To access the Agenda and Backup Materials electronically, go to the City of Grand Junction Website. To participate or watch the meeting virtually register for the GoToWebinar.

CITY COUNCIL AGENDA
WEDNESDAY, FEBRUARY 21, 2024
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming February 24, 2024 as National TRIO Day in the City of Grand Junction

Appointments

To the Planning Commission Zoning Board of Appeals

To the Downtown Development Authority Business Improvement District

To the Horizon Drive Association Business Improvement District

Public 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.

The public has four options to provide Public 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, February 21, 2024 or 4) submitting comments online until noon on Wednesday, February 21, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

a. Summary of the February 5, 2024 Workshop

b. Minutes of the February 7, 2024 Regular Meeting

2. Set Public Hearings

a. Legislative

b. Quasi-judicial

i. 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 Fire Station No.7 Annexation of 3.744 Acres, Located at 2351 H Road, and Setting a Hearing for April 3, 2024

3. Procurements

a. Construction Contract for Reconstruction of Yucatan Court and Summer Hill Court

b. Authorization for an On-Call Contract for Professional Right-of-Way Acquisition Services

c. Purchase of Parking Meters and Kiosks

d. Construction Contract for 30 Road Overlay

e. Contract with Winn Marion for Electric Vehicle Supply Equipment (EVSE) under the Colorado State Price Agreement

4. Resolutions

a. A Resolution Authorizing a DOLA Strong Communities Infrastructure Grant Program Application

b. A Resolution Confirming the School Land Dedication Fee for a Period of 180 Days

5. Agreements

REGULAR AGENDA

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

6. Public Hearings

a. Legislative

i. Introduction of an Ordinance Authorizing a License Agreement for the Sale of Naming Rights at the Community Recreation Center Pools and Setting a Hearing for March 6, 2024

ii. Introduction of an Ordinance Authorizing a Lease Agreement with a Therapy Provider at the Community Recreation Center and Setting a Hearing for March 6, 2024

iii. An Ordinance Extending the Skilled Gaming Moratorium

b. Quasi-judicial

i. An Ordinance to Rezone 7.11 Acres from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac), Located at 2651 Stacy Drive

ii. An Ordinance to Amend the Planned Development Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue

iii. An Ordinance to Rezone 17.37 Acres from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) Located at 2428 H Road

7. Resolutions

a. A Resolution Updating City Park Rules

8. Non-Scheduled Comments

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

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, TRIO, a collection of federally funded programs designated to prepare low-income and first-generation students (students from families whose parents do not have a four-year college degree) for college success, was founded in 1964; and

Whereas, TRIO refers to the first three programs of this nature that fell under the Higher Education Amendments of 1968, Upward Bound, Talent Search, and a program now known as Student Support Services; and

Whereas, the TRIO programs, with the help of students, staff, and community members, has grown to eight programs that help students seek higher education; and

Whereas, the Colorado Mesa University (CMU) TRIO programs, TRIO-SSS STEM, TRIO-SSS Regular and TRIO Upward Bound, provide opportunities and pertinent resources to assist students of all academic journeys; and

Whereas, the Colorado Mesa University TRIO Upward Bound program will better serve the future and current 60 low-income, first-generation students at Grand Junction and Central High Schools by empowering and encouraging them to pursue postsecondary education; and

Whereas, these Colorado Mesa University TRIO Student Support Services Programs served more than 270 students in the 2022-2023 academic year; and

Whereas, National TRIO Day is a day to celebrate its positive impact on local communities and the nation, to reflect on the importance of education, and a time to act to protect further access to higher education.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim February 24, 2024 as

"National TRIO Day"

in the City of Grand Junction and urge all the community members of the City to turn their attention to and increase awareness of the needs of disadvantaged young people and adults aspiring to improve their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 21st day of February 2024.

Mayor

Grand Junction City Council

Regular Session

Item #

Meeting Date: February 21, 2024

Presented By: Amy Phillips, City Clerk

Department: City Clerk

Submitted By: Kerry Graves

Information

SUBJECT:

To the Planning Commission Zoning Board of Appeals

RECOMMENDATION:

To appoint the interview committee's recommendation to the Planning Commission Zoning Board of Appeals.

EXECUTIVE SUMMARY:

There are two partial-term vacancies on the Planning Commission Zoning Board of Appeals.

BACKGROUND OR DETAILED INFORMATION:

Brian Masters and Jimmie Phillips resigned on March 28th and November 27, 2023, respectively.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

To (reappoint/not reappoint) and (appoint/not appoint) the interview committee's recommendation to the Planning Commission Zoning Board of Appeals