESCENS / LEADPLANT	5 GAL	50B		3'	DECIDUOUS	
	40	CHRYSOTHAMNUS NAUSEOSUS YELLOW TWIG / YELLOW TWIG RABBITBRUSH	5 GAL	50B		6'	DECIDUOUS	
	40	JUNIPERUS VIRGINIANA 'GREY OWL' / GREY OWL EASTERN REDCEDAR	5 GAL	50B		2'	EVERGREEN	
	40	JUNIPERUS X PFITZERIANA 'KALLAY'S COMPACT' / KALLAY'S COMPACT PFITZER JUNIPER	5 GAL	50B		2'	EVERGREEN	
	40	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL	50B		4'	DECIDUOUS	
	39	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL	50B		2'	DECIDUOUS	
	29	TAXUS CUSPIDATA 'DENSE' / DENSE JAPANESE YEW	5 GAL	50B		3'	EVERGREEN	
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE					
	41,544 SF	POA PRATENSIS / KENTUCKY BLUEGRASS	SOD					

DRAWING LOCATION: P:\202003\32373\DRAWINGS\DESIGN\WORKING\32373-1P\_UPDATED.DWG SAVED BY: BERVANT

**GENERAL NOTES**

- CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL PROPOSED LANDSCAPING IS INSTALLED IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS (IF APPLICABLE) AND ALL LOCAL CODES AND REQUIREMENTS.
- CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONING PRIOR TO PROCEEDING WITH WORK DESCRIBED HERE IN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
- QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR GENERAL USE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLANT AND LANDSCAPE MATERIAL QUANTITIES. SYMBOL COUNT ON PLAN TAKES PRECEDENCE OVER TABLE QUANTITIES.
- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF UNAVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF UNAVAILABILITY OCCURS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
- CONTAINER GROWN STOCK SHOULD HAVE GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER.
- ANY PLANT SUBSTITUTIONS, RELOCATION, OR REQUIRED CHANGE SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER.
- THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REFUSE ANY MATERIAL THEY DEEM UNACCEPTABLE.
- COORDINATE WITH PROJECT REPRESENTATIVE FOR DISTURBED SITE TREATMENTS OUTSIDE LANDSCAPE IMPROVEMENTS. SEE CIVIL PLANS FOR SOIL STABILIZATION FOR EROSION CONTROL.
- IF REQUIRED, CONTRACTOR TO ENSURE THAT AN AUTOMATED IRRIGATION SYSTEM THAT PROVIDES COMPLETE COVERAGE OF THE SITE IS INSTALLED PRIOR TO INSTALLING TREES/PALMS (SEE IRRIGATION PLAN SHEET IF PROVIDED). IF NO PLAN IS PROVIDED THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN TO THE LANDSCAPE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PROPOSED DESIGN MUST HAVE AN APPROVED BACKFLOW DEVICE AND RAIN SENSOR INSTALLED TO STOP IRRIGATION DURING RAIN EVENTS. CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AND NO PONDING OF WATER AT ROOT AREA.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION AT NO COST TO THE OWNER.
- WEED MAT IS REQUIRED IN LANDSCAPED ISLANDS AS SPECIFIED.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- IF A SWPPP PLAN IS PROVIDED THIS PLAN IS TO BE IMPLEMENTED COOPERATIVELY WITH SWPPP PLAN, AS NEEDED, TO MAXIMIZE THE EFFECTIVENESS OF THE SWPPP PLAN FOR THIS SITE.
- THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
- ALL DISTURBED AREAS AS DESIGNATED ON THE GRADING PLAN SHALL BE SOWN WITH GRASS SEED MIX. REFER TO SEED MIX CHART BELOW.
- SODDING ON SLOPES: CONTRACTOR TO STAKE SOD AS INDICATED ON PLANS AS APPROPRIATE TO PREVENT SUPPAGE UNTIL SOD IS ESTABLISHED.
- ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.

**PLANTING NOTES**

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIALS SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC. SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL OVER ONE INCH IN SIZE. THE TOP SIX INCHES OF FILL MATERIAL STRIPPED FROM SITE MAY BE UTILIZED FOR PLANTER OR TOPSOIL FILL IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
- FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF AND MULCH) MUST BE GRADED TO 1 1/2" BELOW ADJACENT PAVEMENT SURFACES.
- LOCATE SHRUBS A DISTANCE OF HALF OF THEIR AVERAGE MATURE SPREAD AWAY FROM WALKS, STRUCTURES, CONCRETE PADS, ETC. LOCATE GROUND COVER PLANTINGS A MINIMUM OF 2" FROM WALKS, STRUCTURES, CONCRETE PADS, ETC.
- ALL LAWN AREAS NOT OTHERWISE BORDERED BY WALKS, OR OTHER STRUCTURES, SHALL HAVE MANUFACTURED EDGING AS REQUIRED.
- TREES PLANTED ADJACENT TO PUBLIC ROADS AND PEDESTRIAN SIDEWALKS SHALL BE PRUNED SUFFICIENTLY TO AVOID VISUAL BLOCKS TO INTERSECTING VEHICULAR ACCESS OR INTERFERENCE WITH PEDESTRIAN WALKWAYS. TREES WITH A 4" OR LARGER CALIPER SHALL BE PRUNED UP TO 6'-0" ABOVE PAVEMENTS.
- ALL TREES WITHIN 4' OF PAVED SURFACES (SUCH AS CURBS, WALLS, BUILDINGS AND SIDEWALKS) SHALL BE PROVIDED WITH A DEEP ROOT BARRIER CONTROL DEVICE OR EQUAL. INSTALL PER MFR'S SPECIFICATIONS.
- TOPSOIL DEPTH SHALL BE AS FOLLOWS:  
PLANTER BEDS - 12" MINIMUM  
GRASS/SOD AREAS - 4" MINIMUM (AFTER COMPACTION)
- BACKFILL ALL TREES, SHRUBS, GROUND COVER WITH A MIXTURE OF 2 PARTS NATIVE SOIL AND 1 PART SOIL CONDITIONING WITH WOOD MULCH.
- THE LANDSCAPE CONTRACTOR SHALL WATER TEST ALL PLANTING HOLE PRIOR TO PLANTING. IF HOLES DO NOT DRAIN PROPERLY, EXCAVATE FURTHER UNTIL IMPERMEABLE LAYER IS BREACHED. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS (WHEN FULLY FLOODED WITH WATER) SHALL DRAIN WITHIN 1 HOUR OF FILLING. ENSURE THAT ALL PLANT PITS HAVE POSITIVE DRAINAGE.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
- FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- ALL PLANTING BED SOILS SHALL BE AMENDED WITH 2" OF ORGANIC COMPOST
- ALL TREES AND SHRUBS SHALL BE PLANTED IN SUCH A MANNER AS TO ENSURE THEIR SURVIVAL.
- ANY ROPE OR WIRE BINDING THE BALL SHALL BE CUT PRIOR TO PREVENT GIRDLING OF THE TREE. REMOVE WIRE, TWINE, AND BURLAP FROM THE TOP HALF OF ALL B&B PLANT MATERIAL.
- IF A NON-BIODEGRADABLE MATERIAL IS USED AROUND THE BALL, IT SHALL BE COMPLETELY REMOVED PRIOR TO BACKFILLING.
- PRIOR TO INSTALLATION, THE ROOTS OF CONTAINER GROWN STOCK SHALL BE SEPARATED OR SPLIT TO ENSURE PROPER ROOT DEVELOPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
- ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS. TREES & SHRUBS SHALL BE PLANTED AS SOON AS POSSIBLE AFTER DELIVERY.
- ALL TREES MUST BE STRAIGHT-TRUNKED, FULL-HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
- NO SUBSTITUTIONS OR ALTERNATIVES WILL BE ALLOWED FOR GROUND SURFACE MATERIALS UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT OR OWNER.
- MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND ALL UTILITIES UNLESS OTHERWISE SPECIFIED.
- A FOUR INCH (4") TOP DRESSING/MULCHING OF 3/4" TO 1 1/4" TAN RIVER ROCK MULCH SHALL BE PLACED IN ALL PLANT BEDS AND AROUND ALL TREES. SINGLE TREES OR SHRUBS SHALL HAVE TOP DRESSING TO THE OUTSIDE EDGE OF THE MANUFACTURED EDGING OR LANDSCAPE ISLAND. (SEE PLANTING DETAILS) TOP DRESSING CAN BE WOOD MULCH, ROCK, OR ANY OTHER DECORATIVE MATERIAL SPECIFIED ON PLANS. SEE LANDSCAPE PLAN FOR TYPE.
- THE FOLLOWING PLANTING SEASONS ARE RECOMMENDED:  
EVERGREEN SHRUBBERY NOV-MAR  
DECIDUOUS SHRUBBERY & TREES NOV-MAR  
EVERGREEN TREES NOV-MAR

**SOLID SOD NOTES**

- ADJUST FINE GRADE TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1 1/2" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION KNOWN AS BOTTOM LAND SOIL. FREE FROM LUMPS, CLAY TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BE BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO SOD INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, CONSTRUCTION WASTE, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- FERTILIZE ALL SOD AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF SOD IS INSTALLED ON SLOPES OF 3:1 OR GREATER, SOD SHALL BE STAKED TO AVOID SLIPPING OR SLIDING APART. STAKING OR STAPLES SHALL BE INSTALLED FLUSH AS TO NOT CREATE A MAINTENANCE ISSUE WITH CARE EQUIPMENT.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN VIGOROUS, HEALTHY CONDITIONS.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER AND MARCH ALL SOD AREAS TO BE OVER-SEEDED WITH ANNUAL RYEGRASS.

**ACCEPTANCE BLOCK**

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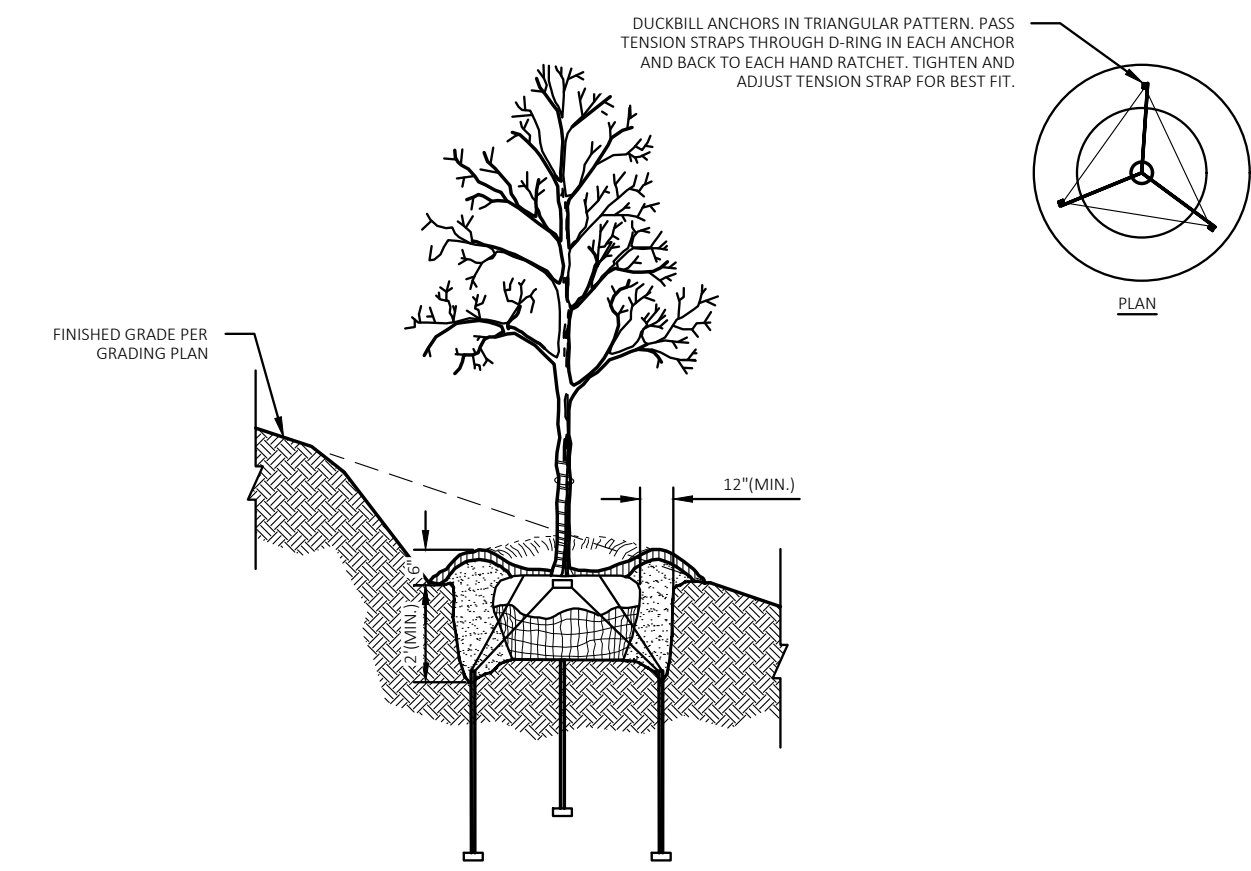
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

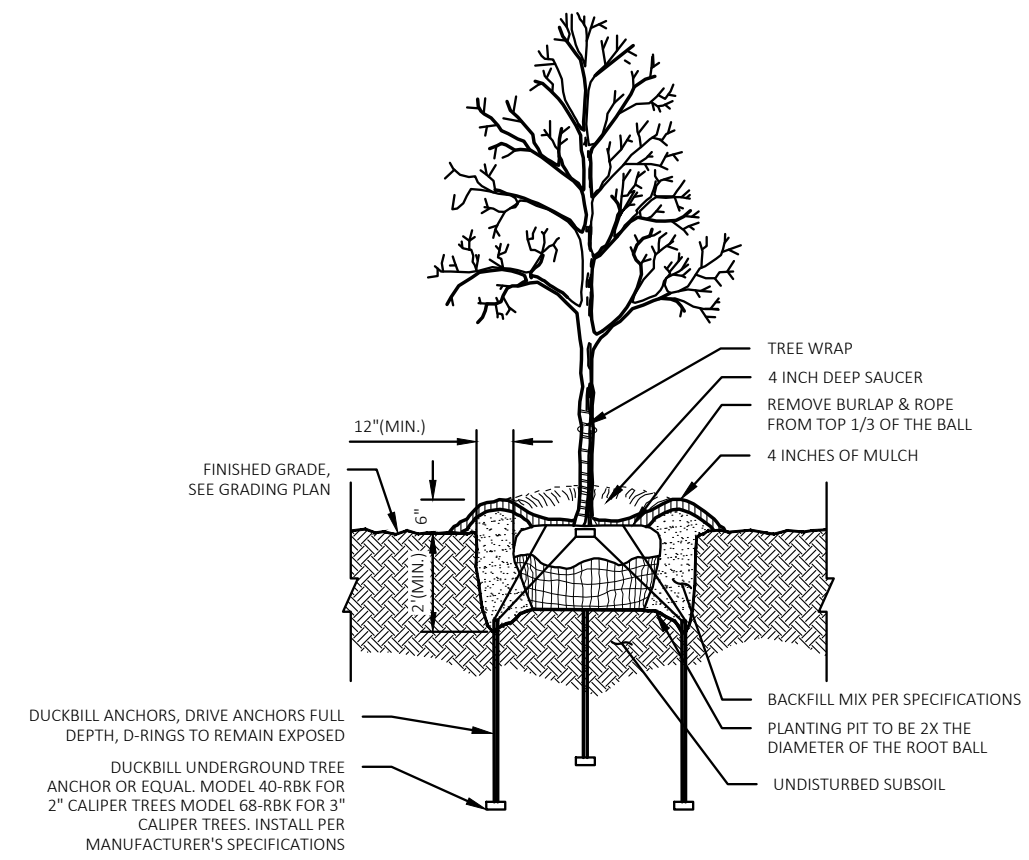
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CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

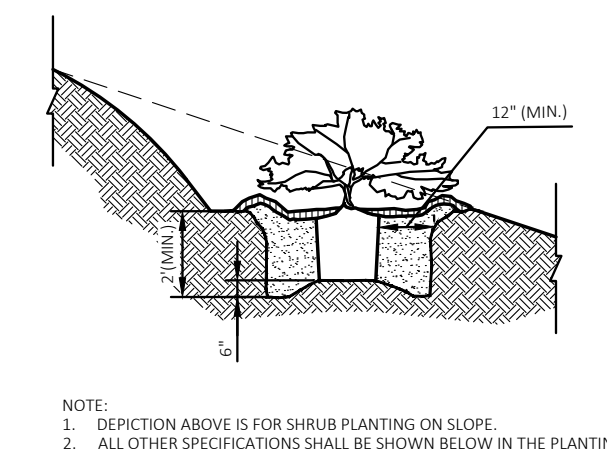


- NOTES:
- DEPICTION ABOVE IS FOR TREE PLANTING ON A SLOPE.
  - ALL OTHER SPECIFICATIONS SHALL BE AS SHOWN BELOW IN THE TREE PLANTING DETAIL.
  - SEE TREE PLANTING DETAIL BELOW FOR TREE ANCHORING SYSTEM.

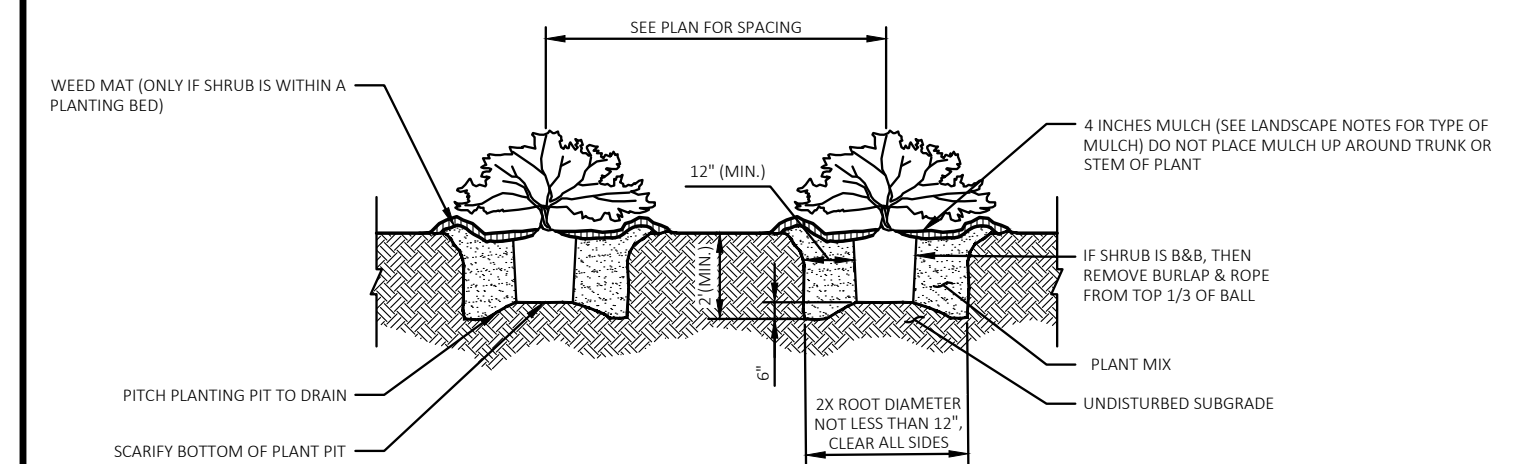


- NOTES:
- SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
  - CONTRACTOR TO ENSURE PERCOLATION OF PLANTING PITS PRIOR TO INSTALLATION.
  - CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PERCOLATION CANNOT BE ACHIEVED.

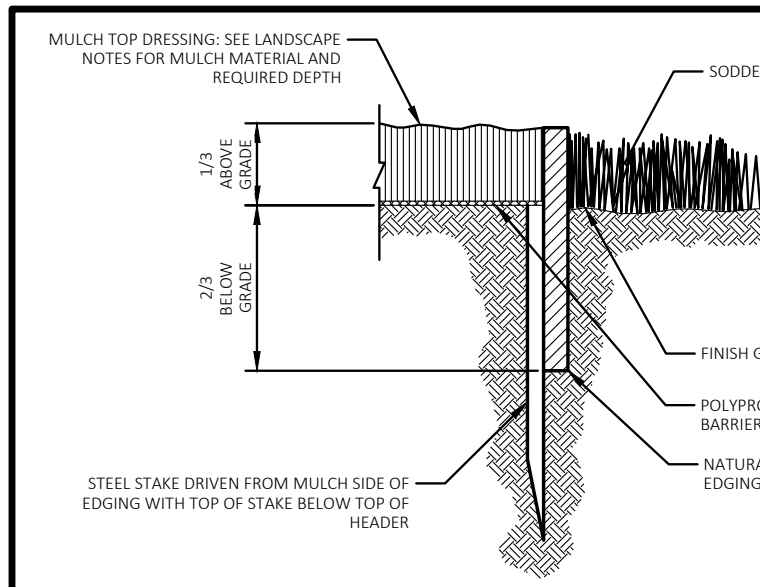
**TREE PLANTING**  
N.T.S.



- NOTE:
- DEPICTION ABOVE IS FOR SHRUB PLANTING ON SLOPE.
  - ALL OTHER SPECIFICATIONS SHALL BE SHOWN BELOW IN THE PLANTING DETAIL.

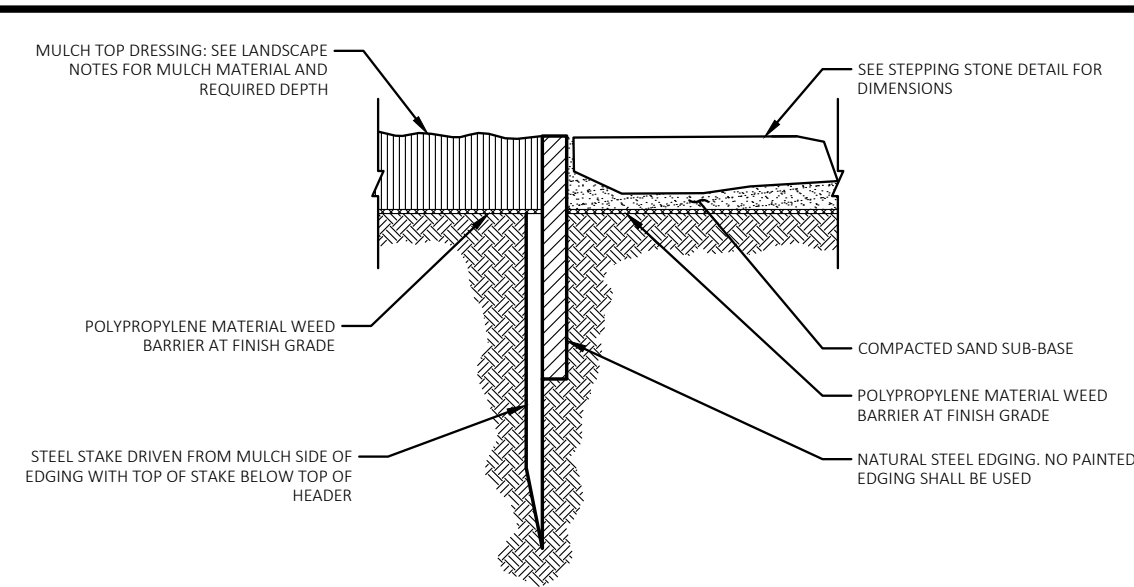


**SHRUB PLANTING**  
N.T.S.



- NOTE:
- DEPICTION ABOVE IS FOR SODDED AREA WITH MULCH.

**STEEL EDGING**  
N.T.S.



- NOTE:
- DEPICTION ABOVE IS FOR STEPPING STONE AREA WITH MULCH.

CEI ENGINEERING ASSOCIATES, INC.  
710 W. PINE DALE AVE.  
FRESNO, CA 93711  
PHONE: (559) 447-3119  
FAX: (559) 447-3129

QUICK N CLEAN  
691 24 ROAD  
GRAND JUNCTION, COLORADO 81505

PROFESSIONAL OF RECORD	TAB
PROJECT MANAGER	JCH
DESIGNER	MBC
CEI PROJECT NUMBER	32373
DATE	11/7/2022
REVISION	REV-2

LANDSCAPE NOTES  
SHEET TITLE  
SHEET NUMBER

L2

**CITY OF GRAND JUNCTION, COLORADO**

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

**A RESOLUTION ISSUING A REVOCABLE PERMIT TO ALLOW PRIVATE  
STORMWATER DRAINAGE PIPE FOR THE PROPOSED QUICK N CLEAN CAR  
WASH LOCATED AT 691 24 ROAD WITHIN THE 24 ROAD RIGHT-OF-WAY**

**Recitals.**

A. Quick N Clean Car Wash CO-02, LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 1 GG GRAND JUNCTION SUBDIVISION FILING 2 PER RN 3034472 RECORDED 6-14-22 MESA CO RECDS SEC 5 1 S 1W UM - 2.06 ACRES. TAX SCHEDULE 2945-051-20-001

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair an underground stormwater sewer line to be in right-of-way within the following described public right-of-way as depicted on Exhibit A attached hereto:

A 20' STRIP OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE S00°02'43"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 (SAID LINE BEING THE BASIS OF BEARINGS FOR ALL BEARINGS STATED HEREIN) , A DISTANCE 566.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S89°57'50"W, A DISTANCE OF 107.00 FEET TO THE EASTERLY LINE OF LOT 1, GG GRAND JUNCTION SUBDIVISION FILING NO. 1;

THENCE S00°02'43"E ALONG SAID EASTERLY LINE, A DISTANCE OF 20.00 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 1 BEARS S00°02'43"E, 16.23 FEET;

THENCE N89°57'50"E, A DISTANCE OF 107.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5;

THENCE N00°02'43"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

containing 2,140 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-1879 in the office of the City's Community Development Department, the City



Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

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

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

## REVOCABLE PERMIT

### Recitals.

A. Quick N Clean Car Wash CO-02, LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 1 GG GRAND JUNCTION SUBDIVISION FILING 2 PER RN 3034472 RECORDED 6-14-22 MESA CO RECDS SEC 5 1 S 1W UM - 2.06 ACRES. TAX SCHEDULE 2945-051-20-001

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair an underground stormwater sewer line within the following described public right-of-way:

A 20' STRIP OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE S00°02'43"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 (SAID LINE BEING THE BASIS OF BEARINGS FOR ALL BEARINGS STATED HEREIN) , A DISTANCE 566.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S89°57'50"W, A DISTANCE OF 107.00 FEET TO THE EASTERLY LINE OF LOT 1, GG GRAND JUNCTION SUBDIVISION FILING NO. 1;

THENCE S00°02'43"E ALONG SAID EASTERLY LINE, A DISTANCE OF 20.00 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 1 BEARS S00°02'43"E, 16.23 FEET;

THENCE N89°57'50"E, A DISTANCE OF 107.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5;

THENCE N00°02'43"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

containing 2,140 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-1879 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

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

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
Quick N Clean Car Wash CO-02, LLC

**AGREEMENT**

Quick N Clean Car Wash CO-02, LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Quick N Clean Car Wash CO-02, LLC

By: \_\_\_\_\_  
Richard Karle, Manager

State of Colorado )  
                          )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Richard Karle, Manager of Quick N Clean Car Wash CO-02, LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

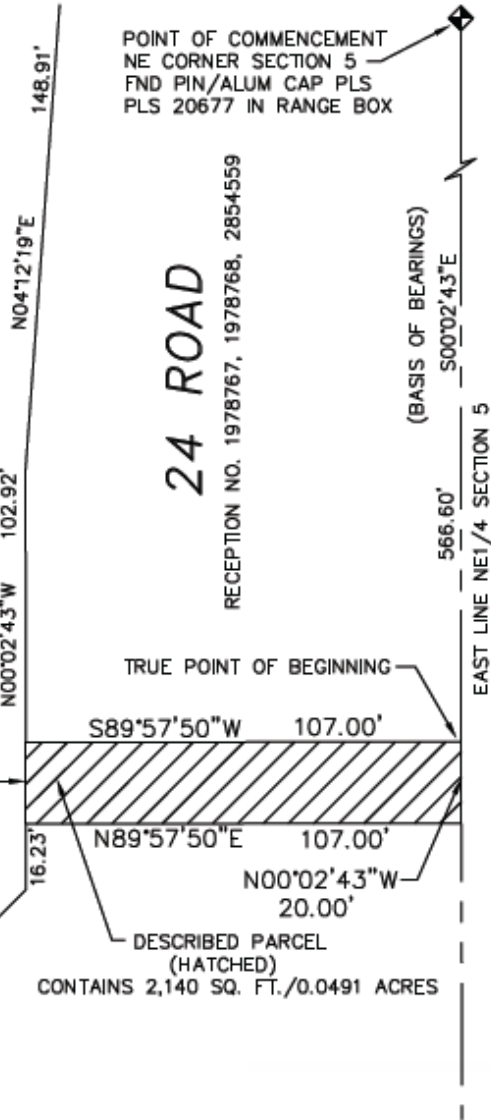
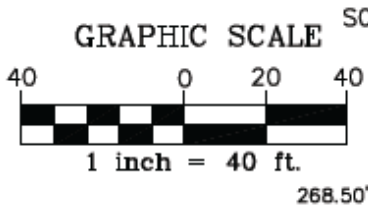
\_\_\_\_\_  
Notary Public



ILLUSTRATION FOR  
**EXHIBIT A**  
 (SHEET 1 OF 1)

ADDRESS: 2388 MOJO STREET  
 OWNER: QUICK N CLEAN CO- LLC  
 APN: 2945-051-20-001

LOT 1  
 GG GRAND JUNCTION SUBDIVISION FILING NO. 2  
 RECEPTION NO. 3034472



**MOJO STREET**

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 5 ASSUMED TO BEAR S00°02'43"E.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,140 SQUARE FEET (0.0491 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

GRAND JUNCTION, COLORADO

STORM SEWER EASEMENT

DRAWN BY: MC	SCALE: 1"=40'	R.O.W. FILE NUMBER
CHECKED BY: BR	DATE: 10/01/2022	JOB NUMBER:

LOCATED IN LOT 1 OF SECTION 5, T1S, R1W OF THE  
 UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF  
 MESA, STATE OF COLORADO



**Grand Junction City Council**

**Regular Session**

**Item #5.c.**

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**Meeting Date:** January 4, 2023  
**Presented By:** John Shaver, City Attorney, Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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**Information**

**SUBJECT:**

A Resolution Authorizing an Easement on City-owned Property at 821 Struthers Avenue

**RECOMMENDATION:**

Staff recommends approval of the request.

**EXECUTIVE SUMMARY:**

The City has negotiated an agreement with the developer of 805 Struthers Ave for a utility easement on and across the Property for the purpose of providing drainage infrastructure to drain the site directly to the City's stormwater quality basin.

**BACKGROUND OR DETAILED INFORMATION:**

The company 805 Struthers, LLC received City approval for the construction of 48 apartments at 805 Struthers as part of SPN-2021-698. Site drainage was originally designed to outfall to the north into City storm drain infrastructure in Struthers Ave. The applicant is requesting to construct a storm drainage facility across City property at 821 Struthers that would accommodate a southerly outfall that drains directly to the City's stormwater quality basin.

Staff is in agreement with the request as it will better serve the development and does not adversely impact the operation of the City's stormwater quality basin. The easement is within normal setback areas for any future development proposed on 821 Struthers and will not preclude any anticipated uses on the property.

The City has negotiated an agreement with 805 Struthers, LLC for a utility easement on and across the property for the purpose of providing drainage infrastructure to the benefit of 805 Struthers.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 05-23, a Resolution authorizing an Easement on City-owned property to 805 Struthers LLC, located at 821 Struthers Avenue.

**Attachments**

1. 821 Struthers Easement
2. 821 Struthers Easement Exhibits
3. RES-821 Struthers utility easement 122822



## **EASEMENT**

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from 805 STRUTHERS LLC, 312D Aspen Airport Business Center, Aspen CO 81611, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said storm drain line, through, under, across, and along a course as said lines may be hereafter situated in the northwest quarter of the southeast quarter of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, the easement being described as follows:

**SEE EXHIBIT A FOR EASEMENT DESCRIPTION AND EXHIBIT B FOR EASEMENT SKETCH, BOTH ATTACHED HERETO AND MADE A PART HEREOF.**

The easement varies in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said storm drain line and related fixtures and devices, and to remove objects interfering therewith, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said storm drain lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest

Grantor

The City of Grand Junction, a Colorado home rule municipality

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

Name: Amy Phillips

Title: City Clerk

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

Name: Greg Caton

Title: City Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF MESA                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Greg Caton, City Manager and Amy Phillips as City Clerk for the City of Grand Junction, a home rule municipality.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission expires:

## EXHIBIT A

A portion of the parcel described in the Warranty Deed as recorded at Reception Number 1694638, City of Grand Junction, County of Mesa, State of Colorado, situated in Southeast 1/4 of Section 23, Township 1 South, Range 1 West, Ute Meridian, said portion being more particularly described as follows:

Commencing at the northwest corner of the Southeast 1/4 of Section 23, whence the northeast corner of the Southeast 1/4 of Section 23 bears South 89°35'48" East, with all bearings contained herein relative thereto;

Thence South 69°44'10" East a distance of 948.49 feet to the southeasterly corner of the parcel recorded at Reception Number 2972502 and the POINT OF BEGINNING;

Thence South 03°34'29" East along the westerly boundary of Trail Edge Townhomes II Subdivision a distance of 42.38 feet to the southwesterly corner of said Subdivision; Thence South 89°35'57" East along the southerly boundary of said Subdivision a distance of 110.36 feet to the southwesterly corner of Trail Edge Townhomes as recorded at Reception Number 2839703;

Thence South 89°35'57" East along the southerly boundary of said Trail Edge Townhomes a distance of 111.18 feet to the southwesterly corner of Tract A of Edgewater No. 2 Subdivision as recorded at Reception Number 2808385;

Thence South 89°35'57" East along the southerly boundary of said Tract A a distance of 30.00 feet to the southwesterly corner of Lot 2 of Jeffryes Simple Subdivision as recorded at Reception Number 2054147;

Thence South 89°35'57" East along the southerly boundary of said Lot 2 a distance of 17.06 feet.

Thence South 41°44'09" East a distance of 52.73 feet;

Thence South 48°15'51" West a distance of 10.00 feet;

Thence North 41°44'09" West a distance of 48.64 feet;

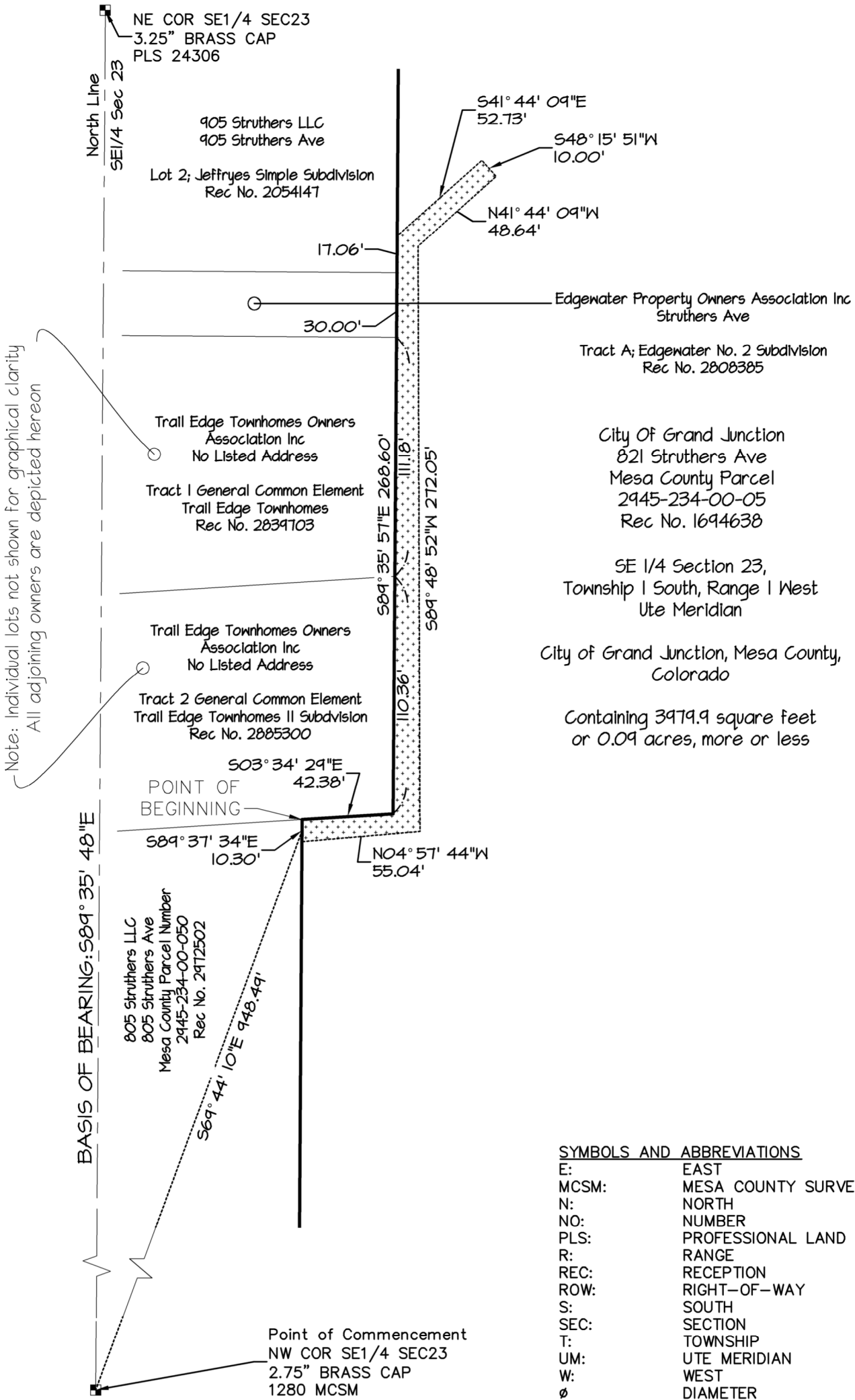
Thence South 89°48'52" West a distance of 272.05 feet;

Thence North 04°57'44" West a distance of 55.04 feet to a point on the southerly line of the parcel recorded at Reception Number 2972502;

Thence South 89°37'34" East along the southerly line of the parcel recorded at Reception Number 2972502 a distance of 10.30 feet to the POINT OF BEGINNING.

Containing 3979.9 Sq. feet (0.091 acres), more or less.

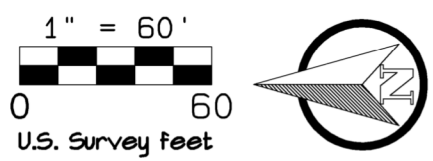
# EXHIBIT B



Note: Individual lots not shown for graphical clarity  
All adjoining owners are depicted hereon

**SYMBOLS AND ABBREVIATIONS**

E:	EAST
MCSM:	MESA COUNTY SURVEY MARKER
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
R:	RANGE
REC:	RECEPTION
ROW:	RIGHT-OF-WAY
S:	SOUTH
SEC:	SECTION
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
∅	DIAMETER



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

**RIVER CITY**  
CONSULTANTS

215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
Phone: 970.241.4722  
Fax: 970.241.8841  
www.rccwest.com

Drawn: BDM	Checked: TJC	12/19/22	Job No. 1981- 003
S:\PROJECTS\1981 Shannon Sweeney\003 Struthers Property\Survey\DWG			

**RESOLUTION NO. \_\_-23**

**A RESOLUTION AUTHORIZING AN EASEMENT ON CITY-OWNED PROPERTY TO  
805 STRUTHERS LLC**

Recitals:

The City of Grand Junction is the owner of the following described real property ("Property") in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A portion of the parcel described in the Warranty Deed as recorded at Reception Number 1694638, City of Grand Junction, County of Mesa, State of Colorado, situated in Southeast 1/4 of Section 23, Township 1 South, Range 1 West, Ute Meridian, said portion being more particularly described as follows:

Commencing at the northwest corner of the Southeast 1/4 of Section 23, whence the northeast corner of the Southeast 1/4 of Section 23 bears South 89°35'48" East, with all bearings contained herein relative thereto;

Thence South 69°44'10" East a distance of 948.49 feet to the southeasterly corner of the parcel recorded at Reception Number 2972502 and the POINT OF BEGINNING;

Thence South 03°34'29" East along the westerly boundary of Trail Edge Townhomes II Subdivision a distance of 42.38 feet to the southwesterly corner of said Subdivision;

Thence South 89°35'57" East along the southerly boundary of said Subdivision a distance of 110.36 feet to the southwesterly corner of Trail Edge Townhomes as recorded at Reception Number 2839703;

Thence South 89°35'57" East along the southerly boundary of said Trail Edge Townhomes a distance of 111.18 feet to the southwesterly corner of Tract A of Edgewater No. 2 Subdivision as recorded at Reception Number 2808385;

Thence South 89°35'57" East along the southerly boundary of said Tract A a distance of 30.00 feet to the southwesterly corner of Lot 2 of Jeffryes Simple Subdivision as recorded at Reception Number 2054147;

Thence South 89°35'57" East along the southerly boundary of said Lot 2 a distance of 17.06 feet.

Thence South 41°44'09" East a distance of 52.73 feet;

Thence South 48°15'51" West a distance of 10.00 feet;

Thence North 41°44'09" West a distance of 48.64 feet;

Thence South 89°48'52" West a distance of 272.05 feet;

Thence North 04°57'44" West a distance of 55.04 feet to a point on the southerly line of the parcel recorded at Reception Number 2972502;

Thence South 89°37'34" East along the southerly line of the parcel recorded at Reception Number 2972502 a distance of 10.30 feet to the POINT OF BEGINNING.

Containing 3979.9 Sq. feet (0.091 acres), more or less.

The City has negotiated an agreement with the 805 Struthers LLC for a utility easement on and across the Property for the purpose of providing drainage infrastructure to the benefit of 805 Struthers LLC ("Easement").

The City Council having been advised in the premises deems it appropriate that the City grant the Easement for the purposes stated in the Easement and this Resolution.

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

The City Manager is hereby authorized and directed to sign the attached "805 Struthers LLC" (Utility Easement Agreement) granting an easement for the purposes established and provided in the Easement Agreement, this Resolution and the actions taken in support thereof. All actions taken by the officers, employees and agents of the City relating to the Utility Easement Agreement described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed.

PASSED and ADOPTED this 4<sup>th</sup> day of January 2023.

---

Anna M. Stout  
President of the City Council

Attest:

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Amy Phillips  
City Clerk



## Grand Junction City Council

### Regular Session

Item #5.d.

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**Meeting Date:** January 4, 2023  
**Presented By:** Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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#### **Information**

##### **SUBJECT:**

A Resolution Supporting Application to Colorado Department of Transportation (CDOT) for an Entry Sign to be Located within CDOT Right-of-Way at Highway 50 and 30 Road

##### **RECOMMENDATION:**

Staff recommends adoption of the resolution.

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

The City has a new entry sign proposed within Colorado Department of Transportation (CDOT) right-of-way on US Hwy 50 at 30 Road. CDOT's process requires that City Council adopt a resolution to complete and submit the application.

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

In the fall of 2022, the City entered into a contract with Bud's Signs to replace aging entry signs on I-70 west of 29 Road; Hwy 50 west of 28 1/2 Road; and add an additional sign at eastbound I-70 west of Exit 26.

CDOT's policy for Political Boundary/Identification requires that the local government entity authorize the installation by local ordinance or resolution.

Bud's Sign has provided a schedule that calls for the end of April completion of all three signs.

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

The replacement and addition of City Entry Way signs were provided in the 2022 budget.

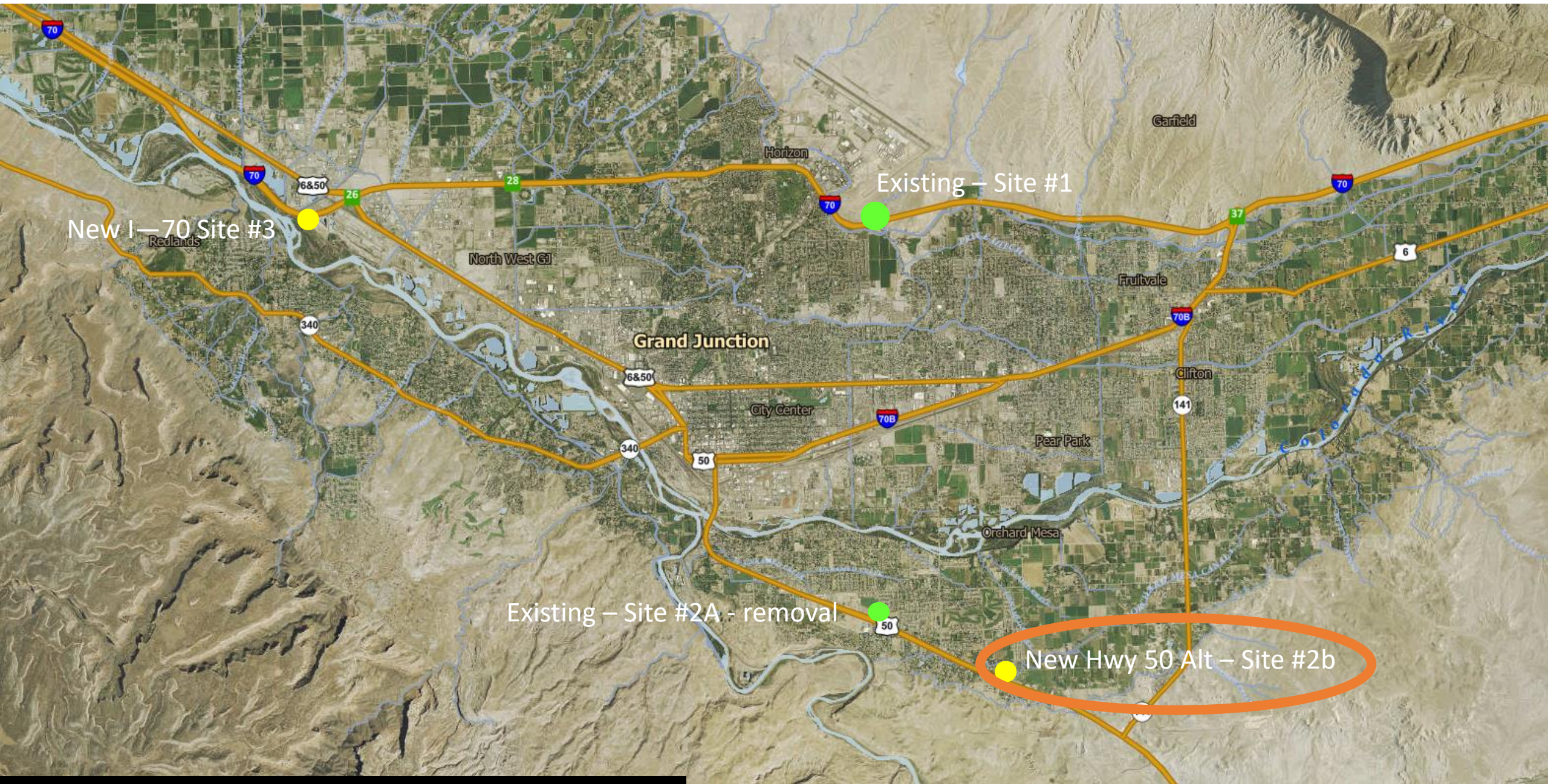
##### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 06-23, a Resolution authorizing City staff to submit an application to CDOT for installation of a new entry sign to be located within CDOT right-of-way on US Hwy 50 at 30 Road.

**Attachments**

- 1. Welcome-Entry Signs Council Exhibits
- 2. RES-Entry Signs Hwy50 at 30 Rd Application 122722





New I-70 Site #3

Existing - Site #1

Existing - Site #2A - removal

New Hwy 50 Alt - Site #2b

Hwy 50 Location – 30 Road



City of Grand Junction Entry Signs – Orchard Mesa at 30 Road – Westbound Highway 50 - Orchard Mesa - Site #2b

Hwy 50 Location – 30 Road



City of Grand Junction Entry Signs –  
Orchard Mesa at 30 Road – Westbound Highway 50 - Orchard Mesa - Site #2b



A soft blue LED light running the length of both tracks symbolizing the junction of the two rivers. LED to be placed just under the top track in the gap. Frontside only. LED spot lights on the ground will light the rest of the sign.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AS A PETITIONER TO COLORADO DEPARTMENT OF TRANSPORTATION FOR POLITICAL BOUNDARY/IDENTIFICATION MARKER LOCATED AT HIGHWAY 50 AND 30 ROAD**

Recitals:

The City has Political Boundary/Identification markers (aka entry signs) currently located on westbound I-70 west of 29 Road on airport property and Hwy 50 west of 28 ½ Road.

The City has proposed to replace the two existing signs on-site at the same location on westbound I-70, west of 29 Road on airport property and Highway 50 at 30 Road within Colorado Department of Transportation (CDOT) right-of-way. An additional third sign is also proposed private property for eastbound I-70 just west of Exit 26.

The Colorado Department of Transportation (CDOT) has a policy regarding Political Boundary/Identification Markers.

The policy requires that for Entry Signs located within CDOT right-of-way, a resolution authorizing the application for said sign be approved by the governing body.

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

The City Council of the City of Grand Junction authorizes the Mayor to sign as a petitioner to CDOT for a Political Boundary/Identification Marker to be located within CDOT rights-of-way on Hwy 50 at 30 Road.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this \_\_\_ day of January 2023.

\_\_\_\_\_  
Anna M. Stout  
Grand Junction City Council President

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #5.e.**

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**Meeting Date:** January 4, 2023  
**Presented By:** David Thornton, Principal Planner  
**Department:** Community Development  
**Submitted By:** David Thornton, Principal Planner

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**Information**

**SUBJECT:**

A Resolution Finding the 2020 One Grand Junction Comprehensive Plan Together with the 3-Mile Plan Map Serves as the City's 3-Mile Plan and its Annual Update

**RECOMMENDATION:**

Staff recommends the City Council adopt the resolution.

**EXECUTIVE SUMMARY:**

Colorado law (C.R.S. 31-12-101, et. seq.) provides among other things, that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. The law also requires that prior to completion of any annexation within the three-mile area that the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. According to the law such plan shall be updated at least once annually.

Since 1996, the City's master plans, including the Growth Plan adopted in 1996 and the 2010 Comprehensive Plan that replaced the Growth Plan, and the 2020 One Grand Junction Comprehensive Plan that replaced the 2010 Comprehensive Plan, have historically been considered and found to be the City's Municipal Three-Mile Plan. These master plans describe the proposed character, extent and location of land uses and infrastructure preparation as required for a three-mile plan by State law. The proposed resolution reaffirms that the City's current Comprehensive Plan is the City's Municipal Three-Mile Plan and with the adoption of the 2023 map, satisfies the statutory requirement of the annual update.

**BACKGROUND OR DETAILED INFORMATION:**

Colorado law (C.R.S. §31-12-101, et. seq) provides, among other things, that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from the limits of the current municipal boundary in any one year. The law also requires that, before completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. According to the law, such a plan shall be updated at least once annually.

The law does not expressly establish whether the entire three-mile boundary area or just the area of the annexation is to be planned by the three-mile plan. However, and as is the case in Grand Junction because the City’s master planning includes consideration of annexation policies, the elements of a three-mile plan are incorporated in the City’s Comprehensive Plan. As such and pursuant to C.R.S. §31.12.101, et seq, the City recognizes the 2020 One Grand Junction Comprehensive Plan and its Urban Development Boundary as the City’s Three-Mile Plan.

The City’s master planning began with the 1996 Growth Plan. Prior to that the City adopted an annual Municipal Annexation Plan that served as the City’s Three-Mile Plan. In 1998, the City and County executed the Persigo Agreement that determined, amongst other things, when and where the City would annex. In 2007, a 30-month planning effort culminated with the adoption of the Grand Junction Comprehensive Plan, on February 7, 2010, by Ordinance 4406, replacing the 1996 Growth Plan. Among other things, the Comprehensive Plan established the Urban Development Boundary (UDB) which sets the eventual boundary of the City. On December 15, 2020, City Council adopted the 2020 One Grand Junction Comprehensive Plan replacing the 2010 Grand Junction Comprehensive Plan. The UDB currently does not extend beyond three miles from any existing boundary of the City.

The 2010 Comprehensive Plan was jointly adopted by the City of Grand Junction and Mesa County creating intergovernmental collaboration and a unified vision between the City and County for growth in the Grand Junction area. This intergovernmental collaboration continued with the 2020 One Grand Junction Comprehensive Plan when Mesa County adopted on February 17, 2021, the Land Use Map and Plan found in Chapter 3 of the 2020 One Grand Junction Comprehensive Plan. The City’s Comprehensive Plan provides the framework for annexation and development, including defining and describing growth and development goals and policies, which include but are not limited to the boundary of the City and how and where urban utilities, infrastructure, and facilities will extend. Having Mesa County as a planning partner for the 2010 Comprehensive Plan provided a wider breadth of stakeholders and community participants and a unified approach establishing the Urban Development Boundary (UDB), where annexation can occur. The UDB established in the 2010 Comprehensive Plan saw only minor changes, mostly reducing the size of the boundary in the 2020 Comprehensive Plan.

The Comprehensive Plan promotes the community’s vision, goals, objectives, and

policies; it establishes a process for orderly growth and development; addresses both current and long-term needs; and provides for a balance between the natural and built environment. These are elements acknowledged by the Colorado law and good public policy.

The Comprehensive Plan was developed with an understanding of the need to maximize the efficiency and effectiveness of development, to preserve agricultural lands outside the UDB and to increase densities and development intensity within. To that end, the Comprehensive Plan includes a Land Use Map that designates the future land uses within the UDB.

The Comprehensive Plan, through the application of its goals and policies, the appendices, and supporting documentation all describe the City's intent regarding the provision of infrastructure, transportation, utilities, and other services to and within any annexed property within the planning area/UDB. The Comprehensive Plan describes the proposed character, extent and location of land uses and infrastructure preparation. These have been consistent since the adoption of the Comprehensive Plan.

The proposed resolution reaffirms the Comprehensive Plan as the City's Municipal Three-Mile Plan while the Three-Mile Plan Map satisfies the annual update requirements of C.R.S. 31-12-101 et. seq. and all applicable law.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 07-23, a Resolution reaffirming the City's Comprehensive Plan as the Grand Junction Municipal 3-Mile Plan and adopting the Grand Junction Municipal 3-Mile Plan Map as the 2023 annual update of the 3-Mile Plan, satisfying the requirements of C.R.S. 31-12-101 et. seq. and all applicable law.

**Attachments**

1. RES-2023 Three Mile Plan 122722



RESOLUTION NO. \_\_\_\_-23

**A RESOLUTION FINDING THAT THE CITY'S COMPREHENSIVE PLAN SERVES AS THE ANNUAL THREE MILE PLAN FOR THE CITY OF GRAND JUNCTION**

RECITALS.

Colorado law, C.R.S. §31-12-101 *et. seq.*, provides, among other things, that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from the limits of the current municipal boundary in any one year. The law also requires that, before completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. According to the law, such a plan shall be updated at least once annually.

The law does not expressly establish whether the entire three-mile boundary area or just the area of the annexation is to be planned by the three-mile plan; however, and as is the case in Grand Junction because the City's master planning includes consideration of annexation policies, the elements of a three-mile plan are incorporated in the City's Comprehensive Plan. As such, and pursuant to C.R.S. §31-12-101 *et. seq.*, by and with this Resolution the City recognizes the *2020 One Grand Junction Comprehensive Plan* and its Urban Development Boundary as the City's Three-Mile Plan.

The City's master planning began with the 1996 Growth Plan, prior to that the City adopted an annual Municipal Annexation Plan that served as the City's Three-Mile Plan. In 1998 the City and County executed the Persigo Agreement that determined, among other things, when and where the City would annex. In 2007 a 30-month planning effort culminated with the adoption of the Grand Junction Comprehensive Plan, on February 7, 2010, with Ordinance 4406 replacing the 1996 Growth Plan. On December 16, 2020, the City Council adopted with Ordinance 4971 the 2020 One Grand Junction Comprehensive Plan (*Comprehensive Plan*) replacing the 2010 Grand Junction Comprehensive Plan. Among other things the 2020 Comprehensive Plan establishes the Urban Development Boundary (UDB) which determines the eventual boundary of the City principally by and with the provision of sewer service as described by the Persigo Agreement. The UDB currently does not extend beyond three miles from any existing boundary of the City.

On February 17, 2021, Mesa County adopted the Land Use Map and Plan found in Chapter 3 of the *Comprehensive Plan*. The *Comprehensive Plan* provides the framework for annexation and development, including defining and describing growth and development goals and policies, which include, but are not limited to, the boundary of the

City, and how and where urban utilities, infrastructure and facilities will extend. Mesa County's adoption of the Land Use Plan provided a wider breadth of stakeholders and community participants and a unified approach which confirmed the UDB, and the City's annexation plans and practices.

The *Comprehensive Plan* promotes the community's vision, goals, objectives, and policies; it establishes a process for orderly growth and development; addresses both current and long-term needs and provides for a balance between the natural and built environment, all as presumed by the law and good public policy.

The *Comprehensive Plan* was developed with an understanding of the need to maximize the efficiency and effectiveness of development, to preserve agricultural lands outside the UDB and to increase densities and development intensity within. To that end, the *Comprehensive Plan* Land Use Map designates the future land uses within the UDB.

Furthermore, the *Comprehensive Plan*, through the application of its Goal and Policies, the appendices and supporting documentation describe the City's intent regarding the provision of infrastructure, transportation, utilities, and other services to and within any annexed property within the UDB/planning area. The *Comprehensive Plan* describes the proposed character, extent and location of land uses and infrastructure preparation, which have been consistent since the adoption, and accordingly the three-mile plan is considered and found, as allowed by law, to be a part of the *Comprehensive Plan*.

By and with the adoption of this Resolution the City Council finds the *Comprehensive Plan* together with and as amended by the attached annual update, *2023 Grand Junction Municipal 3-Mile Plan Map* (Exhibit A), satisfies the requirements of C.R.S. 31-12-101 *et. seq.* and all applicable law.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Grand Junction:

That the *Comprehensive Plan* as adopted and amended by and with Exhibit A, together with the foregoing Recitals, is and shall be deemed to serve as the Three-Mile plan for the City of Grand Junction and that Exhibit A is and serves as the annual update as required by law.

PASSED AND ADOPTED this 4<sup>th</sup> day of January 2023.

---

Anna M. Stout  
President of the City Council

ATTEST:

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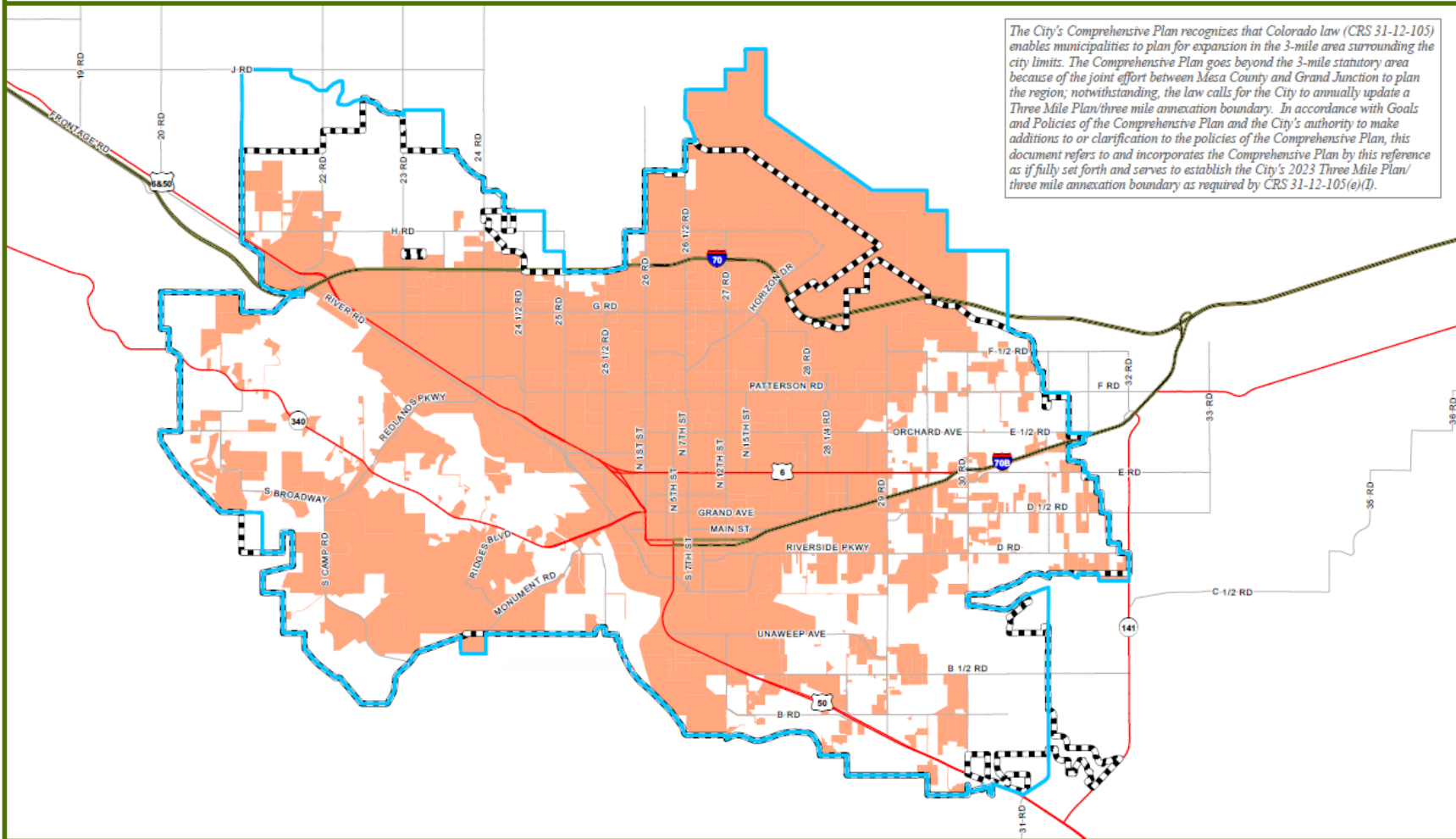
Amy Phillips  
City Clerk

DRAFT

# Exhibit A

## 2023 ANNUAL GRAND JUNCTION MUNICIPAL 3 MILE PLAN

The City's Comprehensive Plan recognizes that Colorado law (CRS 31-12-105) enables municipalities to plan for expansion in the 3-mile area surrounding the city limits. The Comprehensive Plan goes beyond the 3-mile statutory area because of the joint effort between Mesa County and Grand Junction to plan the region; notwithstanding, the law calls for the City to annually update a Three Mile Plan/three mile annexation boundary. In accordance with Goals and Policies of the Comprehensive Plan and the City's authority to make additions to or clarification to the policies of the Comprehensive Plan, this document refers to and incorporates the Comprehensive Plan by this reference as if fully set forth and serves to establish the City's 2023 Three Mile Plan/ three mile annexation boundary as required by CRS 31-12-105(e)(1).



▭ Comprehensive Plan UDB / 3-Mile Plan   
  201 Boundary   
  City Limits on Dec 31, 2022

Date Created: 12/22/2022



**Grand Junction City Council**

**Regular Session**

**Item #5.f.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Nicole Galehouse, Principal Planner  
**Department:** Community Development  
**Submitted By:** Nicole Galehouse, Principal Planner

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**Information**

**SUBJECT:**

A Resolution Vacating Two Portions of a Multipurpose Easement Located on a 2.26 Acre Parcel Located at the Eastern Side of Brookwillow Loop between Orion Way and Wolcott Avenue

**RECOMMENDATION:**

The Planning Commission heard the zoning request at its December 13, 2022, meeting and voted (6 to 0) to recommend conditional approval of the request.

**EXECUTIVE SUMMARY:**

The Applicant, PXP1 Brookwillow, LLC, is requesting the vacation of two portions of a multipurpose easement located on the eastern side of Brookwillow Loop between Orion Way and Wolcott Avenue. The subject portions of the multipurpose easement are adjacent north and south to the portion of right-of-way that is being considered for vacation separately (VAC-2022-673). The vacation area contains approximately 1,332 square feet of land.

The subject property is part of the Brookwillow Subdivision. The applicant is in the process of site plan approval for a multifamily development on the property to the east of the requested right-of-way vacation. During the review, it was determined that a right-of-way vacation for Brookwillow Drive would allow the project to better utilize the space for the project and would eliminate the City's responsibility for maintenance of a driveway to a private development. If the right-of-way is vacated, the multipurpose easements are no longer necessary and vacating them allows more flexibility in the site design.

**BACKGROUND OR DETAILED INFORMATION:**

## **BACKGROUND**

The subject vacation area of 1,332 square feet is located approximately 1,100 feet east of 24 ½ Road on the eastern side of Brookwillow Loop between Orion Way & Wolcott Avenue. The multipurpose easement was dedicated in 2006 as part of the Brookwillow Village Planned Unit Development plat. When right-of-way is dedicated, it is standard practice that multipurpose easements are also included on the plat.

The proposed vacated area will be incorporated into the overall site design. The Applicant has requested to vacate the right-of-way (VAC-2022-673, under separate consideration) and abutting multipurpose easements to allow for the subject area to function as a driveway into the multifamily site and to allow for additional parking. If the request to vacate the right-of-way is granted, the subsequent vacation of the associated multipurpose easements will allow additional flexibility towards this purpose.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting is not required for a vacation of easement request. However, one was held on November 7, 2022, at Appleton Elementary for the associated right-of-way vacation request, at which the easement vacation was also discussed. There were four attendees from the public in addition to the applicant, one of their staff, and City staff. Neighbors were unopposed to the vacation of the right-of-way but expressed concern about there being inadequate parking in the area.

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 October 3, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on December 2, 2022. The notice of this public hearing was published December 6, 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 1,332 square feet of two portions of an existing multipurpose easement does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. Vacation of these portions of the easement will have no impact on public facilities or services provided to the general public since they were only intended to accompany the associated right-of-way, which the applicant has also requested to vacate.

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 two portions of the multipurpose easement is not needed to provide access to the subject or any other property. Multipurpose easements are generally established to provide space for underground utilities and landscaping, not access. 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. 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. The site plan review is complete and has identified adequate public facilities and services for the development. 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 portions of an easement that are not necessary for any existing or proposed utilities. Approval of this request will allow for the applicant to

provide additional on-site parking for the multifamily development. Input received from neighbors of the project primarily surrounded the issue of insufficient parking in the area. While parking is allowed in the easements, vacating them removes any encumbrances on the land, such as potentially having to repair or replace any broken pavement if a utility were to utilize the space. The ability to add parking over the minimum requirement on this particular site will serve the overall Brookwillow Village community by reducing any potential strain that could be added to on-street parking in the neighborhood. As such, Staff finds that this criterion has been met.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Brookwillow Village F6 – Easement Vacation, VAC-2022-674, located on a 2.26-acre parcel located at the eastern side of Brookwillow Loop, between Orion Way and Wolcott Avenue, 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.

Therefore, Planning Commission recommends approval of the requested vacation with the following condition:

1. Vacation of the Brookwillow Drive right-of-way per Section 21.02.100 of the Grand Junction Municipal Code.

**FISCAL IMPACT:**

There is no direct fiscal impact from this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 08-23, a resolution concerning the vacation of two portions of a multipurpose easement located on a 2.26-acre parcel located at the eastern side of Brookwillow Loop, between Orion Way and Wolcott Avenue, with the findings of fact and condition described in the staff report.

**Attachments**

1. BWV F6 Esmt Vacation Dev Application
2. Site Location, Aerial, Land Use, Zoning, Esmt Exh
3. Draft BWV F6 Vacation Resolution
4. Planning Commission Minutes - 2022 - December 13 - Draft



## 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="24 1/2 Road &amp; Brookwillow Loop"/>	Site Acreage: <input type="text" value="2.5"/>
Site Tax No(s): <input type="text" value="2945-041-95-100 &amp; 2945-041-34-000"/>	Site Zoning: <input type="text" value="R-16"/>
Project Description: <input type="text"/>	

**Property Owner Information**

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

**Applicant Information**

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

**Representative Information**

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

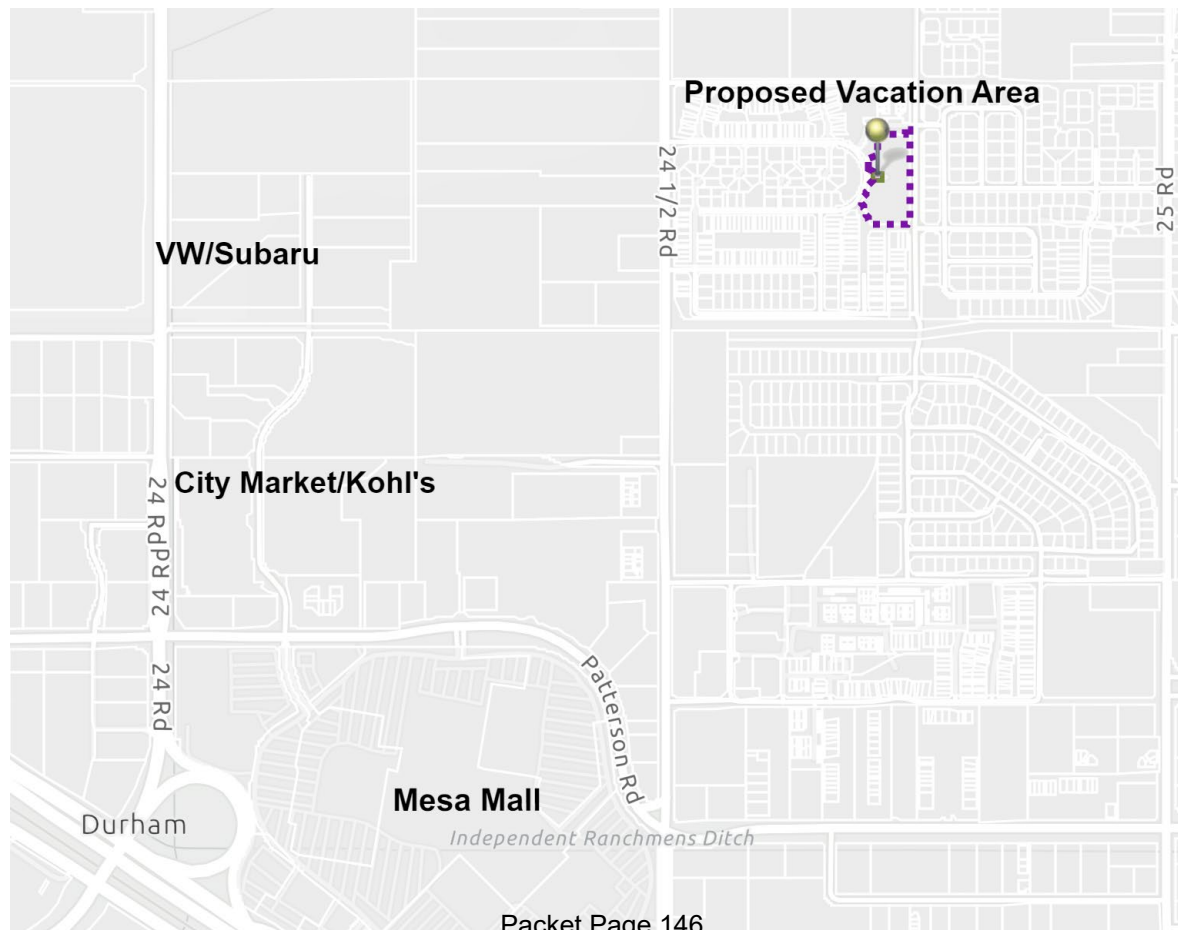
Contact Phone #:

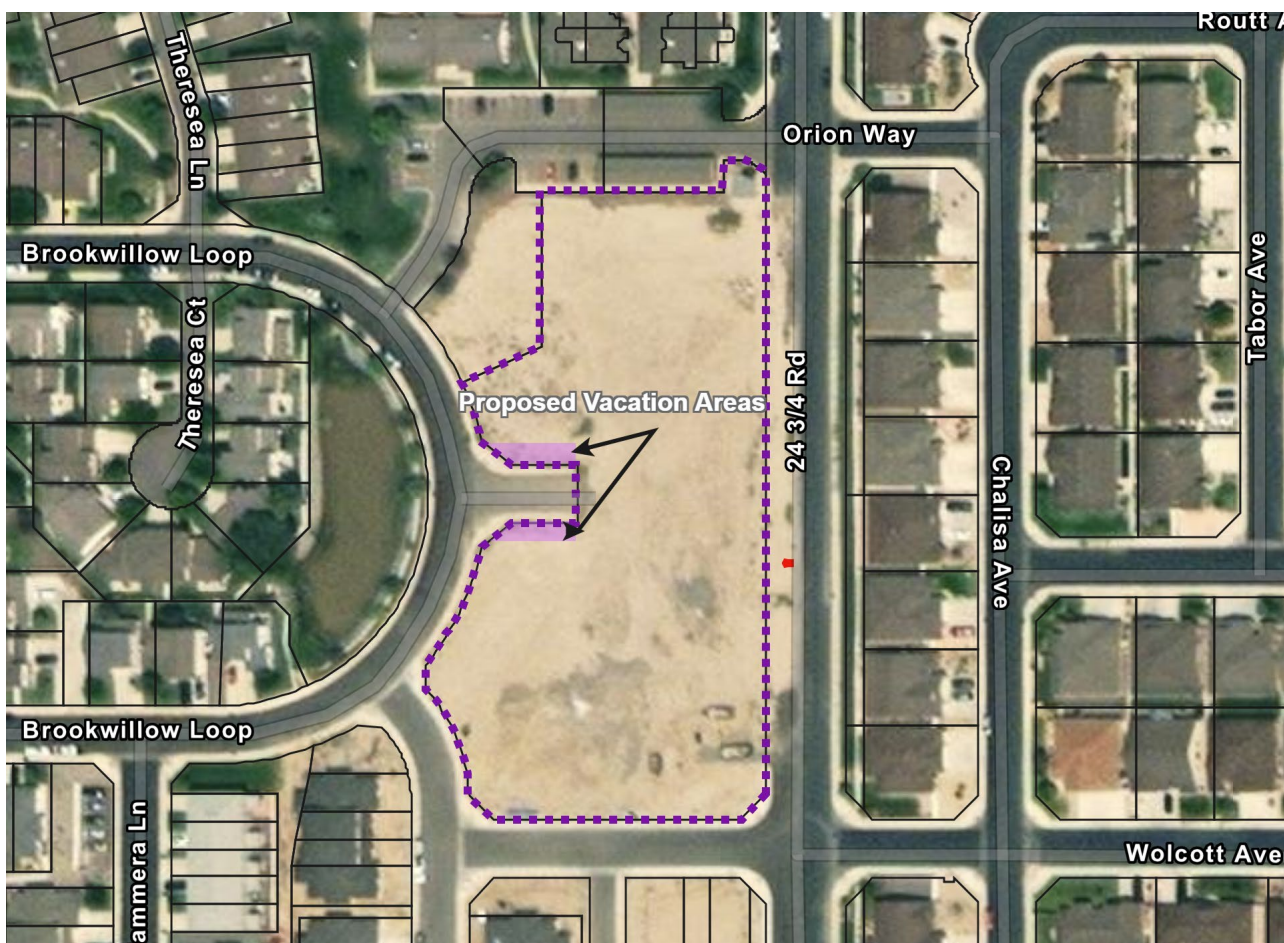
**NOTE: Legal property owner is owner of record on date of submittal.**

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

Signature of Person Completing the Application <input type="text" value="Kim Kerk"/>	Date <input type="text"/>
Signature of Legal Property Owner <input type="text" value="Darin Carei"/>	Date <input type="text" value="8/30/22"/>

# Site Location Map

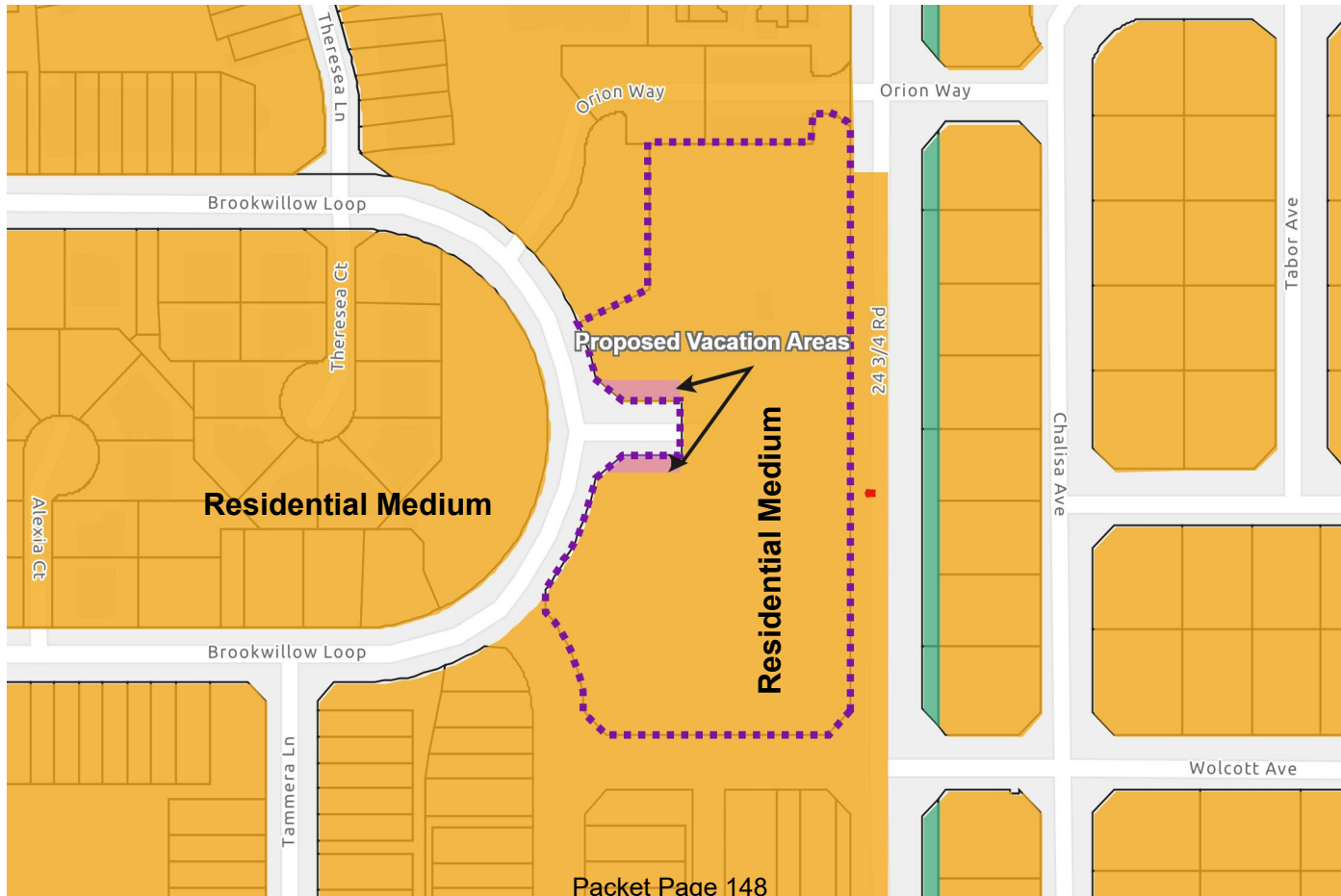




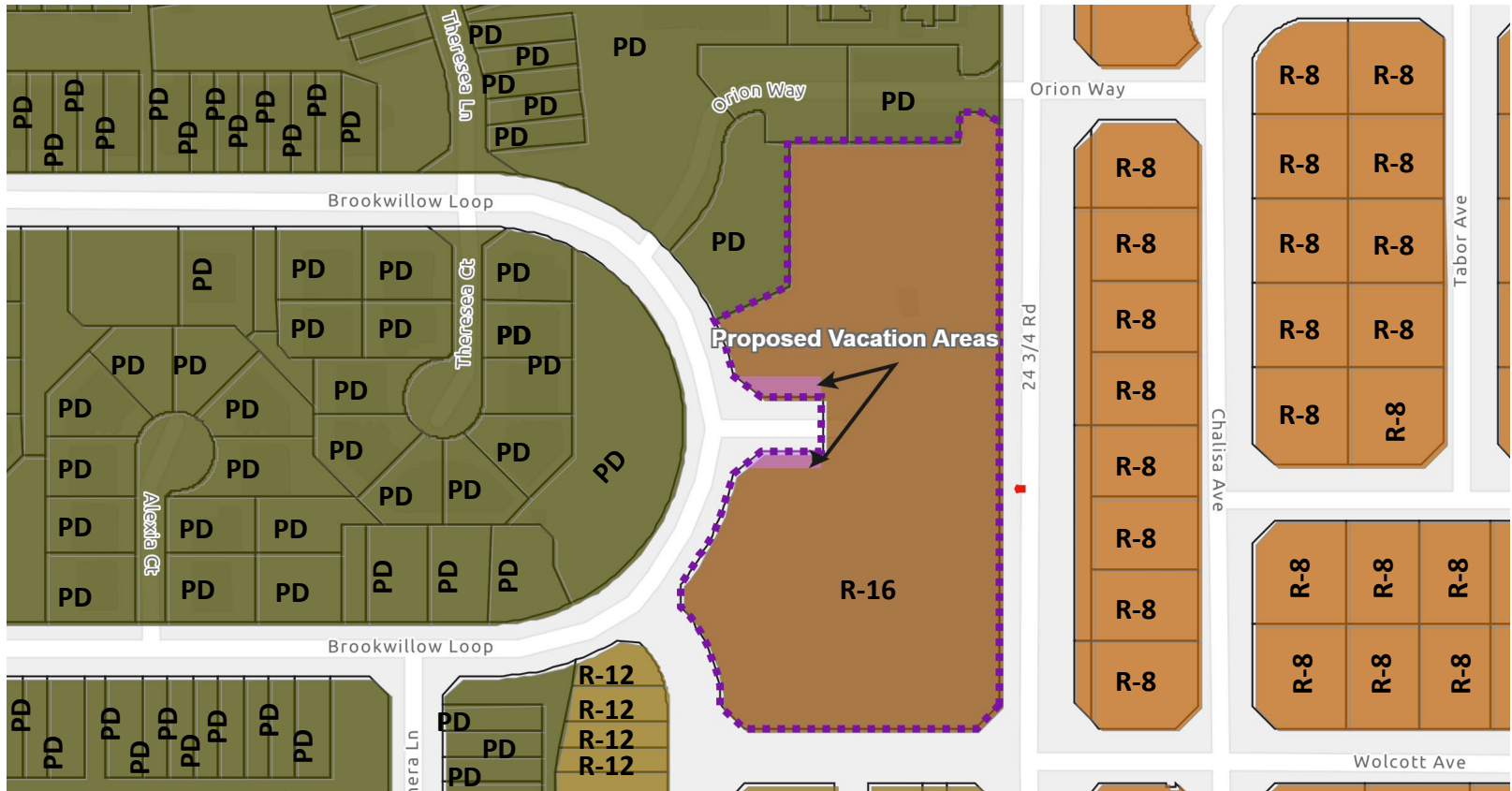
# Aerial Photo Map

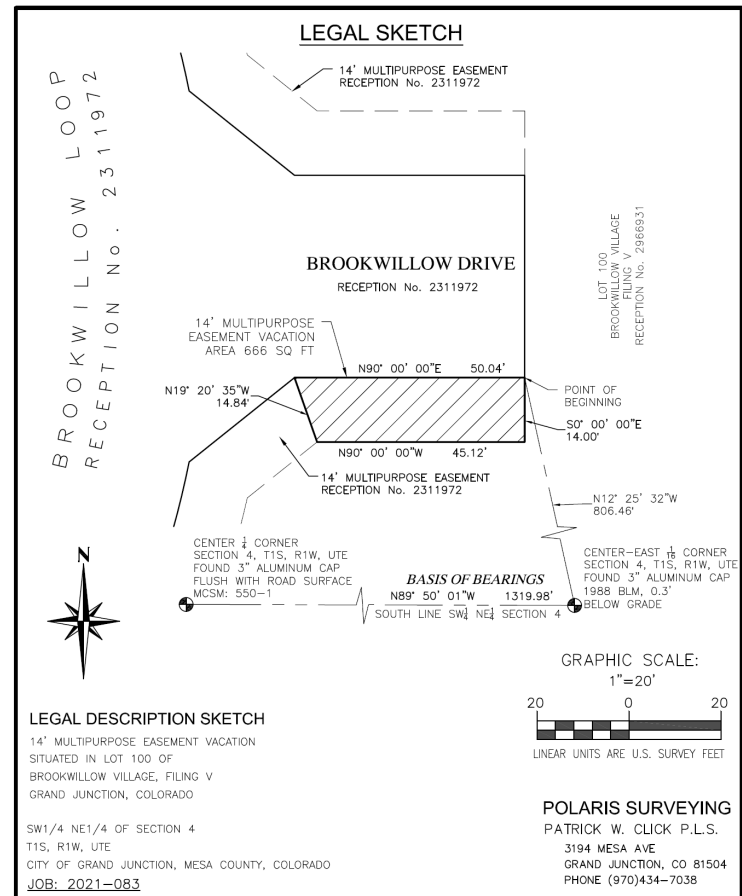
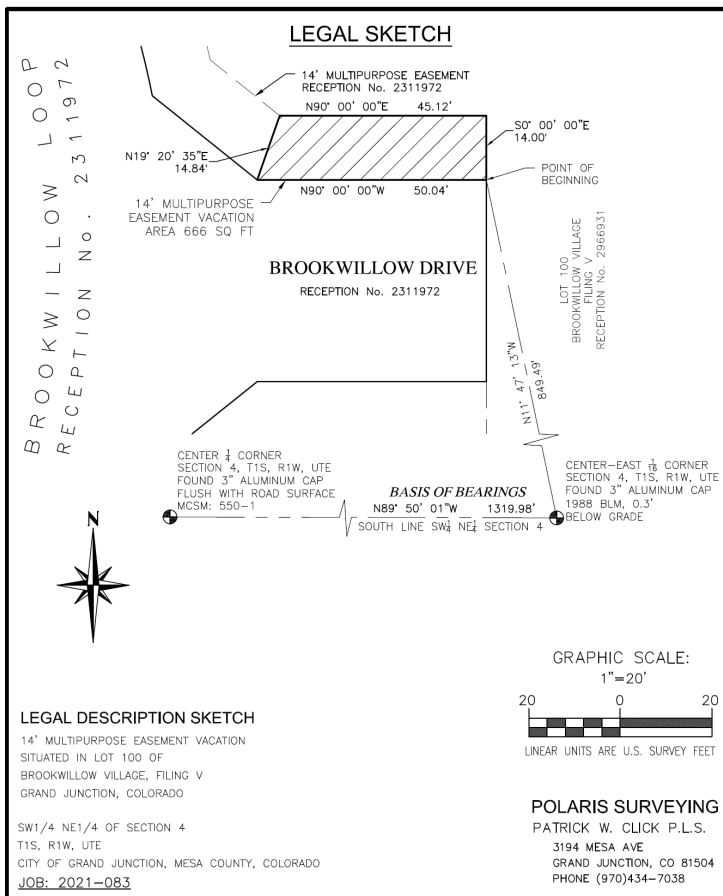
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# Future Land Use Map



# Zoning Map





# Easement Vacation Areas

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.**

**A RESOLUTION VACATING PORTIONS OF A MULTIPURPOSE EASEMENT  
THAT CONTAINS 0.03 ACRES AS DEDICATED TO THE PUBLIC ON THE  
BROOKWILLOW VILLAGE SUBDIVISION PLAT BY RECEPTION NUMBER 2311972**

**LOCATED SOUTH OF ORION WAY, EAST OF BROOKWILLOW LOOP, AND  
NORTH OF WOLCOTT AVENUE**

**RECITALS:**

Vacation of two portions of a multipurpose easement has been requested by PXP1 Brookwillow, LLC, Darin Carei, for development on property located on Brookwillow Loop, south of Orion Way and north of Wolcott Avenue. The existing multipurpose easement on the property was conveyed in 2006 to the City of Grand Junction on the subdivision plat for Brookwillow Village, reception number 2311972.

As part of the site plan development planned for parcel 2945-041-95-100, the applicant has requested to vacate the Brookwillow Drive right-of-way (by separate instrument). The portions of the multipurpose easement requested to be vacated are accessory to the Brookwillow Drive right-of-way and are no longer necessary should it cease to exist.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of conditional approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate portions of a multipurpose easement as recorded in Mesa County Records, Reception No. 2311972 is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

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

The following described portions of a publicly dedicated multipurpose easement are hereby vacated upon the listed condition being met:

1. Vacation of the Brookwillow Drive right-of-way per Section 21.02.100 of the Grand Junction Municipal Code.

A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

Beginning at a point on the East end of the North Right of Way of Brookwillow Drive as shown on the Plat of Brookwillow Village Planned Unit Development as recorded at Reception Number 2311972 of the Mesa County Records, said point being an angle point on Lot 100 of Brookwillow Village Filing V as recorded at Reception Number 2966931 of the Mesa County Records;

thence S90°00'00"W along the said North Right of Way Line a distance of 50.04 feet;

thence N19°20'35"E a distance of 14.84 feet to an angle point on a 14' Multipurpose Easement as shown on the Plat of said Brookwillow Village Planned Unit Development;

thence along said 14' Multipurpose Easement N90°00'00"E a distance 45.12 feet;

thence continuing along said 14' Multipurpose Easement S0°00'00"E a distance of 14.00 feet to the Point of Beginning.

Said tract of land contains 666 square feet as described.

See Exhibit A.

AND

A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

Beginning at a point on the East end of the South Right of Way of Brookwillow Drive as shown on the Plat of Brookwillow Village Planned Unit Development as recorded at Reception Number 2311972 of the Mesa County Records, said point being an angle point on Lot 100 of Brookwillow Village Filing V as recorded at Reception Number 2966931;

thence S0°00'00"E along the East end of a 14' Multipurpose Easement as shown on the Plat of said Brookwillow Village Planned Unit Development a distance of 14.00 feet;

thence S90°00'00"W along the South line of said 14' Multipurpose Easement a distance of 45.12 feet;

thence N19°20'35"W distance of 14.84 feet to an angle point on the South Right of Way of said Brookwillow Drive;

thence N90°00'00"E along said South Line a distance of 50.04 feet to the Point of Beginning.

Said tract of land contains 666 square feet as described.

See Exhibit B.



PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

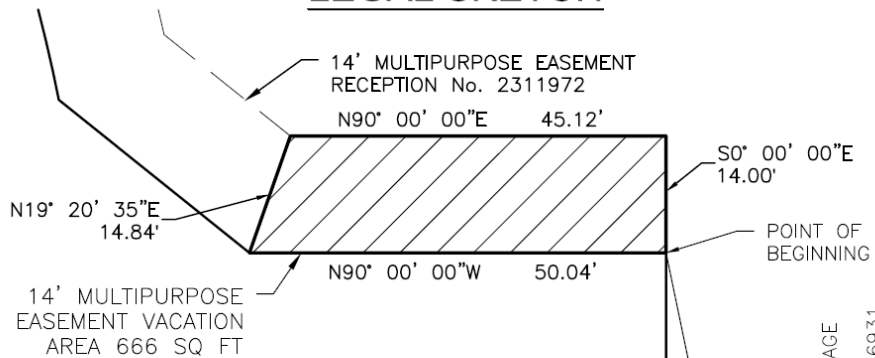
\_\_\_\_\_  
President of City Council

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

**EXHIBIT A**

**LEGAL SKETCH**

BROOKWILLOW LOOP  
RECEPTION No. 2311972



**BROOKWILLOW DRIVE**  
RECEPTION No. 2311972

LOT 100  
BROOKWILLOW VILLAGE  
FILING V  
RECEPTION No. 2966931

CENTER  $\frac{1}{4}$  CORNER  
SECTION 4, T1S, R1W, UTE  
FOUND 3" ALUMINUM CAP  
FLUSH WITH ROAD SURFACE  
MCSM: 550-1

**BASIS OF BEARINGS**  
N89° 50' 01"W 1319.98'  
SOUTH LINE SW $\frac{1}{4}$  NE $\frac{1}{4}$  SECTION 4

CENTER-EAST  $\frac{1}{16}$  CORNER  
SECTION 4, T1S, R1W, UTE  
FOUND 3" ALUMINUM CAP  
1988 BLM, 0.3'  
BELOW GRADE

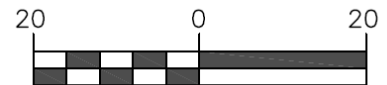


**LEGAL DESCRIPTION SKETCH**

14' MULTIPURPOSE EASEMENT VACATION  
SITUATED IN LOT 100 OF  
BROOKWILLOW VILLAGE, FILING V  
GRAND JUNCTION, COLORADO

SW $\frac{1}{4}$  NE $\frac{1}{4}$  OF SECTION 4  
T1S, R1W, UTE  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO  
JOB: 2021-083

GRAPHIC SCALE:  
1"=20'



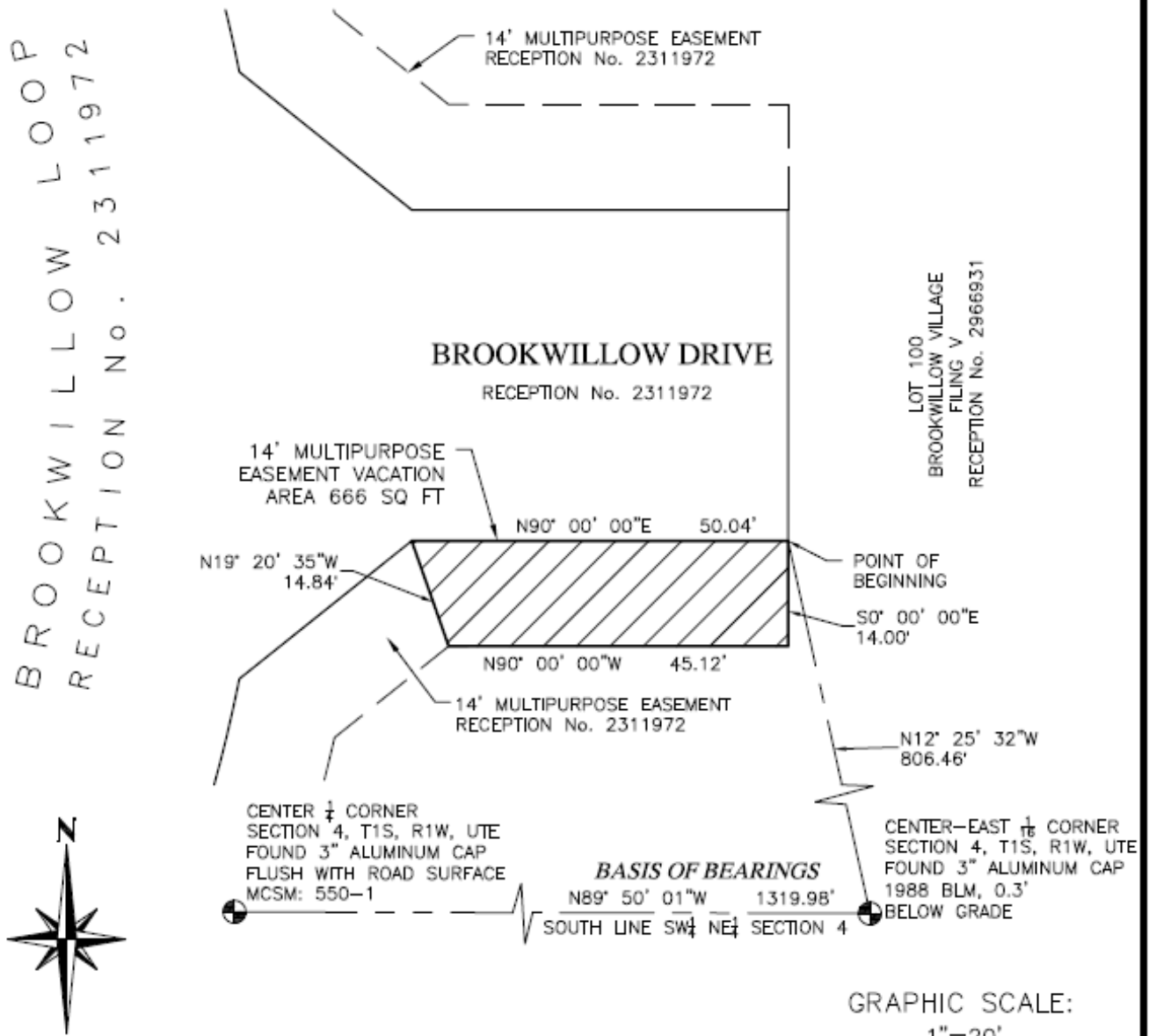
LINEAR UNITS ARE U.S. SURVEY FEET

**POLARIS SURVEYING**

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

**EXHIBIT B**

**LEGAL SKETCH**



**LEGAL DESCRIPTION SKETCH**

14' MULTIPURPOSE EASEMENT VACATION  
SITUATED IN LOT 100 OF  
BROOKWILLOW VILLAGE, FILING V  
GRAND JUNCTION, COLORADO

SW1/4 NE1/4 OF SECTION 4  
T1S, R1W, UTE  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO  
JOB: 2021-083

**POLARIS SURVEYING**

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

**GRAND JUNCTION PLANNING COMMISSION**  
**December 13, 2022, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:33 p.m. by Commissioner Ehlers.

Those present were Planning Commissioners; Keith Ehlers, Kimberly Herek, Sandra Weckerly, Shanon Secrest, JB Phillips, and Melanie Duyvejonck.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Dave Thornton (Principal Planner), Nicole Galehouse (Principal Planner) and Jacob Kaplan (Planning Technician).

There were 11 members of the public in attendance, and 2 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

Minutes of Previous Meeting(s) from November 8th, 2022.

**2. Brookwillow Village Filing Six-Vacation of Public ROW **VAC-2022-673****

Consider a request by Senergy Builders, Darin Carei, to vacate a portion of Brookwillow Drive Right of Way totaling 660 square feet in a PD (Planned Development) zone district.

**3. Brookwillow Village Filing Six-Vacation of Easement **VAC-2022-674****

Consider a request by Senergy Builders, Darin Carei, to vacate two sections of multi-purpose easement paralleling Brookwillow Drive totaling 1332 square feet in a PD (Planned Development) zone district.

**4. Horizon Cache-Vacation of Slope Easement **VAC-2022-771****

Consider a request by Bray Commercial LLC - Sid Squirrell to vacate a slope easement on 2.4634 acres in a C-1 (Light Commercial) zone district.

**REGULAR AGENDA**

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**1. Grand Valley Estates Annexation **ANX-2022-478****

Consider a request by Grand Junction Venture LLC to zone 17.42 acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) located at the northeast corner of 31 Rd and E ½ Rd.

**Discussion**

Nicole Galehouse, Principal Planner, noted a discrepancy in the proposed zoning between the agendized item and the mailed notices. She proposed continuing the item to the next public hearing.

**Motion and Vote**

Commissioner Duyvejonck made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at the northeast corner of 31 Rd and E ½ Rd, City file number ANX-2022-478, I move that the Planning Commission reschedule the item to the next public hearing.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**2. Lucky You Rezone RZN-2022-**

**570**

Consider a request by Lucky You Properties, LLC, to rezone 2.11 acres from PD (Planned Development) to C-1 (Light Commercial) located at 2992 Patterson Road.

**Staff Presentation**

Nicole Galehouse, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Tom Logue was present and available for questions

**Questions for staff**

Commissioner Ehlers asked if the site conforms to the C-1 zone.

**Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, December 6, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

*The public hearing was closed at 5:50 p.m. on December 13, 2022*

**Discussion**

**Motion and Vote**

Commissioner Secrest made the following motion “Mr. Chairman, on the Rezone request for the property located at 2992 Patterson Road, City file number RZN-2022-570, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**3. Zoning & Development Code Amendment-Landscaping Standards ZCA-2022-170**

Consider an amendment to the Zoning and Development Code Section 21.06.040 Landscape, Buffering, and Screening Standards; Section 21.10.020 Terms Defined; Section 21.03.030 Measurements; Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table; and Section 21.04.030 Use-Specific Standards of the Grand Junction Municipal Code.

**Staff Presentation**

Felix Landry, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for staff**

Commissioner Duyvejonck inquired about the specific requirements for developers seeking to obtain irrigation certification.

Commissioner Weckerly asked what language specifically would be changing with adoption of the proposed code amendment.

Commissioner Ehlers argued that the proposed amendment did not completely align with the goals of the Comprehensive Plan. He asked if there were any code requirements for the location of trees in the city. He inquired about how significant trees would impact private homeowners wanting to develop on their property. He asked if the significant trees are specifically required when designing a landscape plan. He remarked on the potential inequity that preserving significant trees posed for developers and wondered if the punitive measures of the amendment should be removed.

Commissioner Secret gave an example of preserving significant trees having a potentially adverse impact on the value of a property, and how landowners might be incentivized to clearcut in order to maximize the space available to a developer. He inquired as to who were the most vocal stakeholders in discussions about the proposed amendment.

Staff responded to commissioner questions and comments.

### **Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, December 6, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Kamie Long commented that these significant trees mainly grow in high-water areas which are typically seen as undesirable for development. She argued that the ordinance was equitable because there would be a measurable metric instead of evaluating each site on a case-by-case basis.

Kelly Maves argued that the canopy exists because of development. She requested that the commission remove the language on significant trees from the proposed amendment.

Don Pedigro remarked on the increased cost incurred by developers if they need to work around the significant trees.

Ron Abeloe added to the comments about development being the dominant driver of canopy creation in the Valley. He also argued that Cottonwoods were not worth consideration because they require too much water to maintain.

Greg Dahl echoed the concerns about increased cost of development. He commented that there should be incentives for developers who choose to preserve trees.

Kamie Long spoke again on behalf of the Forestry Board and addressed some of the comments made by the other attendants.

*The public hearing was closed at 7:22 p.m. on December 13, 2022*

## **Discussion**

Staff spoke about the existing incentives for developers who choose to preserve significant trees and noted that the existing regulations protect significant trees, but it is up to the discretion of the Community Development director.

Commissioner Weckerly reiterated that the strike and underline of the existing code was unclear as to the actual proposals of this amendment. She added that the significant tree proposal might be especially detrimental to development in areas with limited water availability and would be counterintuitive to water conservation efforts.

Commissioner Herek voiced her support for keeping the language about significant trees in the amendment.

Commissioner Phillips commented that it would be good to identify who was speaking on behalf of the city prior to opening a public hearing. He wondered if the significant trees would hamper development and who should incur the costs of preserving trees.

Commissioner Duyvejonck argued in favor of preserving existing mature trees and that there should be costs and permits in order to remove trees from a site.

Commissioner Secrest outlined the reasons he both supported and was opposed to the amendment.

Commissioner Ehlers spoke briefly on his own desire to maintain tree canopy. He further argued his opposition to penalties against developers who are removing trees to maximize habitable space.

## **Motion and Vote**

Commissioner Weckerly made the following motion "Mr. Chairman, on the request to amend the Zoning and Development Code Section 21.06.040 Landscape, buffering, and screening standards and related sections of the Grand Junction Municipal Code, file number ZCA-2022-170, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report, with the elimination of all reference to the proposed significant trees language."

*Commissioner Ehlers seconded; motion failed 1-5.*

Commissioner Duyvejonck made the following motion “Mr. Chairman, On the request to amend the Zoning and Development Code Section 21.06.040 Landscape, buffering, and screening standards and related sections of the Grand Junction Municipal Code, file number ZCA-2022-170, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

*Commissioner Herek seconded; motion failed 3-3.*

## **OTHER BUSINESS**

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## **ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting; Commissioner Ehlers seconded.  
*The vote to adjourn was 7-0.*

The meeting adjourned at 8:12 p.m.

DRAFT





**Grand Junction City Council**

**Regular Session**

**Item #5.g.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Janet Harrell

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**Information**

**SUBJECT:**

A Resolution Declaring a Vacancy in City Council District A and Authorizing an Election to Fill the Unexpired Term at the City of Grand Junction Regular Municipal Election on April 4, 2023

**RECOMMENDATION:**

Staff recommends adoption of the resolution.

**EXECUTIVE SUMMARY:**

By and with this resolution the City Council declares the District A seat to be vacant and a successor to Councilmember Taggart shall be chosen at the April 4, 2023 Municipal Election.

**BACKGROUND OR DETAILED INFORMATION:**

Due to the resignation of Councilmember Taggart on December 16, 2022, City Council District A is vacant.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 09-23, a resolution declaring a vacancy in City Council District A and authorizing an election to fill the unexpired term at the City of Grand Junction Regular Municipal Election on April 4, 2023.

**Attachments**

1. RES-District A Vacancy 122722



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_-23**

**A RESOLUTION DECLARING A VACANCY IN CITY COUNCIL DISTRICT A AND AUTHORIZING AN ELECTION TO FILL THE UNEXPIRED TERM AT THE CITY OF GRAND JUNCTION REGULAR MUNICIPAL ELECTION ON APRIL 4, 2023**

RECITALS.

Pursuant to City Charter §3, the regular election for the City of Grand Junction is to be held every second year on the first Tuesday after the first Monday in April. The next scheduled election is April 4, 2023. At that election an At-Large and the District B and C City Council terms that end in May 2023 will be voted on by City electors.

Due to the resignation of Councilmember Taggart on December 16, 2022, City Council District A is vacant and by and with this Resolution the City Council declares the District A seat to be vacant and that the City Clerk shall make nomination petitions available, and that pursuant to City Charter §37 a successor to Councilmember Taggart shall be chosen at the April 4, 2023, election to fill the District A unexpired term. That term shall begin at 10 A.M. on May 1, 2023, and end at 10 A.M. on May 5, 2025, following the April 8, 2025, election, and the qualification of the successor.

Any further action that is necessary or required to effectuate the April 4, 2023, election shall be by subsequent Resolution of the City Council.

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

The Regular Municipal Election for the City of Grand Junction is scheduled for April 4, 2023, and will, for the purposes of filling the present vacancy in City Council District A, include the confirmed nominee(s) for District A on the ballot.

The City Clerk is hereby authorized and directed to take whatever action is necessary or required to carry out this Resolution and to conduct said election to fill the District A vacancy.

Approved this 4<sup>th</sup> day of January 2023.

ATTEST:

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Amy Phillips  
City Clerk

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Anna M. Stout  
President of the Council



## Grand Junction City Council

### Regular Session

Item #5.h.

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**Meeting Date:** January 4, 2023

**Presented By:** Amy Phillips, City Clerk

**Department:** City Clerk

**Submitted By:** Janet Harrell

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### Information

#### **SUBJECT:**

A Resolution Confirming the Appointments of City Councilmembers to Fill Vacancies on City Boards and Commissions Created by the Resignation of City Councilmember Taggart

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution.

#### **EXECUTIVE SUMMARY:**

This item is to confirm the appointments of Councilmembers to Boards and Commission positions vacated by Councilmember Taggart due to his resignation. The Resolution will need to include and confirm a Councilmember to serve on the Grand Junction Regional Airport Authority. Council may add the name to the motion to approve the Consent Agenda or may remove the item for individual discussion/consideration.

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

The City Council assigns its members to serve on a variety of Council appointed Boards, Committees, Commissions, and Authorities, as well as a number of outside organizations. Assignments were discussed at the December 20, 2022 City Council Workshop and this resolution formalizes that discussion.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 10-23, a resolution confirming the appointments of City Councilmembers to fill vacancies on City Boards and Commissions created by the resignation of City Councilmember Taggart.

**Attachments**

1. RES-Taggart Board Vacancies 122722
2. City Council Liaison Assignments Revised Worksheet 2022-2023

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_-23**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY COUNCILMEMBERS  
TO FILL VACANCIES ON CITY BOARD AND COMMISSIONS CREATED BY THE  
RESIGNATION OF CITY COUNCILMEMBER TAGGART**

Recitals:

Through various boards, committees, commissions and organizations the citizens of the City have a longstanding tradition of service to the community. The City Council by and through its creation of many of those boards and its participation thereon and there with is no exception. The City is regularly and genuinely benefitted by the service performed by its boards, committees, commissions, and organizations.

On December 16, 2022, City Councilmember Taggart resigned from City Council following his election to the Colorado General Assembly. Prior to his resignation Councilmember Taggart had been serving on the Grand Junction Regional Airport Authority (GJRAA) Board, the Las Colonias Development Corporation (LCDC) Board and the One Riverfront Board.

With this Resolution the City Council names Councilmember \_\_\_ to the GJRAA Board, Mayor *Pro Tem* Herman to the LCDC Board and Councilmember Pe'a to the One Riverfront Board to fill the current vacancy on each board occasioned by Councilmember Taggart's resignation.

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

The City Council adopts the foregoing Recitals and confirms the appointment of Councilmember \_\_\_ to the Grand Junction Regional Airport Authority Board, Mayor *Pro Tem* Herman to the Las Colonias Development Corporation Board and Councilmember Pe'a to fill the One Riverfront Board until subsequent action by the City Council.

PASSED AND ADOPTED THIS 4<sup>th</sup> of January 2023.

ATTEST:

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Amy Phillips  
City Clerk

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Anna M. Stout  
President of the City Council

## CITY COUNCIL FORMAL ASSIGNMENT WORKSHEET 2022/2023

### External Agencies

Board/Organization	Meeting Day/Time/Place	2022/2023 Assignments
Associated Governments of Northwest Colorado (AGNC)	3rd Wednesday of each month @ 9:00 am different municipalities	Anna Stout
Business Incubator Center	1 <sup>st</sup> Wednesday of each month @ 7:30 am, 2591 Legacy Way	Dennis Simpson
Colorado Municipal League Legislative Liaison	CML Office	Anna Stout
Colorado Water Congress	Meets 3-4 times a year in Denver	Staff Assignment
Downtown Development Authority/Downtown BID	2 <sup>nd</sup> and 4 <sup>th</sup> Thursdays @ 7:30 am @ DDA Offices, 437 Colorado, BID board meets monthly 2 <sup>nd</sup> Thursday	Abe Herman
Grand Junction Economic Partnership	3rd Wednesday of every month @ 7:30 am @ GJEP offices, 122 N. 6 <sup>th</sup> Street	Abe Herman
Grand Junction Housing Authority	4 <sup>th</sup> Monday @ 5:00 pm @ GJHA Offices at 8 Foresight Circle	Chuck McDaniel
Grand Junction Regional Airport Authority	Usually 3 <sup>rd</sup> Tuesday @ 5:15 pm @ the Airport Terminal Building (workshops held the 1 <sup>st</sup> Tuesday)	<del>Rick Taggart</del>
Grand Valley Regional Transportation Committee (GVRTC)	4 <sup>th</sup> Monday every other month @ 3:00 pm @ GVT Offices, 525 S. 6 <sup>th</sup> St., 2 <sup>nd</sup> Floor	Dennis Simpson

Board/Organization	Meeting Day/Time/Place	2022/2023 Assignments
Homeless Coalition	Meets on the 3 <sup>rd</sup> Thursday of the month at 10 a.m. at St. Mary's Hospital, 5 <sup>th</sup> Floor, Saccomanno Room 3	Randall Retiz Chuck McDaniel - Alternatel
Horizon Drive Association Bus. Improvement District	3rd Wednesday of each month at 10:30 a.m.	Dennis Simpson
Las Colonias Development Corporation	Meets as needed and scheduled	<del>Rick Taggart</del> Abe Herman
Mesa County Separator Project Board (PDR)	Quarterly @ Mesa Land Trust, 1006 Main Street	Mayoral Assignment
One Riverfront	3rd Tuesday of every other even month @ 5:30 p.m. in Training Room A, Old Courthouse	<del>Rick Taggart</del> Phillip Pe'a
Air Service Alliance	1 <sup>st</sup> Friday of every month @ 9:00 am @ Chamber of Commerce	Chuck McDaniel
Museum of the West		Abe Herman (Based on meeting times)



## Internal Boards

\* = No Council representative required or assigned - City Council either makes or ratifies appointments - may or may not interview dependent on the particular board.

Board Name	Meeting Day/Time/Place	2022/2023 Assignments
Commission on Arts and Culture*	4 <sup>th</sup> Wednesday of each month at 4:00 p.m.	Randall Reitz Dennis Simpson - Alternate
Forestry Board	First Thursday of each month at 8:30 a.m.	Chuck McDaniel
Parks Improvement Advisory Board (PIAB)	Quarterly, 1 <sup>st</sup> Tuesday @ noon @ various locations (usually Hospitality Suite)	Phillip Pe'a
Parks & Recreation Advisory Committee	1 <sup>st</sup> Thursday @ noon @ various locations (usually at Parks Administration Offices)	Phillip Pe'a Randall Reitz - Alternate
Persigo Board (All City and County Elected)	Annually and as needed	All
Property Committee	Meets as needed and scheduled	Anna Stout Abe Herman
Riverview Technology Corporation	Annual meeting in January	Dennis Simpson
Urban Trails Committee	2 <sup>nd</sup> Wednesday of each month @ 5:30 pm	Abe Herman
Visit Grand Junction*	2 <sup>nd</sup> Tuesday of each month at 3:00 p.m.	Phillip Pe'a



## Grand Junction City Council

### Regular Session

Item #7.a.i.

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**Meeting Date:** January 4, 2023  
**Presented By:** Jodi Welch, Finance Director  
**Department:** Finance  
**Submitted By:** Jodi Welch, Finance Director

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### Information

#### **SUBJECT:**

An Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax and Lodgers Tax by Adding Terms and Definitions to the GJMC Related to Marketplace Facilitators and Marketplace Sellers

#### **RECOMMENDATION:**

Staff recommends approval of the ordinance amending various sections of the Grand Junction Municipal Code (GJMC) on sales and use tax and lodgers tax by adding terms and definitions to the GJMC related to marketplace facilitators and marketplace sellers.

#### **EXECUTIVE SUMMARY:**

The ordinance requiring marketplace facilitators to charge, collect, and remit City of Grand Junction sales and use tax will clarify businesses required to collect and remit the City's tax by clarifying the authority given to the City as a taxing jurisdiction under the 2018 South Dakota v. Wayfair court case. This case was heard in the Supreme Court and the ruling was that states may charge tax on purchases made from out-of state sellers even if the seller does not have a physical presence in the state. The Colorado Municipal League has assisted cities with this issue by developing a model ordinance to effect uniformity among cities in the State of Colorado. This ordinance also serves to further level the playing field between storefront businesses and online businesses.

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

Over the years the State has enacted legislation that attempts to simplify what is considered a complex Colorado tax system. Colorado Municipal League (CML) has taken the lead in these efforts by working with home rule municipalities to ensure preservation of local control while minimizing complexity. In the last few years there have been several projects to this end including the standardized definition project

which the City incorporated into its code in late 2019. Additional sales tax simplification work includes adoption of the City's new tax administration system, considering joining the state single point of remittance (SUTS) for out-of-state vendors, and adopting economic nexus ordinances.

Efforts are currently focused on a state system for a single point of remittance for out-of-state vendors not having a physical presence in the state, and definitions of economic nexus and marketplace facilitator. CML worked with their Sales Tax Simplification Committee, comprised of home rule municipality representatives, to develop model ordinances to effect uniformity regarding the concepts of marketplace facilitator and economic nexus. The goal of the ordinance is to clarify who can collect and remit taxes along with clarifying the authority given to taxing jurisdictions under the *South Dakota v. Wayfair* case. This case was heard in the Supreme Court and the ruling was that states may charge tax on purchases made from out-of-state sellers even if the seller does not have a physical presence in the state.

After the *Wayfair* case, many cities including Grand Junction started receiving tax on a voluntary basis from those vendors. Economic nexus means the connection between a taxing authority (e.g. city) and a vendor who does not have a physical presence in the state that mandate the vendor to collect and remit City sales tax. CML recommends for cities not to adopt and enforce economic nexus until they have joined the state single point of remittance portal which is called Sales and Use Tax System (SUTS). Municipalities that are currently using that portal are extremely dissatisfied with the reporting information that comes to the city out of that system. Staff recommends waiting until completion of implementation of the City's new tax administration system to join SUTS which, based on a February 2023 go-live, would likely be the 2nd quarter of 2023. According to the Colorado Municipal League, 43 of the 68 home rule municipalities have adopted both the marketplace facilitator and economic nexus ordinances and another four have adopted just the marketplace facilitator.

Marketplace facilitator means a vendor who contracts with a marketplace seller or multichannel seller (e.g., Amazon) to facilitate sales on their behalf. In the Amazon situation, City sales tax is being charged and remitted when Amazon is the seller, but Amazon does not collect or remit tax on behalf of the seller for facilitated sales. If the City adopts the definitions supporting enforcement of tax collected on these facilitated sales, then the City will begin receiving sales tax on those sales as well.

In addition to the Amazon example above, marketplace facilitator will require both VRBO and Airbnb as well as other lodging platforms to license, collect, and remit the City's taxes. The difference between them now is that VRBO voluntarily collects and remits on behalf of all the listings on their site. Airbnb collects the tax but then passes to each individual listing to file separately and remit to the City. The City currently also requires VRBO customers to file the report separately, even though the tax collections have already been remitted. The filings are through the Host Compliance system that Community Development uses for permit/code compliance, Visit Grand Junction uses for marketing compliance, and Finance uses for tax collections and enforcement.

Owners of short-term rental properties will benefit from the marketplace facilitator ordinance because all selling platforms that they use now will be required to license, collect, and remit the City's taxes on behalf of the short-term rental owner which will alleviate administrative work on the owners' part.

**FISCAL IMPACT:**

Currently, many marketplace facilitators are voluntarily collecting and remitting the City's sales tax. It is difficult to estimate the additional sales tax revenue that may be generated by this ordinance. Lodging tax is being collected and either remitted by the marketplace facilitator or directly by the lodging establishment. This ordinance will simplify and streamline this process for lodging businesses.

**SUGGESTED MOTION:**

I move to (approve/deny) Ordinance No. 5118, an ordinance amending various sections of the Grand Junction Municipal Code (GJMC) on sales and use tax and lodgers tax by adding terms and definitions to the GJMC related to marketplace facilitators and marketplace sellers on final passage and order final publication of the Ordinance in pamphlet form.

**Attachments**

1. ORD-Marketplace Facilitator 121422

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE GRAND JUNCTION MUNICIPAL CODE (GJMC) ON SALES AND USE TAX AND LODGERS TAX BY ADDING TERMS AND DEFINITIONS TO THE GJMC RELATED TO MARKETPLACE FACILITATORS AND MARKETPLACE SELLERS**

WHEREAS, the City of Grand Junction, Colorado, (the “City”), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution, and the City’s Charter; and

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales taxes is clearly within the constitutional grant of power to the City and is necessary to raise revenue with which to conduct the affairs and render the services performed by the City; and

WHEREAS, pursuant to such authority, the City has adopted and enacted a sales and use tax under by which City sales tax is levied on all sales and purchases of tangible personal property under the Constitution and the laws of the State and City; and

WHEREAS, the GJMC imposes a sales tax upon all retail sales and purchases of tangible personal property within the boundaries of the City, “including delivery within the boundaries of the City”; and

WHEREAS the GJMC imposes a use tax upon the initial privilege of storing, using, or consuming within the boundaries of the City any articles of tangible personal property purchased at retail from sources outside the corporate limits of the City; and

WHEREAS, pursuant to such authority, the City has adopted and enacted a tax under by which City sales tax is levied on all sales and purchases of tangible personal property under the Constitution and the laws of the State and City, and by the City Charter/Peoples Ordinances the GJMC imposes a tax on lodging; and

WHEREAS, on June 21, 2018, the United States Supreme Court ruled those businesses without a physical presence in a State can be required to collect and remit sales taxes on transactions within the jurisdiction; and

WHEREAS, while most on-line retailers currently collect and remit Grand Junction sales tax for goods sold and delivered within the City for sales of their own products but may not collect sales tax for sale of products carried by retailers who sell their products through another on-line seller (marketplace or multichannel sellers/retailers); and

WHEREAS, a marketplace seller is an individual or legal entity who has an agreement with a marketplace facilitator and offers for sale tangible personal property, commodities, services or lodging in or through the marketplace facilitator's marketplace, and a multichannel seller offers tangible personal property, commodities, services or lodging for sale through other means—such as their own store, or on their own website; and

WHEREAS, all businesses and retailers, both brick and mortar and on-line, that are in compliance with the City's sales and use tax provisions, seek fair and balanced participation by all businesses that sell products within the City without advantage to marketplace or multichannel sellers/retailers; and

WHEREAS, the City seeks to maintain procedural conformity with the State of Colorado's established sales tax definitions and requirements regarding on-line marketplace and multichannel sellers/retailers, as set forth within C.R.S. 39-26-102; and,

WHEREAS, the City adopts this ordinance with the intent to address tax administration, and, in connection therewith simplify the tax collection process by requiring marketplace facilitators to collect tax on sales that are facilitated on their websites; and

WHEREAS, the City intends for marketplace facilitators to collect tax only on sales and uses of products and services already taxable under the existing GJMC;

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

That the following sections of the Code are hereby amended as follows. Additions are shown in *italic face type* and deletions are shown in ~~striketrough~~ face type. An ellipse (...) indicates text not reproduced and the City Council intends the same not to be amended by this ordinance.

3.08.030 Definitions

...

*Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.*

*Marketplace Facilitator means a person who:*

*(a) Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;*

*(b) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; or*

*(c) Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.*

*Marketplace Facilitator does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.*

*Marketplace Seller means a person, regardless of whether or not the person is engaged in business in the city, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.*

*Multichannel Seller means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.*

...

*Vendor means a person making sales of or furnishing lodging to a purchaser in the City. The term Vendor shall include, but is(are) not limited to, any selling, leasing, renting, or granting a license to use Lodging by a marketplace facilitator or a marketplace seller engaged in business in the City.*

3.08.040(b) Payment of Tax and Filing of Reports. Every vendor making a sale to a purchaser in the City which sale is taxable under the provisions of this chapter shall, at the time of the sale, collect and pay to the Finance Director all tax funds collected by him during each calendar month not later than 20 days after the last day of said month

and each payment shall be accompanied by a report for said month. *With respect to sale of lodging made by marketplace sellers in or through a marketplace facilitator's marketplace, a marketplace facilitator has all liabilities, obligations, and rights under this chapter. Except as otherwise provided in 3.08.0101 et. seq. the provisions set forth in 3.12.0101 et. seq. which governs a marketplace facilitator or marketplace seller for purposes of collection of sales tax shall also apply to the lodger's tax except to the extent of conflict with the provisions of this chapter.*

### 3.12.020 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

*Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.*

*Marketplace Facilitator means a person who:*

*(a) Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;*

*(b) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; or*

*(c) Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.*

*Marketplace Facilitator does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.*

*Marketplace Sales means*

*(1) A marketplace facilitator engaged in business in the city is required to collect and remit sales tax on all taxable sales made by the marketplace facilitator or facilitated by it for marketplace sellers or multichannel sellers to customers in the city, whether or not*



*the marketplace seller for whom sales are facilitated would have been required to collect sales tax had the sale not been facilitated by the marketplace facilitator.*

*(2) A marketplace facilitator shall assume all the duties, responsibilities, and liabilities of a retailer under 3.12.020.*

*Marketplace facilitators shall be liable for the taxes collected from marketplace sellers or multichannel sellers. The City may recover any unpaid taxes, penalties, and interest from the marketplace facilitator that is responsible for collecting on behalf of marketplace sellers or multichannel sellers.*

*(3) The liabilities, obligations, and rights set forth under this chapter are in addition to any duties and responsibilities of the marketplace facilitator has under this chapter if it also offers for sale tangible personal property, products, or services through other means.*

*(4) A marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this chapter if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:*

- a. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this chapter; or*
- b. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this chapter made in or through the marketplace facilitator's marketplace.*

*(5) If a marketplace seller makes a sale that is not facilitated by a licensed marketplace facilitator in a marketplace, the marketplace seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.*

*With respect to any sale, the City shall solely audit the marketplace facilitator for sales made by marketplace sellers or multichannel sellers but facilitated by the marketplace. The City will not audit or otherwise assess tax against marketplace sellers or multichannel sellers for sales facilitated by a marketplace seller.*

*No obligation to collect the sales and use tax required by this chapter may be applied retroactively. Responsibilities, duties, and liabilities described in Section 4(A) of a marketplace facilitator, marketplace seller, or multichannel seller begin upon the earlier*

*of when they became licensed to collect the city's sales tax or when they became legally obligated to collect the city's sales tax under this a chapter.*

*Marketplace Seller means a person, regardless of whether or not the person is engaged in business in the city, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.*

*Multichannel Seller means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.*

...

Retailer or Vendor means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. The terms Retailer or Vendor shall include, but is(are) not limited to, any:

...

(4) Retailer-contractor, when acting in the capacity of a seller of building supplies, construction materials, and other Tangible personal property.;

*and*

*(5) Marketplace facilitator, marketplace seller, or multichannel seller.*

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If any provision of this ordinance, or the application of such provision to any person or circumstance, is held to be unconstitutional, then the remainder of this ordinance, and the application of the provisions of such to any person or circumstance, shall not be affected thereby.

This ordinance is necessary to protect the public health, safety, and welfare of the residents of the city and covers matters of local concern.

This ordinance shall become effective on the first day of the month that is at least thirty (30) days after its effective date.

INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for \_\_ 2023, this 21<sup>st</sup> day of December 2022.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this \_\_\_\_ day of January 2023.

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Anna M. Stout  
President of the Council

ATTEST:

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Amy Phillips  
City Clerk

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #7.a.ii.**

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**Meeting Date:** January 4, 2023  
**Presented By:** Tamra Allen, Community Development Director  
**Department:** Community Development  
**Submitted By:** Tamra Allen, Community Development Director

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**Information**

**SUBJECT:**

An Ordinance Approving a Corridor Infill Incentive for the Landing on Horizon Project by APR Grand Junction 3, LLC

**RECOMMENDATION:**

Staff recommends review and consideration of the incentive request.

**EXECUTIVE SUMMARY:**

On September 7, 2022, the City Council adopted Resolution 74-22 creating a new Corridor Infill Incentive and Formula for Calculating the Incentive. The resolution included specific corridors in and near downtown as well as in the Horizon Drive Overlay. The City received on November 4, a request by APR Grand Junction 3, LLC to utilize the Level 4 - Corridor Infill Incentive for a 168-unit multi-family apartment project called Landing on Horizon on 8.3 acres located at 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive.

**BACKGROUND OR DETAILED INFORMATION:**

Consistent with the Administrative Procedures (Attachment C) of Resolution 74-22, the applicant has provided a complete application. APR Grand Junction 3, LLC is requesting the Incentive for the proposed Landing on Horizon project located on 8.3 acres located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive (Parcel 2705-312-03-002). A map of the property is attached. The applicant describes the project as similar to the Railyard at Rimrock and that the project will address the City's goals by providing "much-needed multi-family housing in one of those corridors specified by the incentive." The project will include 168 "Class A" apartment units. The units will be split between six buildings and will contain studios, 1 bedroom, and 2 bedroom units. Each building will also have eight tuck-under garages as well as one detached 8-bay garage and surface parking. In addition, the project will provide a

clubhouse with amenities such as a swimming pool, fitness center, and workspace. The property will house a full-time property manager and leasing agent.

The project completed zoning entitlements in July 2022 through an approved rezone by Ordinance No 5079. The applicant submitted an application of the City for a Major Site Plan review on December 5, 2022 and has been assigned Plan No. SPN-2022-913. The developer anticipates 18 to 22 months to complete construction with the first buildings being delivered approximately 10 months after groundbreaking. The project will deliver a new residential building every 45 to 60 days thereafter. The draft agreement sets a commencement date no greater than three months after City Site Plan approval and a completion deadline of 23 months after project Commencement, defined as the date of the beginning of site physical construction.

The project developer is Anthony Properties from Dallas, Texas. The company has a “37-year history of successfully completing projects of various kinds, including retail shopping centers and many movie theatres.” Anthony Properties recently delivered the Railyard at Rimrock project and is currently underway on The Slate on 25, a 168 unit project, in Grand Junction.

APR Grand Junction 3, LLC is requesting a Level 4 Incentive. The preliminary project budget includes a total project cost of \$41,303,043. However, the costs include land at \$2,329,000 which needs to be subtracted out, which would result in a preliminary project budget of \$38,974,043. This would result in a Level 4 incentive.

**CORRIDOR INFILL CALCULATION  
RESOLUTION 74-22**

	<b>Private Investment Cost*</b> <small>*Not including land value</small>	<b>Incentive</b>
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

In accordance with Resolution 74-22, an application found by the City in its sole discretion to be consistent with the purpose and applicability of the Corridor Infill Incentive and the demonstrated ability and capacity to perform will be recommended for funding.

Landing Corridor Incentive*		
	Per MF Unit	Units
		168
Fire	\$ 467	\$ 78,456
Police	\$ 200	\$ 33,600
Parks	\$ 692	\$ 116,256
Transportation	\$ 2,603	\$ 437,304
<b>Subtotal</b>	<b>\$ 3,962</b>	<b>\$ 665,784</b>
Sewer PIF	\$ 3,758	\$ 631,290
Water PIF (Ute Water)	-	-
<b>Subtotal</b>	<b>\$ 3,758</b>	<b>\$ 631,290</b>
Open Space Fee (est.)	-	\$ 232,900
<b>Subtotal</b>	<b>-</b>	<b>\$ 232,900</b>
<b>Total Incentive</b>	<b>\$ 7,720</b>	<b>\$ 1,529,974</b>

\* Based on effective fee schedule 11/2022

Based on the project timeline, the City will need to execute a multi-year agreement to account for the estimated 23-month construction period. The agreement will be subject to annual appropriation. If approved, the project will be required to submit a quarterly report of actual expenditures and a report of actual expenditures based on project completion. Pursuant to the Agreement and associated payment schedule, the incentive shall be credited upon verification of costs consistent with the level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost. The Ordinance and agreement are attached for review.

**FISCAL IMPACT:**

The total incentive amount of \$1,529,974 is the total of \$631,290 in sewer plant investment fees; \$665,784 in fire, police, parks and TCP impact fees; and \$232,900 in open space fees. These fees that will be "waived" to the developer and will be paid instead by the City from the 2023 budgeted infill incentive funds of \$2,392,436 to the appropriate funds (enterprise and special revenue funds) that account for each respective fee.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5119, an ordinance approving the APR Grand Junction 3, LLC Corridor Infill Incentive agreement for the property located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive (Parcel 2705-312-03-002), Grand Junction, Colorado on final passage and order final publication in pamphlet form.

**Attachments**

1. Reservation Request Updated 12.16.2022
2. Landing on Horizon Map
3. AGR-APR Grand Junction 3 LLC 12.17.22

4. ORD-Landing on Horizon 121622
5. Resolution No. 74-22





Developer/Entity Phone Number	2148032678
Developer/Entity Mailing Address	9200 Andermatt Drive, Lincoln, NE, 68526
Description of how the Project will address the City's redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.	<p>In short, this project will be very similar in nature to The Railyard at Rimrock and The Slate on 25.</p> <p>The project addresses the City's infill goals by providing some much-needed multifamily housing in one of the corridors specifically identified by this incentive. Not only does will this project provide housing but it will also take a forever-vacant property and turn it in to a productive property.</p> <p>The proposed project is called The Landing on Horizon which will be a 196 unit, Class A multifamily community. The 196 residential units will be divided between six buildings, each of which will contain studio, 1br and 2br units. There is one 3br unit per building. Each building will also have 8 "tuck-under" garages which are within the building's footprint as well as one detached 8-bay garage. There will of course be surface parking as well.</p> <p>In addition to the residential buildings, there will be a separate clubhouse with amenities such as a swimming pool, fitness center, workspace, etc. The clubhouse will also house the full time property manager and leasing agent.</p>
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.	<p>The project needs to obtain site plan approval from the City as the only remaining entitlement needed. Currently, we expect to make our submittal by mid-November, if not sooner. It is anticipated that final site plan will be approved in January 2023 and groundbreaking would commence shortly thereafter. The project is not dependent on obtaining any other grant funding.</p> <p>For a project of this size, it will take about 18-22 months to complete construction with the first buildings being delivered about 10 months after groundbreaking. The project will not be phased and should deliver a new residential building every 45-60 days after the first one.</p> <p>The only remaining uncertainty is the overall cost of the project. Our general contractor is about to send the project out for pricing so we should know in about 45 days if it is within the budget. This incentive will undoubtedly help lower the overall costs.</p>

Description of the developer's experience with and capacity to implement the proposed Project.

The developer is Anthony Properties from Dallas, TX. We have a 37 year history of successfully completing projects of various kinds including retail, shopping centers and many movie theatres. Anthony Properties has been in the Class A multifamily space for about 8 years and has successfully delivered five communities, one of which is The Railyard on Rimrock in Grand Junction. We have two more under construction currently, including The Slate on 25 which is also in Grand Junction.

Additionally, we have four more projects in the entitlement phase in New England - one in Massachusetts and three in Connecticut.

We have the manpower and financial ability to construct and complete multiple projects at the same time. Our capacity is really limited only by the amount of time it takes to get a new project through the entitlement stage.

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Amount of the incentive being requested.

Per Attachment B of Resolution No. 74-22 which adopts a new corridor infill incentive, we are requesting a Level 4 incentive.

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A preliminary financing plan including project budget and a 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.

Please see the attached supplemental documents 1 and 2 for the budget and lender letter.

Our financing plan is such that we will close on the purchase of the property with our own funds and secure construction financing for the construction of the project. We have plenty of capital to put the required 25% equity into the construction loan and have several sources for that construction loan, all of whom we have worked with before.

Once the property is fully built and occupied, we will refinance with permanent debt and retire the construction loan.

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Supplemental Document 1

[Landing Development Costs 110122.pdf](#)

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Supplemental Document 2

*Field not completed.*

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Supplemental Document 3

[jekann\\_2022-10-24-16-34-18.pdf](#)

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**Jenn Kanne**  
**Market Manager**  
1015 N. 98<sup>th</sup> Street, Suite 301  
Omaha, NE 68114  
jkanne@greatsouthernbank.com

APR Grand Junction 3, LLC  
C/O Perry Reid Properties  
9200 Andermatt Drive  
Lincoln, NE 68526

Dear Sir or Madam:

Craig Reid and Perry Reid Properties have been customers of Great Southern Bank since 2015. Since that time they have shown the ability, expertise and financial capability to successfully complete each Project we have financed for them. Projects have been completed on time and within budget. The development staff at Perry Reid Properties has been excellent to work with.

If you would like additional information, you can telephone me at (402) 758-8712.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenn Kanne".

Jenn Kanne  
Market Manager

**Financing:** Construction of The Landing will be financed using a combination of Anthony Properties equity and lender financing. For this project, we have two lenders vying for our business to finance it. One of them is the same lender who is financing The Slate on 25 and the other has previously financed deals with the property management company we use. We expect commitment letters from both of them on Dec. 15 showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet this loan requirement on hand and does not need to seek equity partners or raise equity in any way. We will choose our construction lender shortly after Dec. 15 and once a lender is chosen, it will take approximately 45 days before the construction loan closes.

**Timing:** Once the construction loan closes, construction can begin immediately after. As it is with all of our projects, we will build the entire project all at once which will consist of 168 residential units along with amenities such as a clubhouse, swimming pool, fitness center, detached garages and bike storage. Construction of the buildings will take place sequentially where one building follows the next so that residential buildings are completed and turned over to us approximately every 45 days. The first residential building and clubhouse are delivered about 10 months after construction begins so that we can have the staff on hand as the first residents move in. Unless there are unforeseen circumstances that delay construction, the project should be completed around 20 months after groundbreaking.

Below is an estimated schedule but it should be noted that starting in the heart of winter could delay the project. Also, supply chain can always change completion schedules.

Groundbreaking	Feb. 1, 2023
Sitework	8 weeks
Commencement of vertical construction	Apr. 1, 2023
Delivery of clubhouse and Building 1	Feb. 1, 2023
Delivery of Building 2	Mar. 15, 2024
Delivery of Building 3	May. 1, 2024
Delivery of Building 4	Jun. 15, 2024
Delivery of Building 5	Aug. 1, 2024
Delivery of Building 6	Sep. 15, 2024

**Incentive:** While our other recent project, The Slate, was an expensive project as well, interest rates were considerably lower when that construction loan locked and that site is in a Federal Opportunity Zone. With inflation and interest rates still rising and negatively affecting construction costs, The Landing is dependent on receiving this incentive or it simply will not be feasible.

1. Grand Junction APR 3, LLC has not secured a construction estimate it is unknown if this is a Level 4 grant and/or if the project will proceed;  
Do you have any additional information/evidence you can supply that indicates confidence in the cost estimate you provided in your application.

We received our cost estimates from the general contractor for The Landing. Unfortunately, they are some \$3,000,000 over what was projected in the submittal for this incentive, pushing our total costs to over \$41,000,000. I have attached the estimate we received last night.

2. The application for the incentive says that APR Grand Junction 3 LLC owns the properties, it does not, which was confirmed by Mr. Shui last week.  
Are you able to provide any additional information that indicates you have authority to act on behalf of the property owners?

Anthony Properties Realty Inc. has contracted to purchase the property and therefore has an equitable interest in the property. Our contract specifically states on Page 8, Section 12 that we may pursue all applications and requests with governmental agencies. The second attachment is a redacted version of one of the contracts for your reference.

3. It is not clear from the application, or Mr. Shui's supplemental information, what the entity structure/relationship is between Anthony Properties and APR and/or the financing structure. Grand Junction APR 3 LLC is not a Colorado entity. For paragraph 24 a) (iii) the entity structure needs to be clarified and in turn hopefully the financial details will be disclosed.

Anthony Properties Realty Inc. is a development entity. As required by lenders, and for tax purposes, each project is held in a single-purpose entity (APR Grand Junction 3 LLC in this case). The development agreement provides for assignment of the DA to such entity.

12/16 from [resa@anthonyproperties.com](mailto:resa@anthonyproperties.com)

"... I want to confirm that the number of units is 168 for The Landing."

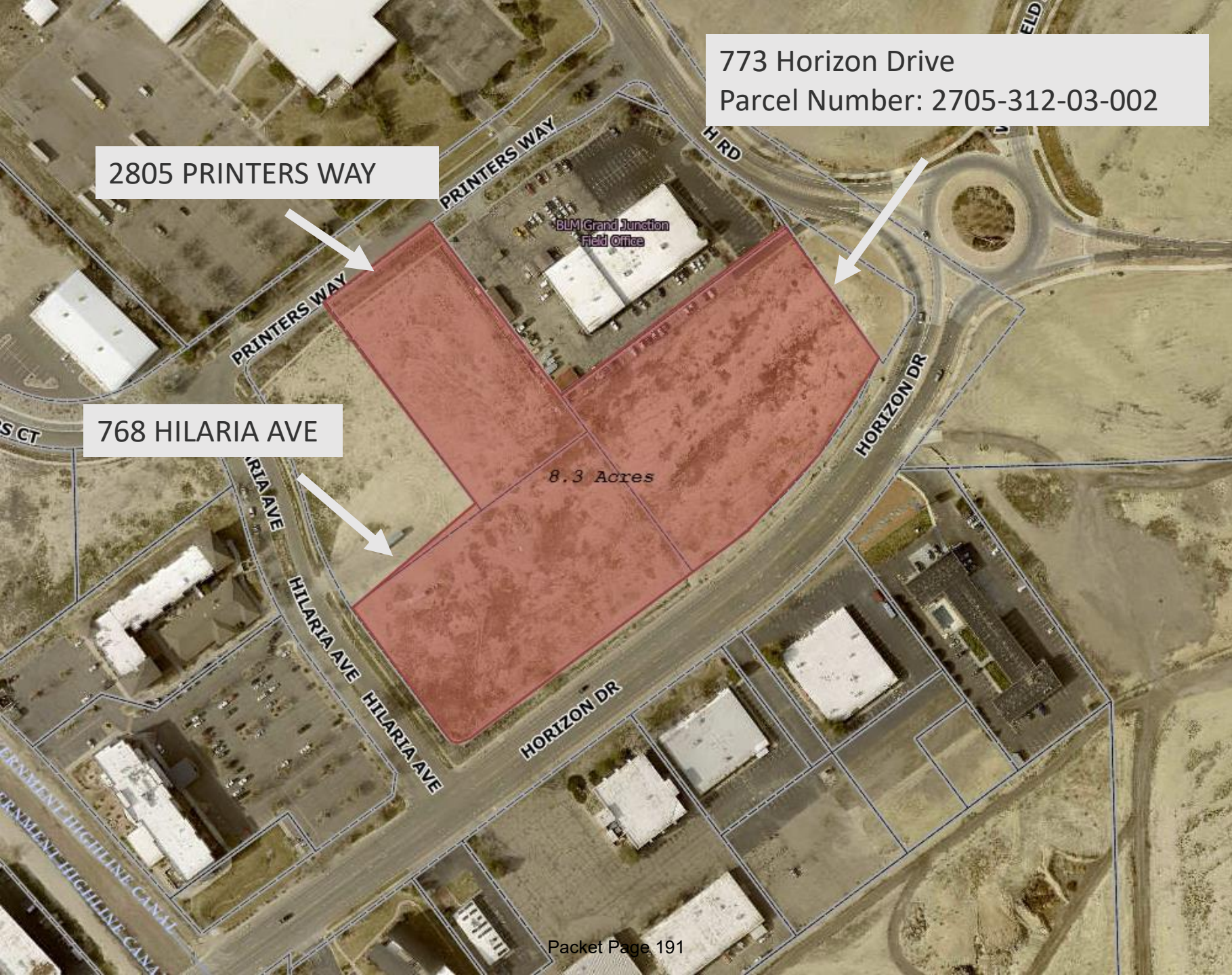
## Landing Development Costs

Category		Project Costs	Per Unit	Per Rentable SqFt
LAND - PURCHASED ACRES	8.00	\$2,329,000	\$13,863	\$15.09
GMP Construction Cost		\$33,500,000	\$199,405	\$217.00
<b>Architectural and Engineering Fees</b>				
	Architect Fee	\$221,592	\$1,319	\$1.44
	Construction Administration	\$0	\$0	\$0.00
	Engineering Fees	\$110,796	\$660	\$0.72
	Structural/MEP	\$0	\$0	\$0.00
<b>Contingency</b>				
3.5%	Construction Contingency	\$1,172,500	\$6,979	\$7.59
<b>TOTAL</b>		<b>\$37,333,888</b>	<b>\$222,226</b>	<b>\$241.83</b>
<b>Soft Cost</b>				
	Appraisal	\$9,200	\$55	\$0.06
	Real Estate Legal	\$32,621	\$194	\$0.21
	Third Party Reports	\$49,559	\$295	\$0.32
	Title Policy	\$28,000	\$167	\$0.18
	Survey / Testing	\$105,000	\$625	\$0.68
	Third Party (Bank) Inspections	\$15,206	\$91	\$0.10
	Building Permit Cost	\$75,436	\$449	\$0.49
	Wrap Insurance Policy	\$330,960	\$1,970	\$2.14
	Builder's Risk (insurance)	\$203,280	\$1,210	\$1.32
<b>Misc. Development Cost</b>				
	UTE Fee & School Impact Fee	\$1,003,099	\$5,971	\$6.50
	Improvements - road & sidewalk	\$0	\$0	\$0.00
	Common Area Office / furnishings	\$168,000	\$1,000	\$1.09
	Operating Reserve / Startup	\$84,000	\$500	\$0.54
	Fiber Network	\$100,000	\$203	\$0.65
<b>TOTAL</b>		<b>\$39,538,249</b>	<b>\$234,955</b>	<b>\$256.11</b>
<b>Construction Financing</b>				
	Construction Interest Carry	\$1,223,000	\$7,280	\$7.92
	Construction Loan Points	\$144,565	\$861	\$0.94
	Closing Costs	\$41,229	\$245	\$0.27
	RE Taxes	\$20,000	\$119	\$0.13
<b>TOTAL</b>		<b>\$40,967,043</b>	<b>\$243,851</b>	<b>\$265.36</b>
<b>Developer's Fees</b>		<b>\$336,000</b>	<b>\$2,000</b>	<b>\$2.18</b>
<b>TOTAL</b>		<b>\$41,303,043</b>	<b>\$245,851</b>	<b>\$267.54</b>
<hr/>				
<b>Equity Required</b>		<b>30%</b>	<b>\$12,390,913</b>	
<b>Bank Loan</b>		<b>70%</b>	<b>\$28,912,130</b>	
			<b>\$41,303,043</b>	

773 Horizon Drive  
Parcel Number: 2705-312-03-002

2805 PRINTERS WAY

768 HILARIA AVE





Landing on Horizon

Corridor  
Infill Area

BUN Grand Junction  
Field Ctr

Grand Junction Visitor's  
Center



## DEVELOPMENT/REDEVELOPMENT AGREEMENT

### 2805 PRINTERS WAY, 768 HILARIA AVENUE 773 HORIZON DRIVE (ALSO IDENTIFIED AS/WITH MESA COUNTY TAX PARCEL NUMBER 2705-312-03-002), GRAND JUNCTION, COLORADO

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of \_\_\_\_, 2023 (“**Effective Date**”), is made by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph \_\_ (“**Developer**”) and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

#### RECITALS

WHEREAS, Developer is the owner of certain real property known as 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (the Property identified as/with Mesa County Tax Parcel number 2705-312-03-002) Grand Junction, Colorado, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “**Property**”); and,

WHEREAS, Developer has applied to the City for an Infill Incentive pursuant to Resolution 74-22, and such application is attached hereto as Exhibit B (the “**Infill Incentive Application**”); and,

WHEREAS, consistent with the City’s Comprehensive Plan and Resolution 74-22 the City has established and adopted an area within the community known as the *Corridor Infill Boundary Area* and certain *Corridor Infill Policies* which the City has identified property conditions that warrant support to stimulate reinvestment; and,

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

WHEREAS, the Developer intends to redevelop the Property as a multi-family residential project, featuring at least 168 residential units, together with related amenities (collectively, the “**Project**”); and

WHEREAS, the Developer has outlined a preliminary financing plan (the “**Preliminary Financing Plan**”) and such plan is attached hereto as Exhibit C (the “**Preliminary Financing Plan**”), which evidences to the City that the Developer has the financial capacity to undertake the Project; and,

WHEREAS, construction of the Project will ensure the availability of housing to area residents, and will provide a dense population of customers for the surrounding businesses, and maximize the efficient provision of infrastructure and public services; and,

WHEREAS, the City Community Development Department has reviewed the conceptual plans for the Project attached hereto as Exhibit D (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,

WHEREAS, the Parties acknowledge that the final design of the Project will be subject to the City's entitlement and permitting process; and

WHEREAS, the City Council has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the City.

**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. **"Code"** or **"GJMC"** means the zoning and development regulation of the City in effect as of the date of the application for the Project.
2. **"Commence"** **"Commenced"** or **"Commencement"** means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
3. **"Complete"** **"Completed"** or **"Completion"** means issuance of temporary or final certificates of occupancy for all buildings within the Project.
4. **"Conceptual Plans"** are/consists of the documents marked and attached to this agreement as Exhibit D.
5. **"Fees"** means 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.
6. **"Fee Cap"** means \$1,529,974
7. **"Preliminary Financing Plan"** is attached to this agreement as Exhibit C.
8. **"Project"** has the meaning assigned to such term in the Recitals.
9. **"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 Fees, not to exceed the Fee Cap as provided herein.

2. 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 21 below, Developer fails to Commence the Project on or before the date that is three (3) calendar months after Developer receives site plan approval from the City ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-three (23) calendar months after the date of Commencement ("**Completion Deadline**"), then 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.

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. Any extension may be granted only with prior City Council approval.

3. 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 3,

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.

4. 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.

5. Governmental Immunity: The Parties agree that the City, in entering this Agreement, does 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.

6. 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 5<sup>th</sup> Street  
                              Grand Junction, CO 81501  
                              Email: gregc@gjcity.org

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

For Developer:       APR Grand Junction 3 LLC  
                              9200 Andermatt Drive  
                              Lincoln, NE, 68526

7. 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.

8. 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.

9. Assignment:

a. Neither the City nor the Developer shall assign any rights or obligations under this Agreement without the prior written consent of the other Party 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 containing the name and address of the assignee, to: (i) 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 (ii) 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 (i) and (ii) 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 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, 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 9.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 9. 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.

18. 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.

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

20. 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.

21. 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.

22. 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; 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 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.

23. Estoppel Certificates. The City, 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 F, which form is acceptable to the Developer and the City.

24. Representations and Warranties

a. Developer represents and warrants to the City 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. 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 Nebraska 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.

b. The City represents and warrants to Developer 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.

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

**City of Grand Junction, Colorado**

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**Mayor**

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**City Clerk**

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**Date**

**Developer**

APR Grand Junction 3 LLC  
a Nebraska limited liability company

By:   
its Manager

DRAFT

**Approved as to Substance:**

\_\_\_\_\_  
**City Manager**

**Approved as to Legal Form:**

\_\_\_\_\_  
**City Attorney**

**Approved as to Availability of Funds:**

\_\_\_\_\_  
**Director of Finance**

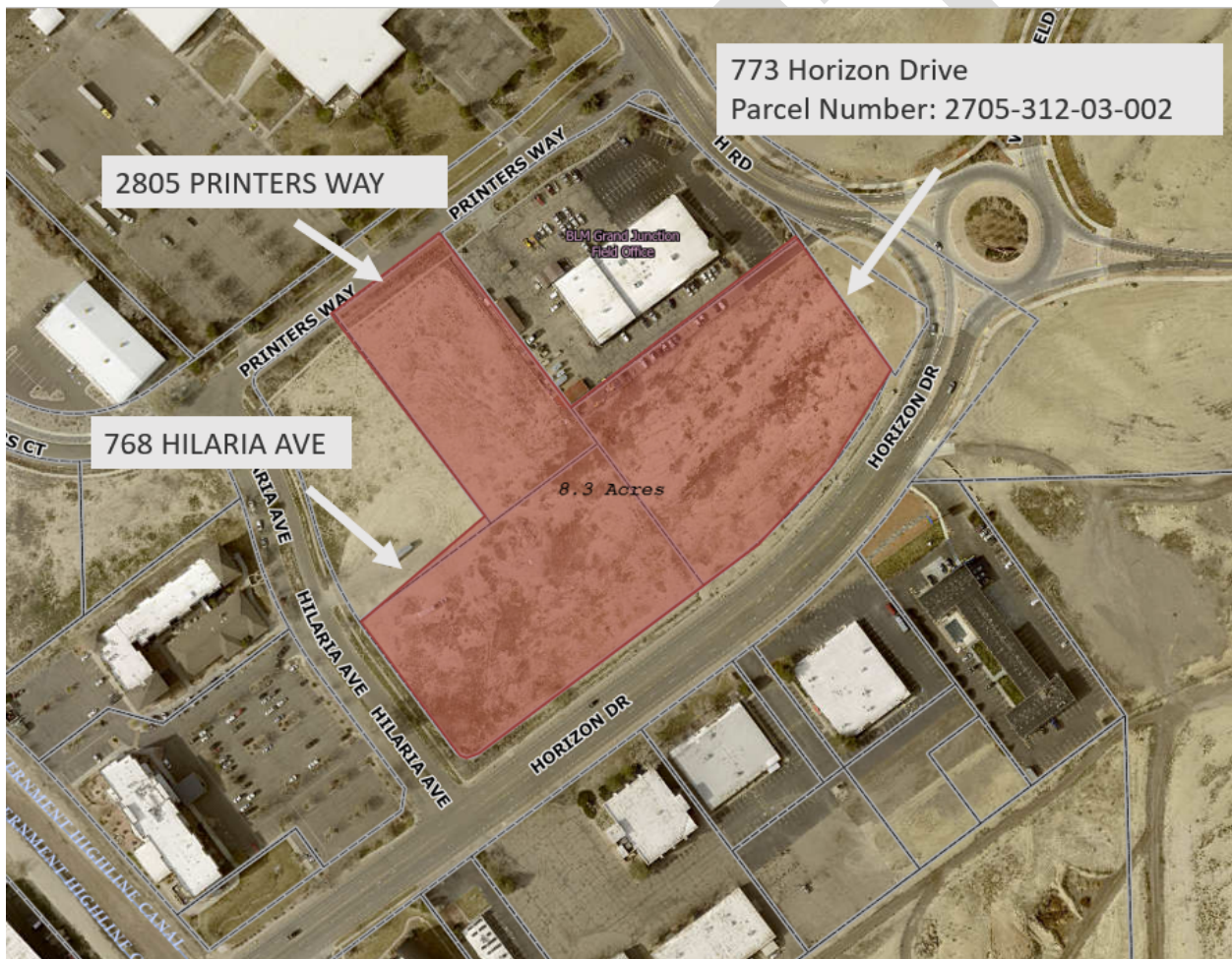
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**EXHIBIT A**

Legal Description and Depiction

Lot 3, H & H Subdivision (Reception No. 2824156)  
Lot 2, H & H Subdivision (Reception No. 2828885)  
Lot 2, H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,  
Ute Meridian, Grand Junction, Mesa County, Colorado.



**EXHIBIT B**

Infill Incentive Application

Application for Corridor Infill Incentive Project

Please select year Project is seeking funding	2023
Project Name	The Landing on Horizon
Property Address/Parcel Identification Number	2805 Printers Way, 768 Hilaria Avenue and PIN 2705-312-03-002
Property Ownership	APR Grand Junction 3 LLC
Developer/Entity Name	APR Grand Junction 3 LLC
Developer/Entity Email Address	<a href="mailto:brian@anthonyproperties.com">brian@anthonyproperties.com</a>
Developer/Entity Phone Number	2148032678
Developer/Entity Mailing Address	9200 Andermatt Drive, Lincoln, NE, 68526
Description of how the Project will address the City's redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.	<p>In short, this project will be very similar in nature to The Railyard at Rimrock and The Slate on 25.</p> <p>The project addresses the City's infill goals by providing some much-needed multifamily housing in one of the corridors specifically identified by this incentive. Not only does will this project provide housing but it will also take a forever-vacant property and turn it in to a productive property.</p> <p>The proposed project is called The Landing on Horizon which will be a 196 unit, Class A multifamily community. The 196 residential units will be divided between six buildings, each of which will contain studio, 1br and 2br units. There is one 3br unit per building. Each building will also have 8 "tuck-under" garages which are within the building's footprint as well as one detached 8-bay garage. There will of course be surface parking as well.</p>

In addition to the residential buildings, there will be a separate clubhouse with amenities such as a swimming pool, fitness center, workspace, etc. The clubhouse will also house the full time property manager and leasing agent.

---

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.

The project needs to obtain site plan approval from the City as the only remaining entitlement needed. Currently, we expect to make our submittal by mid-November, if not sooner. It is anticipated that final site plan will be approved in January 2023 and groundbreaking would commence shortly thereafter. The project is not dependent on obtaining any other grant funding.

For a project of this size, it will take about 18-22 months to complete construction with the first buildings being delivered about 10 months after groundbreaking. The project will not be phased and should deliver a new residential building every 45-60 days after the first one.

The only remaining uncertainty is the overall cost of the project. Our general contractor is about to send the project out for pricing so we should know in about 45 days if it is within the budget. This incentive will undoubtedly help lower the overall costs.

---

Description of the developer's experience with and capacity to implement the proposed Project.

The developer is Anthony Properties from Dallas, TX. We have a 37 year history of successfully completing projects of various kinds including retail, shopping centers and many movie theatres. Anthony Properties has been in the Class A multifamily space for about 8 years and has successfully delivered five communities, one of which is The Railyard on Rimrock in Grand Junction. We have two more under construction currently, including The Slate on 25 which is also in Grand Junction.

Additionally, we have four more projects in the entitlement phase in New England - one in Massachusetts and three in Connecticut.

We have the manpower and financial ability to construct and complete multiple projects at the same time. Our capacity is really limited only by the amount of time it takes to get a new project through the entitlement stage.

---

Amount of the incentive being requested. Per Attachment B of Resolution No. 74-22 which adopts a new corridor infill incentive, we are requesting a Level 4 incentive.

---

A preliminary financing plan including project budget and a 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. Please see the attached supplemental documents 1 and 2 for the budget and lender letter.

Our financing plan is such that we will close on the purchase of the property with our own funds and secure construction financing for the construction of the project. We have plenty of capital to put the required 25% equity into the construction loan and have several sources for that construction loan, all of whom we have worked with before.

Once the property is fully built and occupied, we will refinance with permanent debt and retire the construction loan.

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Supplemental Document 1 [Landing Development Costs 110122.pdf](#)

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Supplemental Document 2 *Field not completed.*

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Supplemental Document 3 [jekann\\_2022-10-24-16-34-18.pdf](#)

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Supplemental Document 4 *Field not completed.*

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Supplemental Document 5 *Field not completed.*

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Supplemental Document 6 *Field not completed.*

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Supplemental Document 7 *Field not completed.*

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Supplemental Document 8 *Field not completed.*

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**EXHIBIT B**  
**Infill Incentive Application (Supplemental Information)**

**Financing:** Construction of The Landing will be financed using a combination of Anthony Properties equity and lender financing. For this project, we have two lenders vying for our business to finance it. One of them is the same lender who is financing The Slate on 25 and the other has previously financed deals with the property management company we use. We expect commitment letters from both of them on Dec. 15 showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet this loan requirement on hand and does not need to seek equity partners or raise equity in any way. We will choose our construction lender shortly after Dec. 15 and once a lender is chosen, it will take approximately 45 days before the construction loan closes.

**Timing:** Once the construction loan closes, construction can begin immediately after. As it is with all of our projects, we will build the entire project all at once which will consist of 168 residential units along with amenities such as a clubhouse, swimming pool, fitness center, detached garages and bike storage. Construction of the buildings will take place sequentially where one building follows the next so that residential buildings are completed and turned over to us approximately every 45 days. The first residential building and clubhouse are delivered about 10 months after construction begins so that we can have the staff on hand as the first residents move in. Unless there are unforeseen circumstances that delay construction, the project should be completed around 20 months after groundbreaking.

Below is an estimated schedule but it should be noted that starting in the heart of winter could delay the project. Also, supply chain can always change completion schedules.

Groundbreaking	Feb. 1, 2023
Sitework	8 weeks
Commencement of vertical construction	Apr. 1, 2023
Delivery of clubhouse and Building 1	Feb. 1, 2023
Delivery of Building 2	Mar. 15, 2024
Delivery of Building 3	May. 1, 2024
Delivery of Building 4	Jun. 15, 2024
Delivery of Building 5	Aug. 1, 2024
Delivery of Building 6	Sep. 15, 2024

**Incentive:** While our other recent project, The Slate, was an expensive project as well, interest rates were considerably lower when that construction loan locked and that site is in a Federal Opportunity Zone. With inflation and interest rates still rising and negatively affecting construction costs, The Landing is dependent on receiving this incentive or it simply will not be feasible.



1. Grand Junction APR 3, LLC has not secured a construction estimate it is unknown if this is a Level 4 grant and/or if the project will proceed;  
Do you have any additional information/evidence you can supply that indicates confidence in the cost estimate you provided in your application.

We received our cost estimates from the general contractor for The Landing. Unfortunately, they are some \$3,000,000 over what was projected in the submittal for this incentive, pushing our total costs to over \$41,000,000. I have attached the estimate we received last night.

2. The application for the incentive says that APR Grand Junction 3 LLC owns the properties, it does not, which was confirmed by Mr. Shui last week.  
Are you able to provide any additional information that indicates you have authority to act on behalf of the property owners?

Anthony Properties Realty Inc. has contracted to purchase the property and therefore has an equitable interest in the property. Our contract specifically states on Page 8, Section 12 that we may pursue all applications and requests with governmental agencies. The second attachment is a redacted version of one of the contracts for your reference.

3. It is not clear from the application, or Mr. Shui's supplemental information, what the entity structure/relationship is between Anthony Properties and APR and/or the financing structure. Grand Junction APR 3 LLC is not a Colorado entity. For paragraph 24 a) (iii) the entity structure needs to be clarified and in turn hopefully the financial details will be disclosed.

Anthony Properties Realty Inc. is a development entity. As required by lenders, and for tax purposes, each project is held in a single-purpose entity (APR Grand Junction 3 LLC in this case). The development agreement provides for assignment of the DA to such entity.

12/16 from [resa@anthonyproperties.com](mailto:resa@anthonyproperties.com)

"... I want to confirm that the number of units is 168 for The Landing."

**EXHIBIT E**

Form of Memorandum of Redevelopment Agreement

Recording Requested By  
And When Recorded Return To:

**MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT**

**THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT** is made as of September \_\_, 2022, by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph \_\_ (“**Developer**”), and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

The Parties entered into that certain Redevelopment Agreement, dated \_\_\_\_\_, 2022 (the “**Development/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 with such obligation 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.

[Remainder of page blank; signature pages follow]



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**EXHIBIT "A"**

**Legal Description**

Lot 3, H & H Subdivision (Reception No. 2824156)  
Lot 2, H & H Subdivision (Reception No. 2828885)  
Lot 2, H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,  
Ute Meridian, Grand Junction, Mesa County, Colorado,

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**EXHIBIT F**

Form of Estoppel Certificate

To: APR Grand Junction 3 LLC, a Nebraska limited liability company (“Developer”)

From: CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”)]

Date: \_\_\_\_\_, 20\_\_

Re: The Development/Redevelopment Agreement, dated as of \_\_\_\_, 2022, by and between Developer, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The City 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 City has waived or paid \$ \_\_\_\_\_ in Fees] in accordance with this Agreement.
6. The City 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 \_\_\_\_\_].
8. The City agrees that \_\_\_\_\_ days of Force Majeure delays have accrued under the Agreement.
9. The City 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 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 and its successors and assigns and inure to the benefit of the Reliance Parties.

*[signature on following page]*

DRAFT



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

CITY SIGNATURE BLOCK

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

Name: \_

Title: \_

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## EXHIBIT C

### Preliminary Financing Plan

Construction of 168-unit project, *The Landing on Horizon* (Project) will be financed using a combination of Anthony Properties equity and lender financing. For the Project financing Anthony Properties has two lenders vying for the business.

One of them is the same lender who is financing *The Slate on 25* and the other has previously financed deals with the property management company Anthony Properties uses.

Anthony Properties expects commitment letters from potential lender on December 15, 2022, showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet such a loan requirement on hand and does not need to seek equity partners or raise equity in any way.

Anthony Properties will select as construction lender shortly after December 15, 2022, and once a lender is chosen, it will take approximately 45 days before the construction loan closes.



1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. \_\_\_\_

3 AN ORDINANCE AUTHORIZING AND CONFIRMING A REDEVELOPMENT  
4 AGREEMENT BY AND AMONG APR GRAND JUNCTION 3 LLC, A COLORADO  
5 LIMITED LIABILITY COMPANY, (“APR”) AND THE CITY OF GRAND JUNCTION, A  
6 COLORADO HOME RULE MUNICIPAL CORPORATION (“CITY”) FOR THE  
7 PROPERTY LOCATED AT 2805 PRINTERS WAY, 768 HILARIA AVENUE, AND 773  
8 HORIZON DRIVE (ALSO IDENTIFIED AS/WITH MESA COUNTY TAX PARCEL  
9 NUMBER 2705-312-03-002), GRAND JUNCTION, COLORADO, AND APPROVING  
10 ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

11 RECITALS:

12 APR Grand Junction 3 LLC is the owner of the real property commonly known and  
13 addressed as 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (also  
14 identified as/with Mesa County Tax Parcel number 2705-312-03-002), Grand Junction,  
15 Colorado, (“Property”) which is more particularly described in the Corridor Infill  
16 Development/Redevelopment Agreement attached hereto and incorporated by this  
17 reference as if fully set forth (“Agreement”). The Property is currently vacant and will  
18 benefit from development. The City Council has agreed to waive and shall cause to be  
19 paid certain fees as the same are defined in the Agreement.

20 With the City’s Comprehensive Plan, the City has established the need to focus  
21 development on areas of infill and has subsequently adopted, with Resolution 74-22 a  
22 *Corridor Infill Incentive Boundary Area*, which is a physical area within the City which  
23 the City Council has found conditions that warrant City financial support to stimulate  
24 investment. This Ordinance, together with the Agreement and the development that will  
25 result, will serve a public purpose, promote the health, safety, prosperity, security, and  
26 general welfare of the inhabitants of the City, and will spur economic investment within  
27 the City’s *Corridor Infill Incentive Boundary Area*.

28 In accordance with the Agreement, APR intends to develop the Property as a multi-  
29 family residential project, featuring at least 168 units, together with related amenities  
30 and uses (collectively, the “Project”). Given that the Project is consistent with the  
31 Comprehensive Plan, is in the *Corridor Infill Incentive Boundary Area*, and otherwise  
32 satisfies Resolution 74-22, development of the Property will ensure the availability of  
33 new housing that is within walking distance of businesses, services, and employment  
34 and will reduce sprawl by maximizing the use of existing infrastructure. Therefore, the  
35 City Council finds that the Project is consistent with the reasonable needs, plans and  
36 policies of the City in general and in particular for the development of the Property by  
37 APR and the granting of the requested incentives.

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

- 40 1. The foregoing Recitals are incorporated and adopted, and in accordance with  
41 and pursuant to this Ordinance, the City Council of the City of Grand Junction  
42 hereby authorizes and confirms the redevelopment agreement (“Agreement”) by  
43 and among APR Grand Junction 3 LLC, a Colorado Limited Liability Company,  
44 (“APR”) or its successors and assigns as permitted in accordance with the  
45 Agreement and the City of Grand Junction (“City”), for the property located at  
46 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (also identified as  
47 Mesa County Tax Parcel Number 2705-312-03-002), Grand Junction, Colorado  
48 (“Property”).  
49
- 50 2. The terms of the Agreement, include but are not limited to a) the City paying  
51 fees, as provided by Resolution 74-22 and defined by the Agreement, in an  
52 amount not to exceed \$1,529,974 for and on behalf of APR for the development  
53 of the Property all as provided in the Agreement.  
54
- 55 3. In accordance with and pursuant to this Ordinance, the City Council of the City of  
56 Grand Junction, Colorado confirms and authorizes the Agreement and any and  
57 all actions consistent with and to be taken subsequent to the adoption of this  
58 Ordinance, by the officers, employees and agents of the City, if/when such  
59 action(s) is(are) pursuant to law and the Agreement, together with the findings  
60 made therein, and with any applicable City Plans, ordinance(s), resolution(s), or  
61 other document(s) all of which shall be substantially construed to affect the intent  
62 and purposes thereof.  
63
- 64 4. If any part or provision of this Ordinance or the application thereof to any person  
65 or circumstance(s) is held invalid, such invalidity shall not affect other provisions  
66 or applications of this Ordinance which can be given effect without the invalid  
67 provisions or application, and to this end the provisions of this Ordinance are  
68 declared to be severable.  
69
- 70 5. The City Council finds and declares that this Ordinance is promulgated and  
71 adopted for the public health, safety and welfare and this Ordinance bears a  
72 rational relation to the lawful objectives sought to be obtained.  
73

74 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and  
75 setting a hearing for January 4, 2023, this 21<sup>st</sup> day of December 2022.  
76

77 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in  
78 pamphlet form this \_\_\_\_ day of January 2023.

79

80

81 \_\_\_\_\_

82 Anna M. Stout

83 President of the Council

84

85

86 ATTEST:

87

88

89

90 \_\_\_\_\_

91 Amy Phillips

92 City Clerk

DRAFT

CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. 74-22

A RESOLUTION ADOPTING A NEW CORRIDOR INFILL INCENTIVE AND FORMULA FOR  
CALCULATING THE INCENTIVE

**RECITALS:**

In 2004, the City Council reviewed and approved an *Infill/Redevelopment Implementation Program* ("Program") by adopting policies, definitions, boundaries, criteria, and potential forms of City involvement set forth in Resolution 87-04. That was subsequently amended by Resolution 15-13 Resolution 93-19 and Resolution 03-20

Since 2004, the City through, extensive public participation, continues to realize the important nature and critical need to invest in and support infill and redevelopment in and around the City's central core all as recognized in various adopted planning documents and in the adopted 2020 *One Grand Junction Comprehensive Plan* key strategies which specifically call for the City to:

- "Partner in the development of housing strategies for the community including options for housing incentives," and
- Promote "more opportunities for housing choices that meet the needs of people of all ages, abilities and incomes."

In the 2013 adopted *Greater Downtown Plan* certain key strategies call for the City to:

- "Promote Downtown living by providing a wide range of housing opportunities, primarily in the Downtown District;"
- "Support a regional housing strategy with an emphasis on infill, downtown housing;
- "Jump-start the revitalization and reinvestment in the Downtown District with strategic catalyst projects;" and
- "Encourage both regulatory and financial solutions including public subsidies and creative financing mechanism."

The *Greater Downtown Plan* also notes that "Public-private partnerships are essential, and that local government needs to have strong involvement, a visible presence, perhaps be the entity that provides continuing leadership, regulatory incentives and seed capital for early projects."

The *North Avenue Corridor Implementation Plan* specifically calls for the City to:

- "Establish a City infill and redevelopment policy and define what types of activities would receive consideration for development incentives. Incentives can include many different choices including paying required fees, constructing off-site improvements, undergrounding utilities, etc."

Consistent with policies and strategies of adopted plans and planning documents, including the *Comprehensive Plan*, the *Greater Downtown Plan*, and the *North Avenue Corridor*

Implementation Plan, the City Council hereby creates and establishes a new incentive that further promotes investment in the City's central areas and important commercial corridors.

With the adoption of this Resolution, the City expands its incentive offering(s) and further encourages infill in and along corridors in and near the City's center utilizing a "Level" approach to the offering of incentives that is relative to the value of the private investment made in improvements in such corridors.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND UNCTION, COLORADO:


That the Corridor Infill Incentive is hereby established together with Attachments A-C hereto, which are hereby adopted and made effective immediately and shall apply as follows for the reasons stated in the foregoing Recitals and in the interest of advancing the health, safety and welfare of the City as follows:


**Corridor Infill Incentive.**

1. The Corridor Infill 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 unit(s) with a cost (confirmed by a written 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 are or 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 Attachment C, Corridor Infill Incentive Administration Procedures; and
4. Without further action of the City Council is set to expire on December 31, 2025.

ADOPTED AND APPROVED THIS 7<sup>th</sup> day of September 2022.

ATTEST:

  
Amy Phillips  
City Clerk

  
Anna M. Stout  
President of the City Council

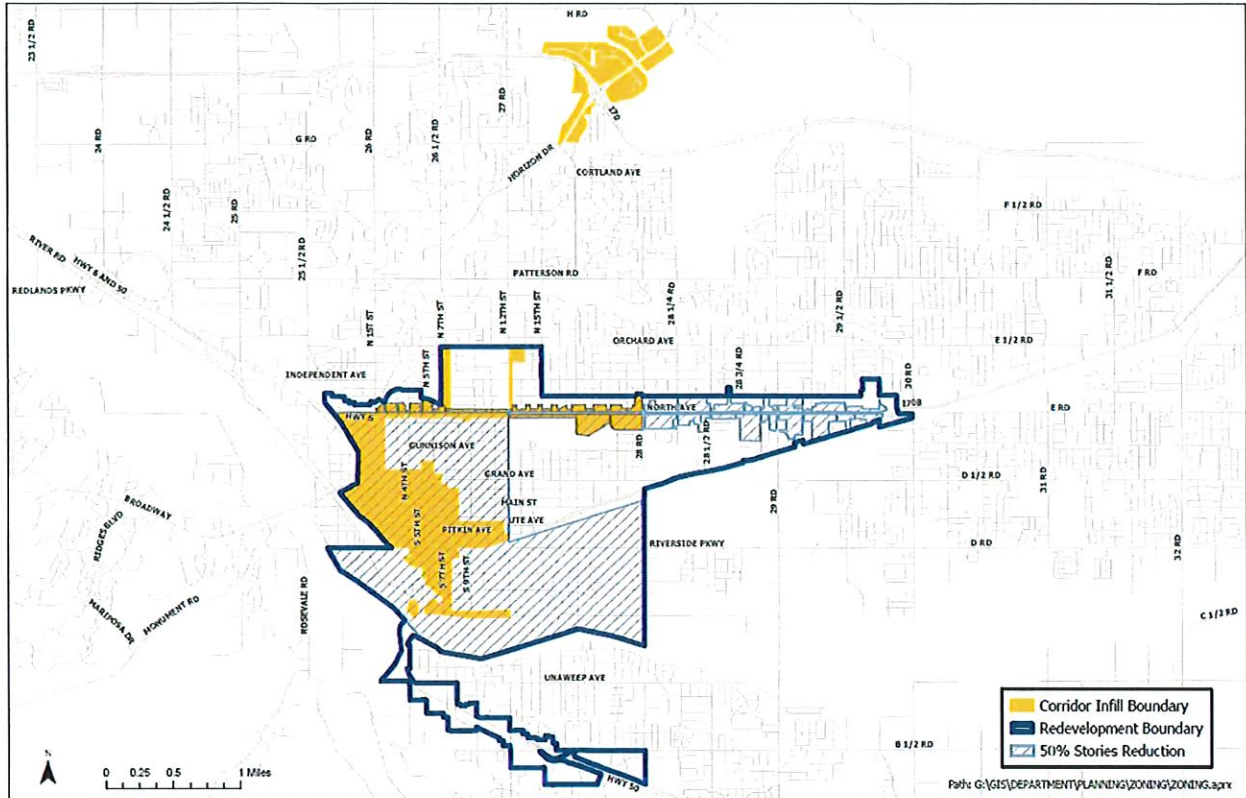




# ATTACHMENT A

## CORRIDOR INFILL BOUNDARY (ORANGE)

### RESOLUTION 74-22



**ATTACHMENT B  
CORRIDOR INFILL CALCULATION  
RESOLUTION 74-22**

	<b>Private Investment Cost*</b> *Not including land value	<b>Incentive</b>
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

**ATTACHMENT C**  
**CORRIDOR INFILL INCENTIVE ADMINISTRATION 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 a Corridor Infill Incentive.
2. At a minimum, the application for a Corridor Infill 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 redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.
  - 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 are any known uncertainties for the Project;
  - d. Description of the developer's experience with and capacity to implement the proposed Project;
  - e. Amount of the incentive being requested;
  - f. A preliminary financing plan including project budget and a 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 purpose and applicability of the Corridor Infill Incentive and that demonstrates ability and capacity to perform will be recommended 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 a Corridor Infill Incentive is for more than one year each year shall be subject to annual appropriation. The City Council may choose to utilize the General Fund or other special revenue fund(s) 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 a Corridor Infill Incentive 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 Corridor Infill Incentive;
  - d. Remedy(ies) for default;

- e. Recording memorandum; and,
  - f. Other provisions, as deemed appropriate by the City Attorney.
6. The Project shall submit a quarterly report of actual expenditures and a report of actual expenditures upon Project completion. Pursuant to the Agreement and Payment Schedule (5.c) the incentive shall be credited or paid upon verification of costs consistent with Level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost.

**Definitions.**

1. "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 are include for sale detached or attached single-family dwelling units or accessory dwelling units;
2. "Fees" mean
  - 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.
  - d) "Open Space In-Lieu Fee means a fee collected in lieu of dedicating 10 percent of a property as open space for public use.
  - e) "Sales and Use Tax" means a tax collected by the City of Grand Junction as General Revenue. Does not include any sales or use tax for public safety (0.5%) and capital (0.75%) in accordance with voters approved and directed uses.



**Grand Junction City Council**

**Regular Session**

**Item #7.b.i.**

---

**Meeting Date:** January 4, 2023  
**Presented By:** Nicole Galehouse, Principal Planner  
**Department:** Community Development  
**Submitted By:** Nicole Galehouse, Principal Planner

---

**Information**

**SUBJECT:**

An Ordinance to Rezone 2.11 Acres from PD (Planned Development) to C-1 (Light Commercial) Located at 2992 Patterson Road

**RECOMMENDATION:**

The Planning Commission heard this request at the December 13, 2022, meeting and voted (6 to 0) to recommend approval of the request.

**EXECUTIVE SUMMARY:**

The Applicant, Alex Vat, on behalf of Lucky You Properties, LLC, Property Owner, is requesting a rezone from PD (Planned Development) to C-1 (Light Commercial) for 2.11-acres located at 2992 Patterson Road. The requested C-1 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Commercial, if approved.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

The subject property is situated along Patterson Road at the northwest intersection with 30 Road. The property currently has a vacant building that was formerly occupied by the Rite Aid Pharmacy. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020. The current City zoning for the property is PD; the Planned Development associated with this zoning was for the Rite Aid formerly on the site. The PD limited the use on the site to retail uses and specifically limited the drive-through component to pharmacy use. As the pharmacy is no longer in business, the applicant is seeking to rezone the property to C-1 to provide more flexibility for future use of the building.

The property was annexed by the City in 1999. It is located within Tier 1 on the

Intensification and Growth Tiers Map of the Comprehensive Plan, supporting the request to intensify land use through redevelopment in this area. The “Commercial” land use designation within this category is implemented through zone districts which provide for concentrated areas of retail, services, and employment that support both City residents and those in the surrounding region.

The purpose of the C-1 (Light Commercial) zone district is to provide indoor retail, service and office uses requiring direct or indirect arterial street access, and business and commercial development along arterials. As noted above, the C-1 zone district encourages development on sites which make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between uses. The building on-site has existing access to utility services and is located at a major intersection.

In addition to the C-1 (Light Commercial) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Commercial:

- a. M-U (Mixed Use)
- b. B-P (Business Park)
- c. I-O (Industrial/Office Park)
- d. C-2 (General Commercial)
- e. CSR (Community Services and Recreation)
- f. MXR-8 (Mixed Use Residential)
- g. MXG-3, 5, 8 (Mixed Use General)
- h. MXS-3, 5, 8 (Mixed Use Shopfront)
- i. MXOC (Mixed Use Opportunity Corridors)

The properties adjacent to the subject property to the north and west are still in the County with a zoning of RSF-4 (Residential Single Family – 4), with a City future land use designation of Residential Low. The properties to the east are within the City, zoned B-1 (Neighborhood Business) and a City land use designation of Commercial. Properties to the south are within the City, zoned R-4 with a future land use designation of Residential Medium.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone request was held at the property on Monday, August 15, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The applicant and their representatives were in attendance, along with a representative from City staff and approximately four neighbors. The owner’s representative provided an overview of the proposed development and the reason for the rezone. Discussion at the neighborhood meeting included hours of operation for the proposed change of use, timing of the ongoing processes, concern about potential conflicts of traffic on the site with children walking to school, and support of repurposing the building.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the

Zoning and Development Code. The subject property was posted with a new application sign on November 28, 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 December 2, 2022. The notice of this public hearing was published December 6, 2022, in the Grand Junction Daily Sentinel.

**ANALYSIS**

The criteria for review are set forth in Section 21.02.140 (a) of the Zoning and Development Code, which provides that the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property was previously zoned Planned Unit Development in Mesa County prior to its annexation in 1998. When the property annexed, it was assigned Planned Business (later replaced by Planned Development) zone district. The zone district was specific to the construction of a Rite Aid pharmacy with a drive-through. The ordinance adopting the zone of annexation limited the drive through on the building to a pharmacy use. Since the pharmacy has since gone out of business, the original premises of the condition is no longer valid. The rezone to C-1 will allow for utilization of the drive-through for any retail sales operation on the site. Therefore, staff finds that this criterion is met.

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

The existing structures have been on the site since 1999. The surrounding neighborhoods have been in place since at least the 1980s, consisting of primarily low-density residential neighborhoods. While the amendment is consistent with the Comprehensive Plan, the character of the area has been stable and is not the impetus for the request. Therefore, Staff finds that this criterion has not been met.

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

Public sanitary sewer service, Ute Water domestic water service, Xcel electrical gas and power service, stormwater sewer through Grand Valley Drainage District, and irrigation through Palisade Irrigation District are available to the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the C-1 zone district. Therefore, Staff finds that this criterion is met.

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

The Patterson corridor east of 12<sup>th</sup> Street is dominated by residential neighborhoods. By providing additional commercial properties in this area the requested rezone will allow for diversification and increased retail opportunities. Therefore, Staff finds this criterion to be met.

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

The current structure on the property is vacant and reuse of the site is limited by the inability to use the drive-through for anything but a pharmacy. By rezoning the property to C-1 the City will see commercial property coming back on the tax rolls. In many cases, vacant buildings can also become grottos for dangerous activity, so bringing this site back into normal operations reduces the opportunity for crime. Therefore, Staff finds this criterion to be met.

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

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

Land Use Plan: *Relationship to Existing Zoning*

- Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
- The 2020 Comprehensive Plan provides the subject property with a land use designation of commercial. As outlined in the background section of this staff report, the C-1 zone district is a permissible district to implement the Commercial designation.

Plan Principle 3: *Responsible and Managed Growth*

- Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
- Goal: Encourage infill and redevelopment to leverage existing infrastructure.
- The proposed rezone will provide for reuse of an existing structure that already has access to infrastructure. In addition to basic utilities, the intersection at 30 Road is already signaled, ensuring that there is adequate traffic management.
- Goal: Support the development of neighborhood-centered commercial uses and mixed-use development.



- This goal of the Comprehensive Plan encourages a mix of uses in neighborhood centers and along prominent corridors. The requested rezone will increase the flexibility of the site to appeal to a variety of users.

Plan Principle 8: *Resource Stewardship*

- Goal: Promote the use of sustainable development.
- Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the City. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure, which is already available on the site of the proposed rezone.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Lucky You Rezone request, for a rezone from PD (Planned Development) to C-1 (Light Commercial) for the property located at 2992 Patterson Road, the following findings of facts have been made:

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

Therefore, Planning Commission recommended approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact from this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5120, an ordinance rezoning approximately 2.11 acres from PD (Planned Development) to C-1 (Light Commercial), located at 2992 Patterson Road on final passage and order final publication in pamphlet form.

**Attachments**

1. Lucky You Rezone Dev Application
2. Lucky You Site Maps & Pictures of Site
3. Neighborhood Meeting Notes
4. Planning Commission Minutes - 2022 - December 13 - Draft
5. ORD-2992 Patterson Lucky You rezone 121422

## Development Application

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

Petition For:

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:			
Existing Land Use Designation	<input type="text" value="Commercial"/>	Existing Zoning	<input type="text" value="PD"/>
Proposed Land Use Designation	<input type="text" value="Commercial"/>	Proposed Zoning	<input type="text" value="C-1"/>

### Property Information

Site Location: <input type="text" value="2992 Patterson Road"/>	Site Acreage: <input type="text" value="2.11"/>
Site Tax No(s): <input type="text" value="2943-054-00-113"/>	Site Zoning: <input type="text" value="PD"/>
Project Description: <input type="text" value="Change in Zoning from PD to C-1"/>	

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

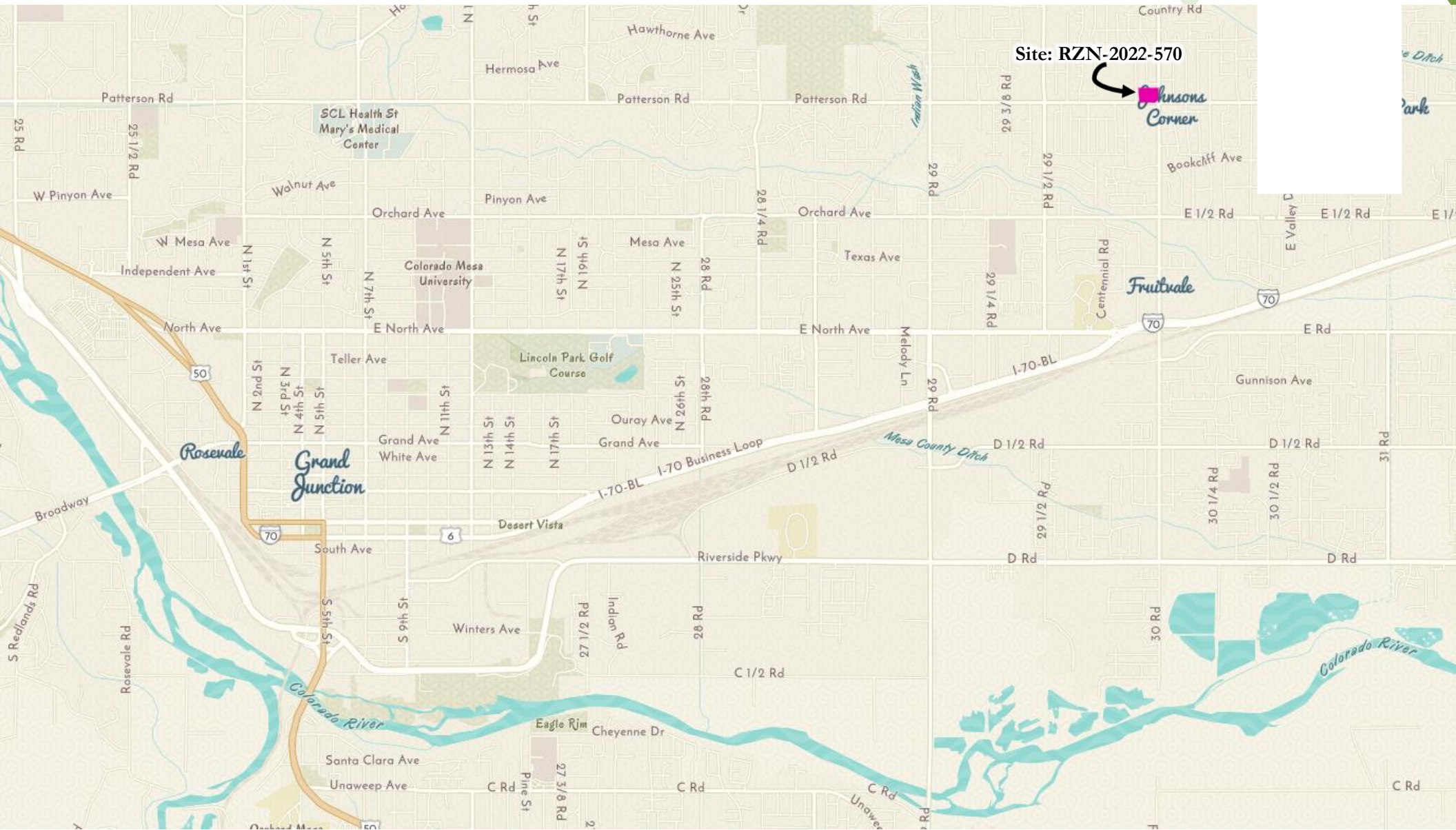
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application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

Signature of Person Completing the Application	<input type="text" value="Tom Logue"/>	Date	<input type="text" value="August 11, 2022"/>
Signature of Legal Property Owner	<input type="text" value="Alex Kompheak Vat"/>	Date	<input type="text" value="08/15/2022"/>

Digitally signed by Tom Logue  
 DN: cn=Tom Logue, o=cju, email=talldc@msn.com, c=US  
 Date: 2015.09.29 05:46:27 -0600

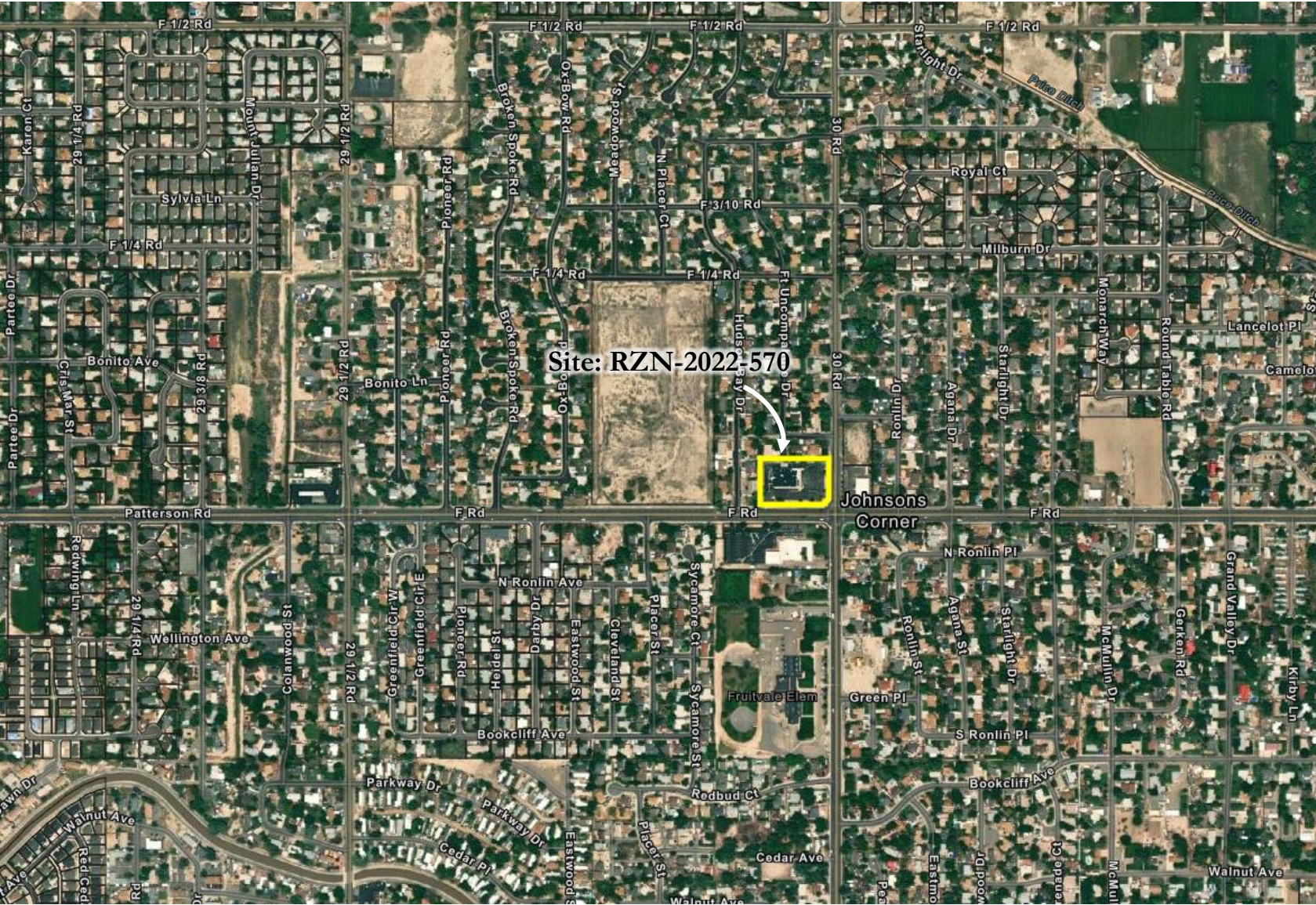
# Lucky You Rezone

## Vicinity Map



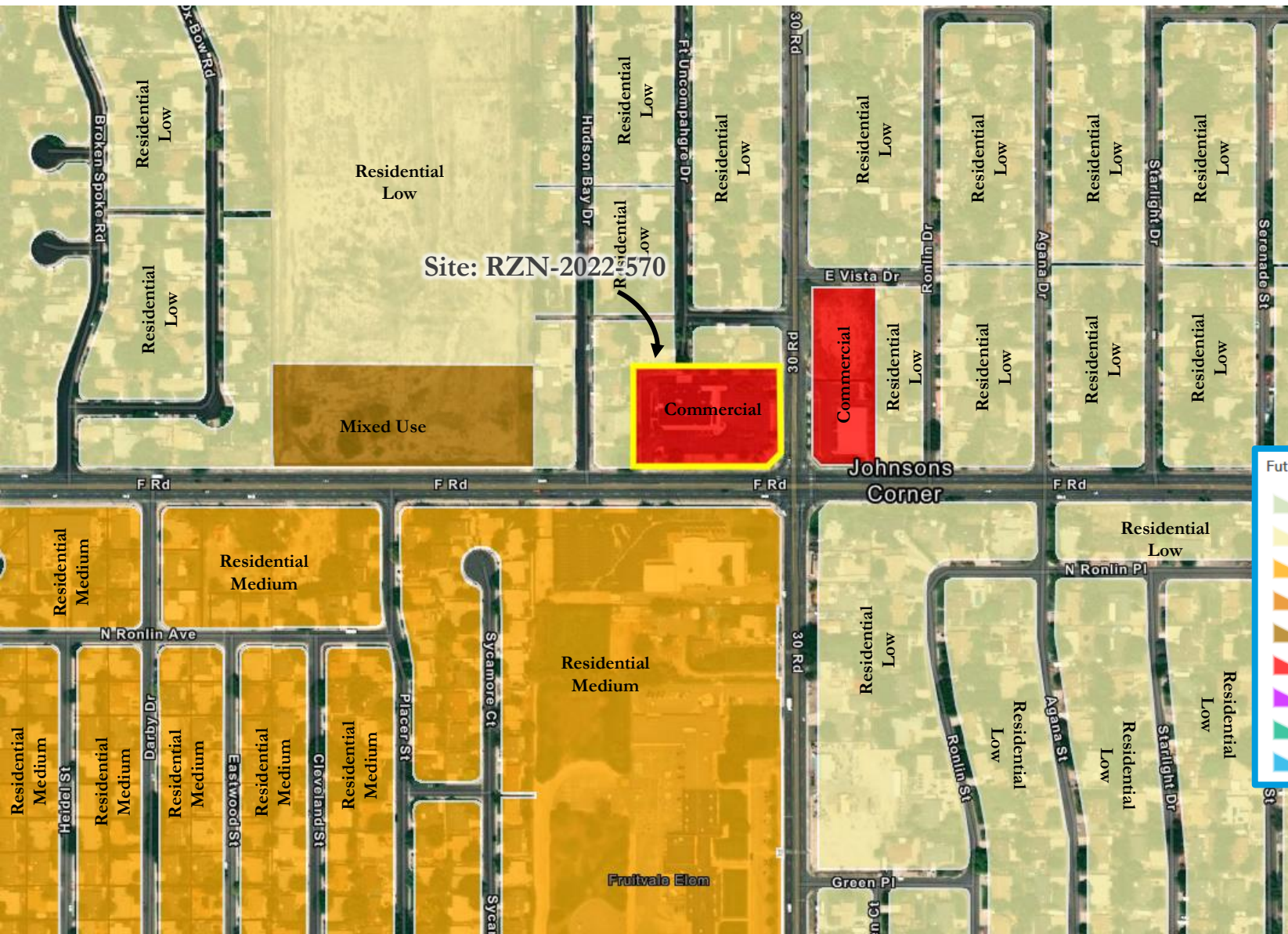
# Lucky You Rezone

## Site Location Map



# Lucky You Rezone

## Land Use Map

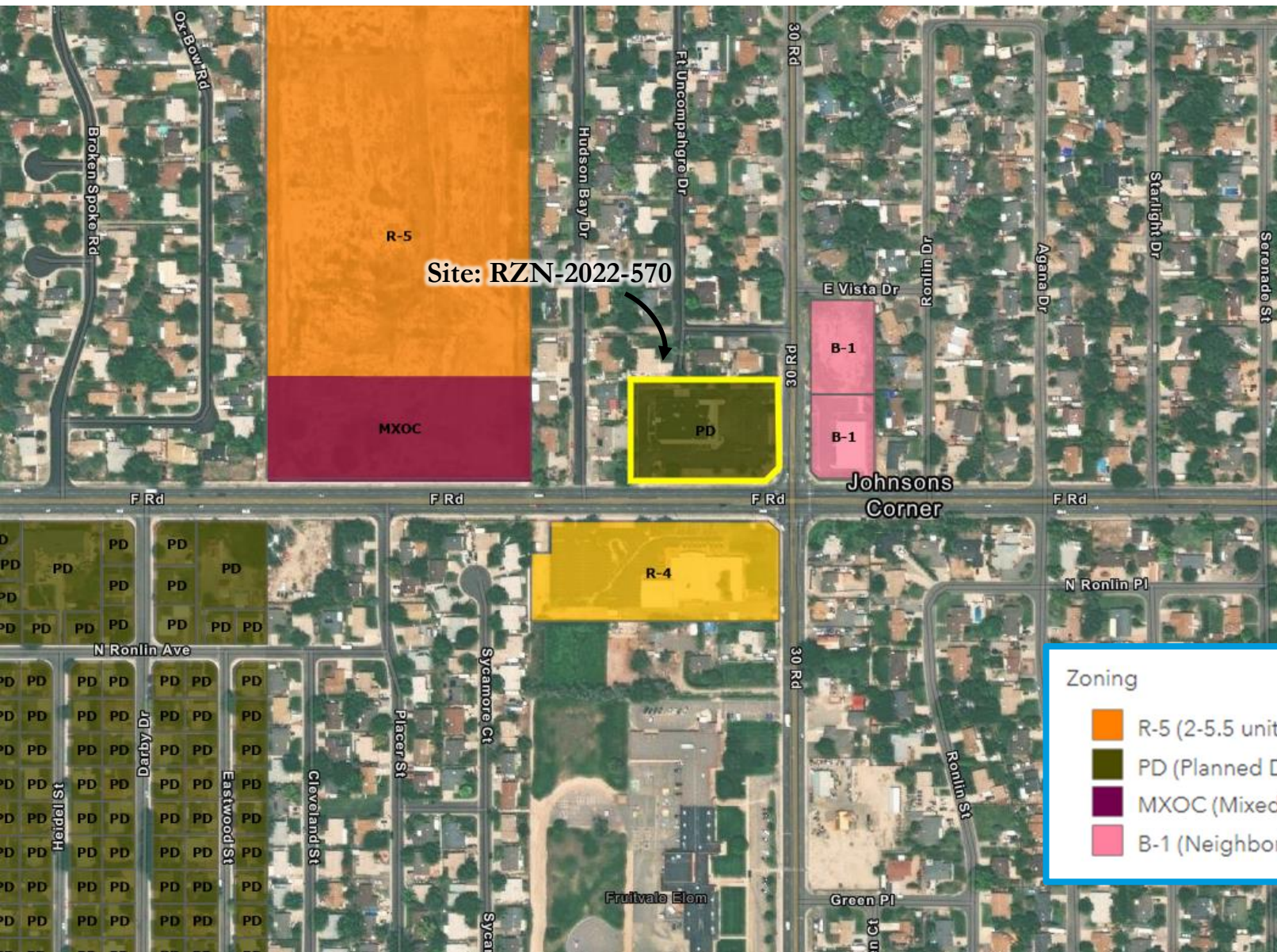


**Future Land Use**

- Rural Residential (1 DU/5 Acres)
- Residential Low (2 -5.5 DU/Acre)
- Residential Medium (5.5 -12 DU/Acre)
- Residential High (12+ DU/Acre)
- Mixed Use
- Commercial
- Industrial
- Parks and Open Space
- Airport

# Lucky You Rezone

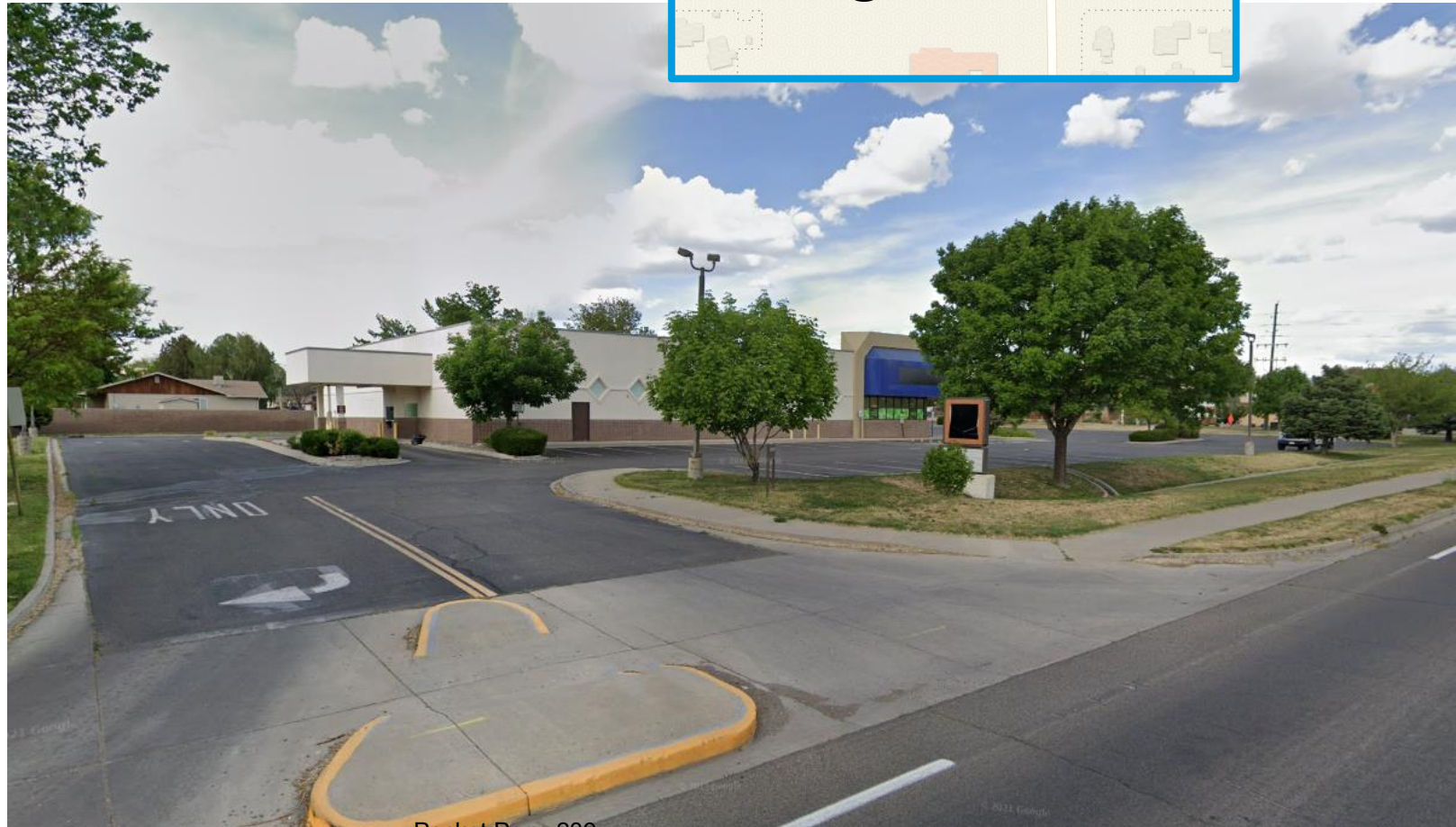
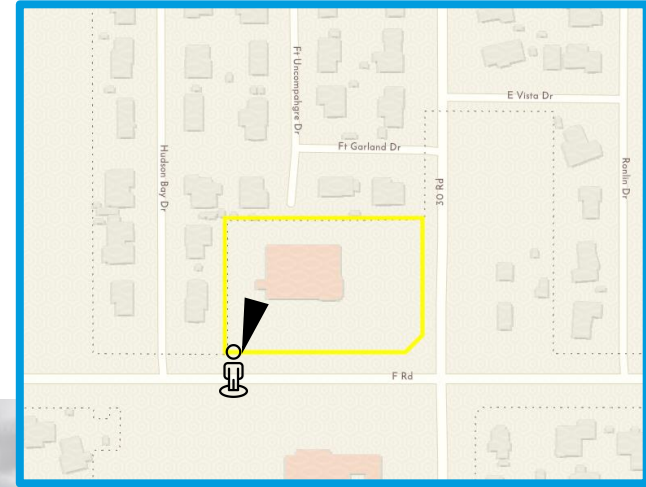
## Zoning Map



# Lucky You Rezone

## Site Photo

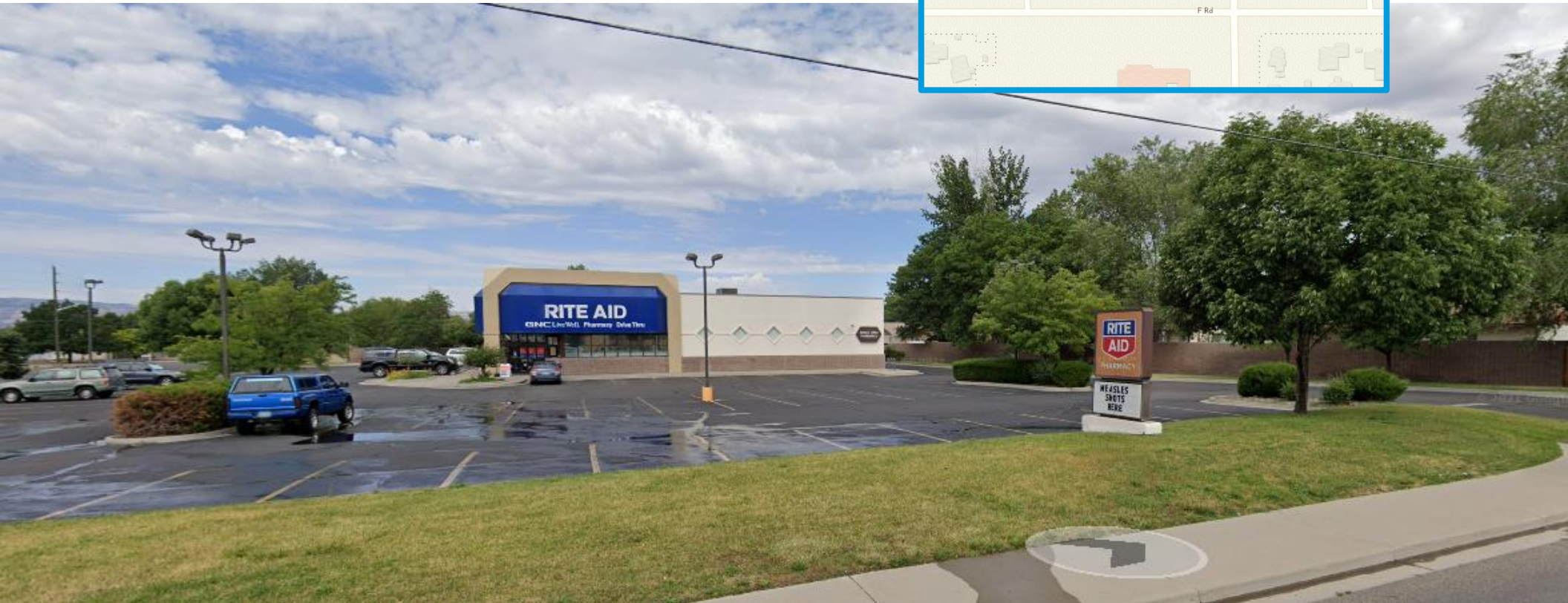
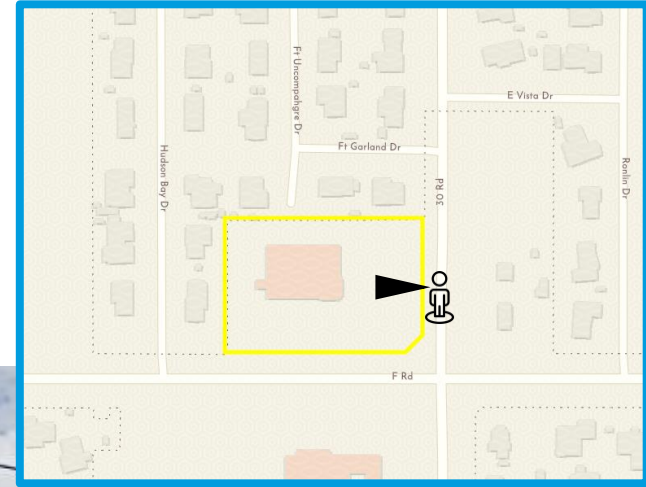
Google Maps street view of property looking north from Patterson Road



# Lucky You Rezone

## Site Photo

Google Maps street view of property looking west from 30 Road





LUCKY YOU LIQUOR  
Rezone Application Request  
**NEIGHBORHOOD MEETING**  
August 16, 2022

A neighborhood meeting to discuss the pending Rezone and Preliminary/Final Plan application request was held at 5:30 p.m. on August 15 at 2992 Patterson Road, the old Rite Aid building.

In addition to the applicant, his representative and City Planning Staff Member, four neighbors out of the approximately 70 that were notified of the Neighborhood Meeting attended. An attendance roster is attached.

The owner and his representative provided a brief overview of the proposal, focusing on why a zone change was necessary. The meeting lasted about 45 minutes.

Topics specific to the proposal discussed mainly included:

- The hours of operation.
- Scheduling of the remodel and zone change process.
- Possible conflicts between traffic and children walking to and from Fruitvale Elementary School.
- Support of repurposing the building.

Respectfully submitted,

Alex Vat, Manager  
Lucky Us Properties, LLC.

Attachment: Attendance Roster



**GRAND JUNCTION PLANNING COMMISSION**  
**December 13, 2022, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:33 p.m. by Commissioner Ehlers.

Those present were Planning Commissioners; Keith Ehlers, Kimberly Herek, Sandra Weckerly, Shanon Secrest, JB Phillips, and Melanie Duyvejonck.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Dave Thornton (Principal Planner), Nicole Galehouse (Principal Planner) and Jacob Kaplan (Planning Technician).

There were 11 members of the public in attendance, and 2 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

Minutes of Previous Meeting(s) from November 8th, 2022.

**2. Brookwillow Village Filing Six-Vacation of Public ROW **VAC-2022-673****

Consider a request by Senergy Builders, Darin Carei, to vacate a portion of Brookwillow Drive Right of Way totaling 660 square feet in a PD (Planned Development) zone district.

**3. Brookwillow Village Filing Six-Vacation of Easement **VAC-2022-674****

Consider a request by Senergy Builders, Darin Carei, to vacate two sections of multi-purpose easement paralleling Brookwillow Drive totaling 1332 square feet in a PD (Planned Development) zone district.

**4. Horizon Cache-Vacation of Slope Easement **VAC-2022-771****

Consider a request by Bray Commercial LLC - Sid Squirrell to vacate a slope easement on 2.4634 acres in a C-1 (Light Commercial) zone district.

**REGULAR AGENDA**

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**1. Grand Valley Estates Annexation **ANX-2022-478****

Consider a request by Grand Junction Venture LLC to zone 17.42 acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) located at the northeast corner of 31 Rd and E ½ Rd.

**Discussion**

Nicole Galehouse, Principal Planner, noted a discrepancy in the proposed zoning between the agendized item and the mailed notices. She proposed continuing the item to the next public hearing.

**Motion and Vote**

Commissioner Duyvejonck made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at the northeast corner of 31 Rd and E ½ Rd, City file number ANX-2022-478, I move that the Planning Commission reschedule the item to the next public hearing.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**2. Lucky You Rezone RZN-2022-**

**570**

Consider a request by Lucky You Properties, LLC, to rezone 2.11 acres from PD (Planned Development) to C-1 (Light Commercial) located at 2992 Patterson Road.

**Staff Presentation**

Nicole Galehouse, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Tom Logue was present and available for questions

**Questions for staff**

Commissioner Ehlers asked if the site conforms to the C-1 zone.

**Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, December 6, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

*The public hearing was closed at 5:50 p.m. on December 13, 2022*

**Discussion**

**Motion and Vote**

Commissioner Secrest made the following motion “Mr. Chairman, on the Rezone request for the property located at 2992 Patterson Road, City file number RZN-2022-570, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**3. Zoning & Development Code Amendment-Landscaping Standards ZCA-2022-170**

Consider an amendment to the Zoning and Development Code Section 21.06.040 Landscape, Buffering, and Screening Standards; Section 21.10.020 Terms Defined; Section 21.03.030 Measurements; Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table; and Section 21.04.030 Use-Specific Standards of the Grand Junction Municipal Code.

**Staff Presentation**

Felix Landry, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for staff**

Commissioner Duyvejonck inquired about the specific requirements for developers seeking to obtain irrigation certification.

Commissioner Weckerly asked what language specifically would be changing with adoption of the proposed code amendment.

Commissioner Ehlers argued that the proposed amendment did not completely align with the goals of the Comprehensive Plan. He asked if there were any code requirements for the location of trees in the city. He inquired about how significant trees would impact private homeowners wanting to develop on their property. He asked if the significant trees are specifically required when designing a landscape plan. He remarked on the potential inequity that preserving significant trees posed for developers and wondered if the punitive measures of the amendment should be removed.

Commissioner Secret gave an example of preserving significant trees having a potentially adverse impact on the value of a property, and how landowners might be incentivized to clearcut in order to maximize the space available to a developer. He inquired as to who were the most vocal stakeholders in discussions about the proposed amendment.

Staff responded to commissioner questions and comments.

### **Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, December 6, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Kamie Long commented that these significant trees mainly grow in high-water areas which are typically seen as undesirable for development. She argued that the ordinance was equitable because there would be a measurable metric instead of evaluating each site on a case-by-case basis.

Kelly Maves argued that the canopy exists because of development. She requested that the commission remove the language on significant trees from the proposed amendment.

Don Pedigro remarked on the increased cost incurred by developers if they need to work around the significant trees.

Ron Abeloe added to the comments about development being the dominant driver of canopy creation in the Valley. He also argued that Cottonwoods were not worth consideration because they require too much water to maintain.

Greg Dahl echoed the concerns about increased cost of development. He commented that there should be incentives for developers who choose to preserve trees.

Kamie Long spoke again on behalf of the Forestry Board and addressed some of the comments made by the other attendants.

*The public hearing was closed at 7:22 p.m. on December 13, 2022*

## **Discussion**

Staff spoke about the existing incentives for developers who choose to preserve significant trees and noted that the existing regulations protect significant trees, but it is up to the discretion of the Community Development director.

Commissioner Weckerly reiterated that the strike and underline of the existing code was unclear as to the actual proposals of this amendment. She added that the significant tree proposal might be especially detrimental to development in areas with limited water availability and would be counterintuitive to water conservation efforts.

Commissioner Herek voiced her support for keeping the language about significant trees in the amendment.

Commissioner Phillips commented that it would be good to identify who was speaking on behalf of the city prior to opening a public hearing. He wondered if the significant trees would hamper development and who should incur the costs of preserving trees.

Commissioner Duyvejonck argued in favor of preserving existing mature trees and that there should be costs and permits in order to remove trees from a site.

Commissioner Secret outlined the reasons he both supported and was opposed to the amendment.

Commissioner Ehlers spoke briefly on his own desire to maintain tree canopy. He further argued his opposition to penalties against developers who are removing trees to maximize habitable space.

## **Motion and Vote**

Commissioner Weckerly made the following motion "Mr. Chairman, on the request to amend the Zoning and Development Code Section 21.06.040 Landscape, buffering, and screening standards and related sections of the Grand Junction Municipal Code, file number ZCA-2022-170, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report, with the elimination of all reference to the proposed significant trees language."

*Commissioner Ehlers seconded; motion failed 1-5.*

Commissioner Duyvejonck made the following motion “Mr. Chairman, On the request to amend the Zoning and Development Code Section 21.06.040 Landscape, buffering, and screening standards and related sections of the Grand Junction Municipal Code, file number ZCA-2022-170, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

*Commissioner Herek seconded; motion failed 3-3.*

## **OTHER BUSINESS**

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## **ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting; Commissioner Ehlers seconded.  
*The vote to adjourn was 7-0.*

The meeting adjourned at 8:12 p.m.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE REZONING APPROXIMATELY 2.11 ACRES FROM PD (PLANNED DEVELOPMENT) TO C-1 (LIGHT COMMERCIAL) LOCATED AT THE NORTHWEST CORNER OF PATTERSON ROAD AND 30 ROAD**

Recitals:

Lucky You Properties, LLC, Property Owner, owns a parcel located at 2992 Patterson (northwest corner of Patterson Road and 30 Road) of approximately 2.11 acres (referred to herein and more fully described below as the "Property").

The Property is designated *Commercial* by the Comprehensive Plan Land Use Map and is currently zoned Planned Development (PD). The Property Owner proposes that the Property be rezoned from PD to Light Commercial (C-1).

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 C-1 zone district, finding that the C-1 zoning conforms to and is consistent with the Comprehensive Plan Land Use designation of Commercial, 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 C-1 zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

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

**Parcel No. 2943-054-00-113**

BEGINNING at the Southeast corner of Section 5, Township 1 South, Range 1 East of the Ute Meridian,

thence South 89°56'20" West 410.00 feet;

thence North 00°11'40" West 300.00 feet;

thence North 89°56'20" East 410.00 feet;

thence South 00°11'40" East 300 feet to the POINT OF BEGINNING;



EXCEPT that parcel conveyed to the County of Mesa in instrument recorded March 23, 1982, in Book 1363 at Page 261;

AND EXCEPT that parcel conveyed to the County of Mesa in instrument recorded December 16, 1998, in Book 2527 at Page 69.

Said parcel containing an area of 2.11 Acres, as herein described.

Introduced on first reading this 21<sup>st</sup> day of December 2022 and ordered published in pamphlet form.

Adopted on second reading this 4<sup>th</sup> day of January 2023 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk

\_\_\_\_\_  
Anna Stout  
President of the City Council

DRAFT



## Grand Junction City Council

### Regular Session

Item #7.b.ii.

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**Meeting Date:** January 4, 2023  
**Presented By:** Nicole Galehouse, Principal Planner  
**Department:** Community Development  
**Submitted By:** Nicole Galehouse, Principal Planner

---

### Information

#### **SUBJECT:**

An Ordinance to Vacate a 50 Foot x 44 Foot Piece of Right-of-Way Located Adjacent to a 2.26 Acre Parcel Located at the Eastern Side of Brookwillow Loop between Orion Way and Wolcott Avenue

#### **RECOMMENDATION:**

The Planning Commission heard this request at the December 13, 2022, meeting and voted (6 to 0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, PXP1 Brookwillow, LLC, is requesting the vacation of a 50-foot x 44-foot portion of right-of-way (ROW) known as Brookwillow Drive, located on the eastern side of Brookwillow Loop between Orion Way and Wolcott Avenue. The vacation area contains approximately 2,202 square feet of land.

The subject property is part of the Brookwillow Subdivision. The applicant is in the process of site plan approval for a multifamily development on the property to the east of the requested right-of-way vacation. During the review, it was determined that the right-of-way vacation would allow the project to better utilize the space for the project and would eliminate the City's responsibility for maintenance of a driveway to a private development.

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

##### **BACKGROUND**

The subject vacation area of 2,202 square feet is located approximately 1,100 feet east of 24 ½ Road on the eastern side of Brookwillow Loop between Orion Way and Wolcott Avenue. The right-of-way was dedicated in 2006 as part of the Brookwillow Village Planned Unit Development plat. In this early phase of the development, Brookwillow

Drive was created with the idea of providing connectivity to the east. As the project has reached buildout and other properties to the east have developed, the need for this connection is no longer present.

The proposed vacated area will be incorporated into the overall site design. The Applicant has requested to vacate the right-of-way and abutting multipurpose easements (VAC-2022-674, under separate consideration) to allow for the subject area to function as a driveway into the multifamily site and to allow for additional parking. Given that the right-of-way only provides access to this one site, the Applicant is requesting the vacation of the right-of-way to accommodate the proposed development.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting was held on November 7, 2022 at Appleton Elementary. There were four attendees from the public in addition to the applicant, one of their staff, and City staff. Neighbors were unopposed to the vacation of the right-of-way but expressed concern about there being inadequate parking in the area.

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 October 3, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on December 2, 2022. The notice of this public hearing was published December 6, 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 2,202 square feet 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 only provides access into a single development site.

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 proposed development will take access from Brookwillow Loop. Additionally, should the plans change, the site is surrounded on all sides by rights-of-way so has additional opportunities for access. 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. 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. The site plan review is complete and has identified adequate public facilities and services for the development. 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 and functions as more of a driveway than a right-of-way. Approval of this request will remove the maintenance requirements of the City on private development. As such, Staff finds that this criterion has been met.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Brookwillow Village F6 – Public Right-Of-Way Vacation, VAC-2022-673, located adjacent to a 2.26-acre parcel located at the eastern side of Brookwillow Loop, between Orion Way & Wolcott Avenue, the following findings of fact have been made:

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

Therefore, Planning Commission recommended approval of the request.

**FISCAL IMPACT:**

Average value of property and right-of-way can range broadly. The City received an MAI Appraisal from the project within the general area in 2021 that provided a value of approximately \$268,675 per acre or \$6.17 per square foot. This request includes vacating approximately 2,202 square feet of right-of-way which would result in a value of approximately \$13,586.34. This estimation of value is for informational purposes only. No compensation is being requested for this vacation.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5121, an ordinance vacating a 50-foot x 44-foot portion of ROW located adjacent to a 2.26-acre parcel located at the eastern side of Brookwillow Loop between Orion Way and Wolcott Avenue on final passage and order final publication in pamphlet form.

**Attachments**

- 1. BWV F6 ROW Dev Application
- 2. Site Location, Aerial, Land Use, Zoning, Esmt Exh
- 3. BWV F6 Vacation Ordinance
- 4. Planning Commission Minutes - 2022 - December 13 - Draft

## Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

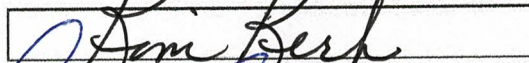
Contact Person:

Contact Phone #:

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

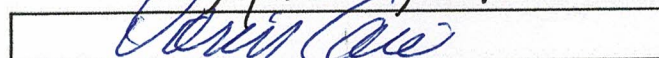
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application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

Signature of Person Completing the Application



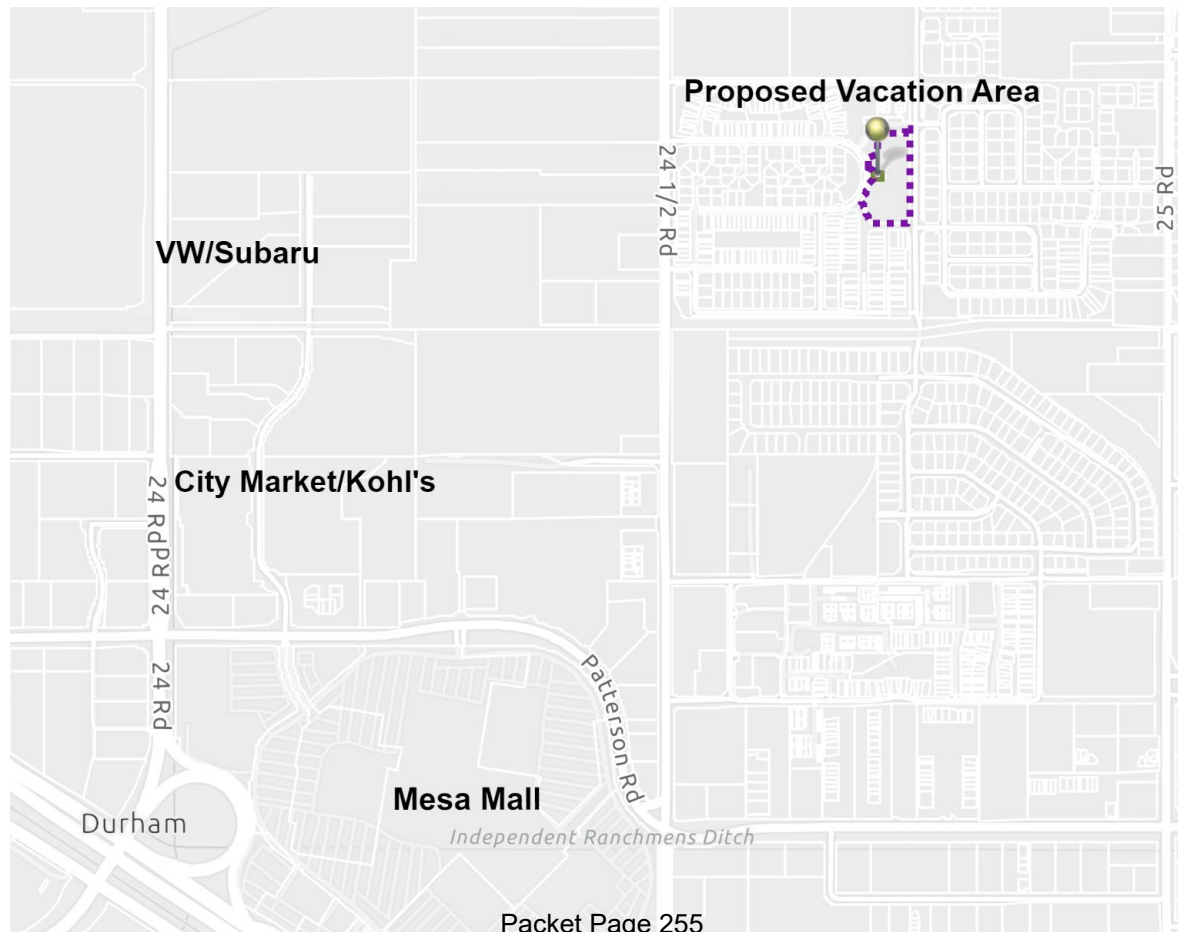
Date

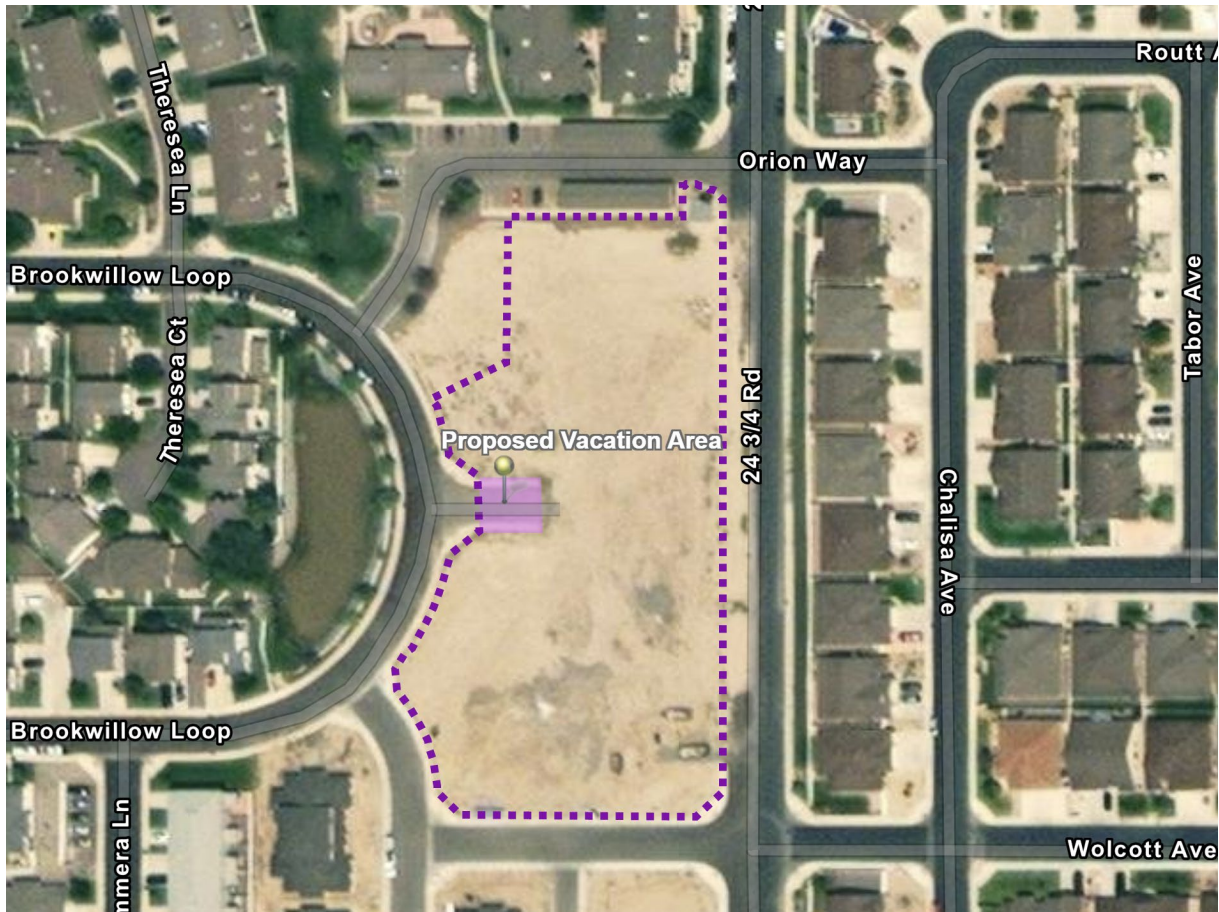
Signature of Legal Property Owner



Date

# Site Location Map



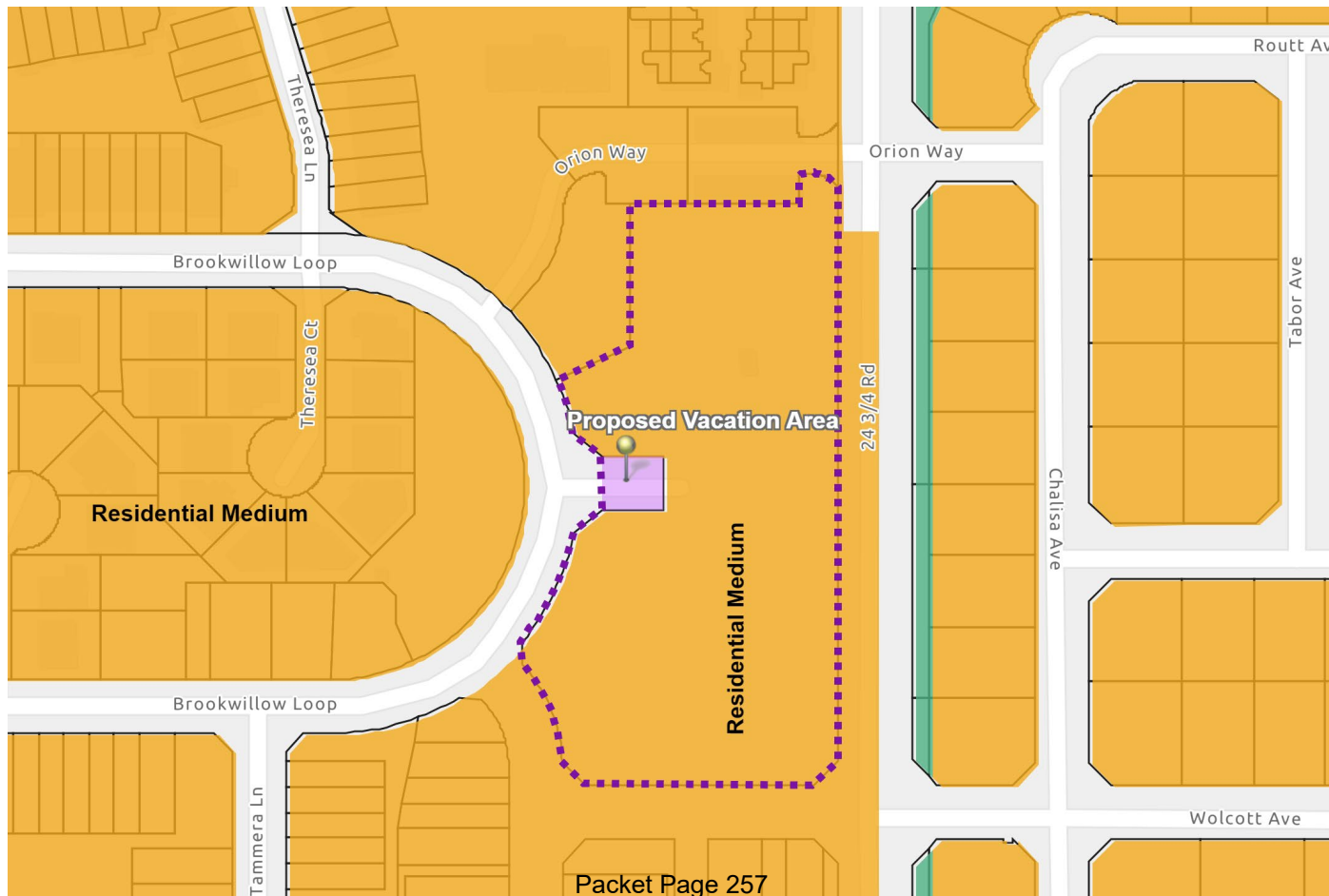


# Aerial Photo Map

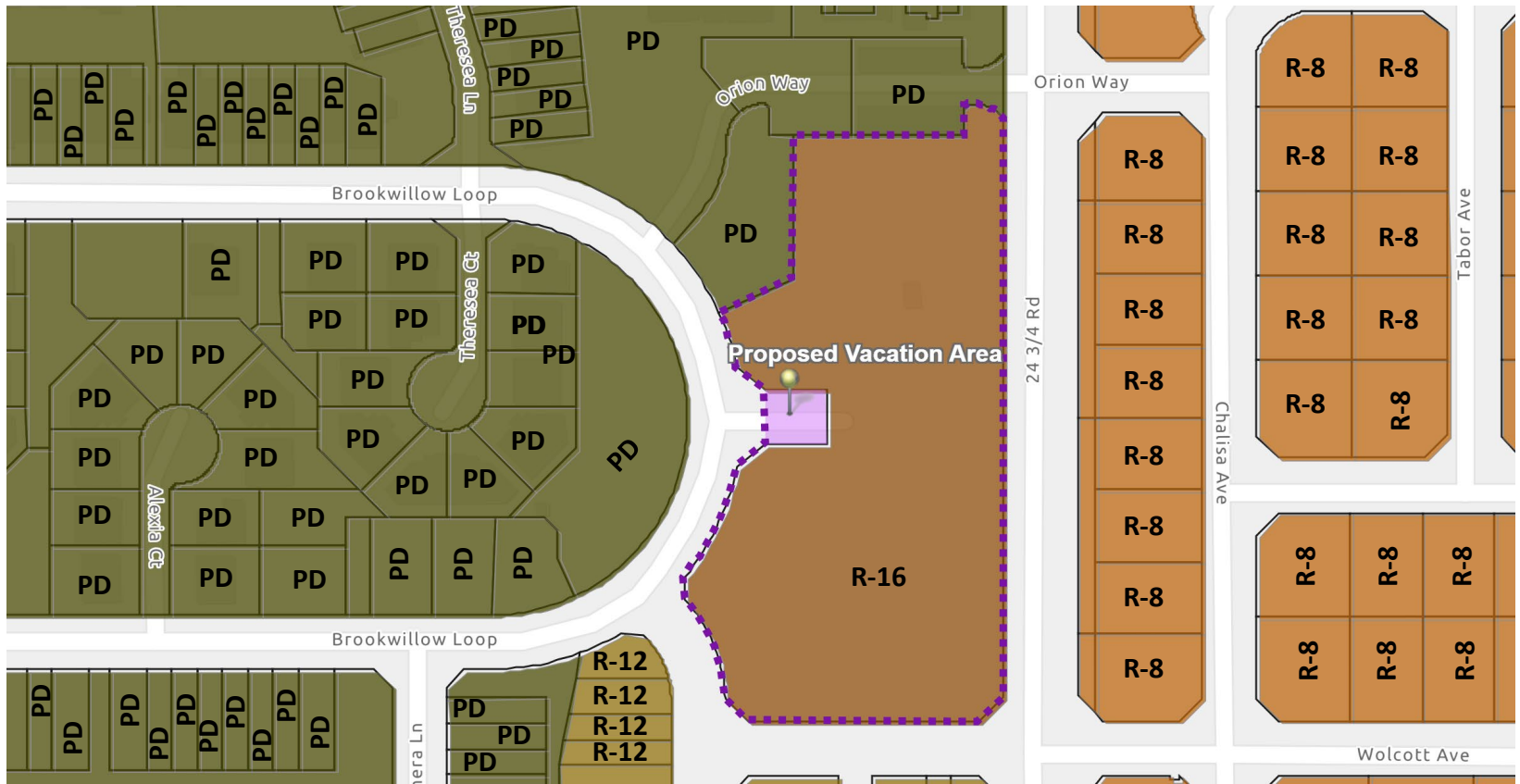
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# Future Land Use Map

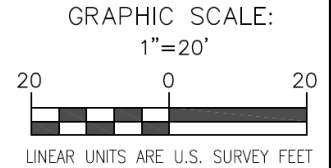
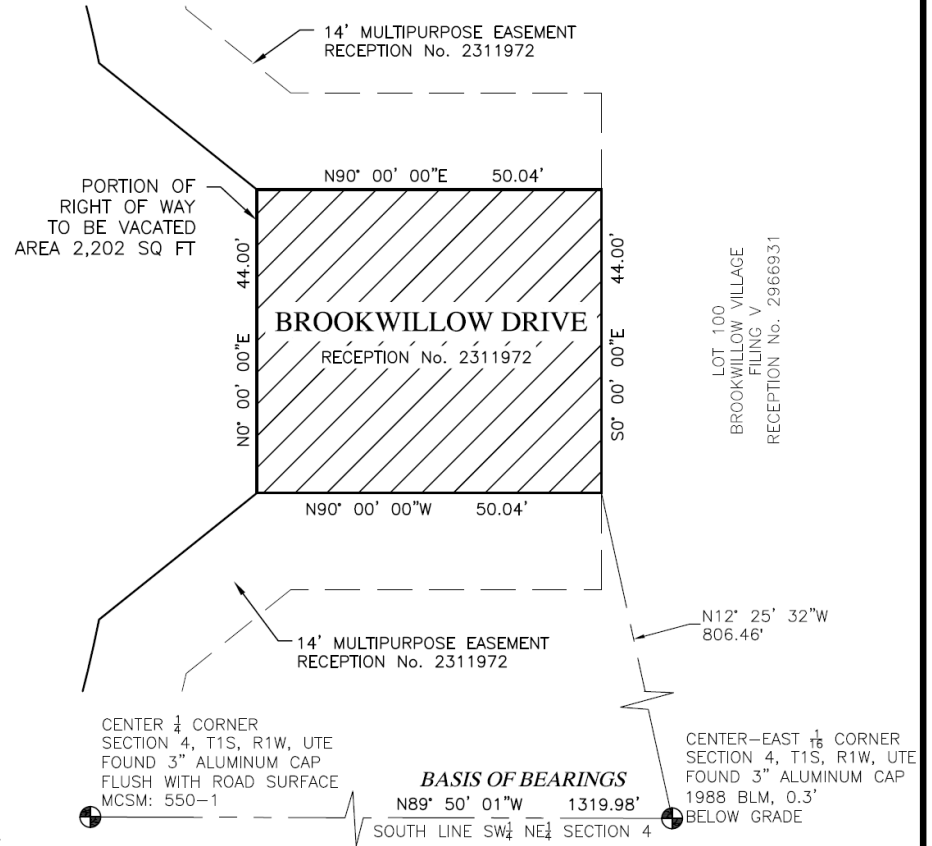


# Zoning Map



# ROW Vacation Area

BROOKWILLOW LOOP  
RECEPTION No. 2311972



## LEGAL DESCRIPTION SKETCH

RIGHT OF WAY VACATION  
SITUATED NEAR LOT 100 OF  
BROOKWILLOW VILLAGE, FILING V  
GRAND JUNCTION, COLORADO

SW1/4 NE1/4 OF SECTION 4  
T1S, R1W, UTE  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO  
JOB: 2021-083

## 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 A PORTION OF RIGHT-OF-WAY IDENTIFIED AS  
BROOKWILLOW DRIVE ON THE BROOKWILLOW VILLAGE SUBDIVISION PLAT  
AS GRANTED TO THE PUBLIC BY RECEPTION NUMBER 2311972**

**LOCATED SOUTH OF ORION WAY, EAST OF BROOKWILLOW LOOP, AND  
NORTH OF WOLCOTT AVENUE**

Recitals:

A vacation of a portion of public right-of-way as granted and identified as Brookwillow Drive on the Brookwillow Village subdivision plat as recorded in 2006 within Reception # 2311972 has been requested by the property owner, PXP1 Brookwillow, LLC, as part of the major site plan review for Brookwillow Village F6 multifamily. The portion of right-of-way requested to be vacated was intended for cross-connection through the site that is no longer necessary for the overall site development and contains no existing utility 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 a portion of right-of-way for Brookwillow Drive is consistent with the 2020 Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED RIGHT-OF-WAY IS HEREBY VACATED SUBJECT TO THE LISTED CONDITIONS:

1. Applicant shall pay all recording/documentary fees for the Vacation Ordinance, any right-of-way/easement documents and/or dedication documents.

A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

The East 50.04 feet of Brookwillow Drive as shown on the Plat of Brookwillow Village Planned Unit Development, as recorded at Reception Number 2311972 of Mesa County Records.

Said tract of land contains 2,202 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 \_\_\_\_\_, 2023 and ordered published in pamphlet form.

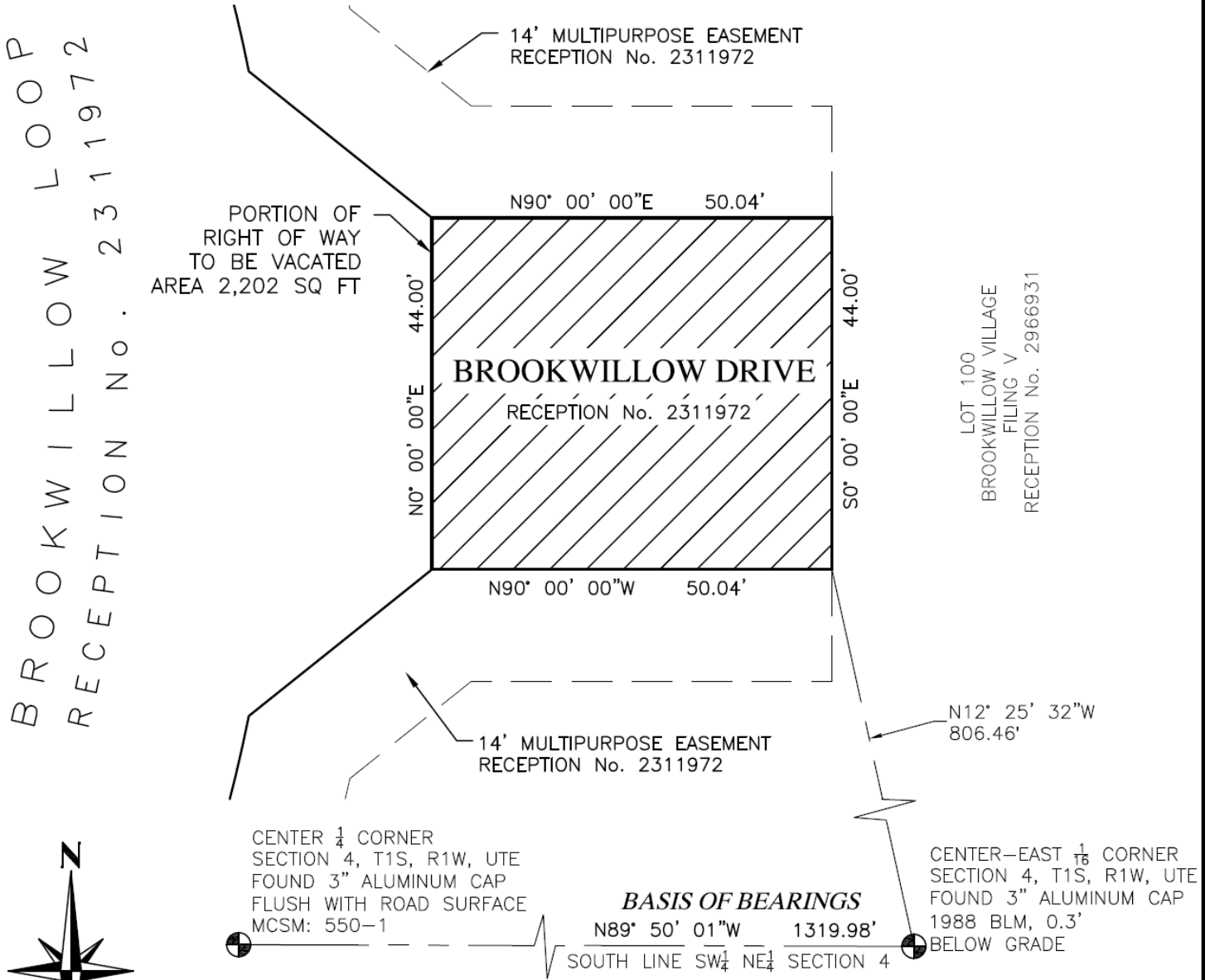
ATTEST:

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

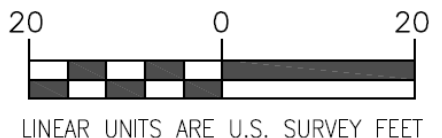
\_\_\_\_\_  
Mayor

EXHIBIT A

LEGAL SKETCH



GRAPHIC SCALE:  
1"=20'



LEGAL DESCRIPTION SKETCH

RIGHT OF WAY VACATION  
SITUATED NEAR LOT 100 OF  
BROOKWILLOW VILLAGE, FILING V  
GRAND JUNCTION, COLORADO

SW1/4 NE1/4 OF SECTION 4  
T1S, R1W, UTE  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO  
JOB: 2021-083

POLARIS SURVEYING

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

**GRAND JUNCTION PLANNING COMMISSION**  
**December 13, 2022, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:33 p.m. by Commissioner Ehlers.

Those present were Planning Commissioners; Keith Ehlers, Kimberly Herek, Sandra Weckerly, Shanon Secrest, JB Phillips, and Melanie Duyvejonck.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Dave Thornton (Principal Planner), Nicole Galehouse (Principal Planner) and Jacob Kaplan (Planning Technician).

There were 11 members of the public in attendance, and 2 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

Minutes of Previous Meeting(s) from November 8th, 2022.

**2. Brookwillow Village Filing Six-Vacation of Public ROW **VAC-2022-673****

Consider a request by Senergy Builders, Darin Carei, to vacate a portion of Brookwillow Drive Right of Way totaling 660 square feet in a PD (Planned Development) zone district.

**3. Brookwillow Village Filing Six-Vacation of Easement **VAC-2022-674****

Consider a request by Senergy Builders, Darin Carei, to vacate two sections of multi-purpose easement paralleling Brookwillow Drive totaling 1332 square feet in a PD (Planned Development) zone district.

**4. Horizon Cache-Vacation of Slope Easement **VAC-2022-771****

Consider a request by Bray Commercial LLC - Sid Squirrell to vacate a slope easement on 2.4634 acres in a C-1 (Light Commercial) zone district.

**REGULAR AGENDA**

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**1. Grand Valley Estates Annexation **ANX-2022-478****

Consider a request by Grand Junction Venture LLC to zone 17.42 acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) located at the northeast corner of 31 Rd and E ½ Rd.

**Discussion**

Nicole Galehouse, Principal Planner, noted a discrepancy in the proposed zoning between the agendized item and the mailed notices. She proposed continuing the item to the next public hearing.

**Motion and Vote**

Commissioner Duyvejonck made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at the northeast corner of 31 Rd and E ½ Rd, City file number ANX-2022-478, I move that the Planning Commission reschedule the item to the next public hearing.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**2. Lucky You Rezone RZN-2022-**

**570**

Consider a request by Lucky You Properties, LLC, to rezone 2.11 acres from PD (Planned Development) to C-1 (Light Commercial) located at 2992 Patterson Road.

**Staff Presentation**

Nicole Galehouse, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Tom Logue was present and available for questions

**Questions for staff**

Commissioner Ehlers asked if the site conforms to the C-1 zone.

**Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, December 6, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

*The public hearing was closed at 5:50 p.m. on December 13, 2022*

**Discussion**

**Motion and Vote**

Commissioner Secrest made the following motion “Mr. Chairman, on the Rezone request for the property located at 2992 Patterson Road, City file number RZN-2022-570, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**3. Zoning & Development Code Amendment-Landscaping Standards ZCA-2022-170**

Consider an amendment to the Zoning and Development Code Section 21.06.040 Landscape, Buffering, and Screening Standards; Section 21.10.020 Terms Defined; Section 21.03.030 Measurements; Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table; and Section 21.04.030 Use-Specific Standards of the Grand Junction Municipal Code.

**Staff Presentation**



Felix Landry, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for staff**

Commissioner Duyvejonck inquired about the specific requirements for developers seeking to obtain irrigation certification.

Commissioner Weckerly asked what language specifically would be changing with adoption of the proposed code amendment.

Commissioner Ehlers argued that the proposed amendment did not completely align with the goals of the Comprehensive Plan. He asked if there were any code requirements for the location of trees in the city. He inquired about how significant trees would impact private homeowners wanting to develop on their property. He asked if the significant trees are specifically required when designing a landscape plan. He remarked on the potential inequity that preserving significant trees posed for developers and wondered if the punitive measures of the amendment should be removed.

Commissioner Secret gave an example of preserving significant trees having a potentially adverse impact on the value of a property, and how landowners might be incentivized to clearcut in order to maximize the space available to a developer. He inquired as to who were the most vocal stakeholders in discussions about the proposed amendment.

Staff responded to commissioner questions and comments.

### **Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, December 6, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Kamie Long commented that these significant trees mainly grow in high-water areas which are typically seen as undesirable for development. She argued that the ordinance was equitable because there would be a measurable metric instead of evaluating each site on a case-by-case basis.

Kelly Maves argued that the canopy exists because of development. She requested that the commission remove the language on significant trees from the proposed amendment.

Don Pedigro remarked on the increased cost incurred by developers if they need to work around the significant trees.

Ron Abeloe added to the comments about development being the dominant driver of canopy creation in the Valley. He also argued that Cottonwoods were not worth consideration because they require too much water to maintain.

Greg Dahl echoed the concerns about increased cost of development. He commented that there should be incentives for developers who choose to preserve trees.

Kamie Long spoke again on behalf of the Forestry Board and addressed some of the comments made by the other attendants.

*The public hearing was closed at 7:22 p.m. on December 13, 2022*

## **Discussion**

Staff spoke about the existing incentives for developers who choose to preserve significant trees and noted that the existing regulations protect significant trees, but it is up to the discretion of the Community Development director.

Commissioner Weckerly reiterated that the strike and underline of the existing code was unclear as to the actual proposals of this amendment. She added that the significant tree proposal might be especially detrimental to development in areas with limited water availability and would be counterintuitive to water conservation efforts.

Commissioner Herek voiced her support for keeping the language about significant trees in the amendment.

Commissioner Phillips commented that it would be good to identify who was speaking on behalf of the city prior to opening a public hearing. He wondered if the significant trees would hamper development and who should incur the costs of preserving trees.

Commissioner Duyvejonck argued in favor of preserving existing mature trees and that there should be costs and permits in order to remove trees from a site.

Commissioner Secrest outlined the reasons he both supported and was opposed to the amendment.

Commissioner Ehlers spoke briefly on his own desire to maintain tree canopy. He further argued his opposition to penalties against developers who are removing trees to maximize habitable space.

## **Motion and Vote**

Commissioner Weckerly made the following motion "Mr. Chairman, on the request to amend the Zoning and Development Code Section 21.06.040 Landscape, buffering, and screening standards and related sections of the Grand Junction Municipal Code, file number ZCA-2022-170, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report, with the elimination of all reference to the proposed significant trees language."

*Commissioner Ehlers seconded; motion failed 1-5.*

Commissioner Duyvejonck made the following motion “Mr. Chairman, On the request to amend the Zoning and Development Code Section 21.06.040 Landscape, buffering, and screening standards and related sections of the Grand Junction Municipal Code, file number ZCA-2022-170, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

*Commissioner Herek seconded; motion failed 3-3.*

## **OTHER BUSINESS**

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## **ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting; Commissioner Ehlers seconded.  
*The vote to adjourn was 7-0.*

The meeting adjourned at 8:12 p.m.

DRAFT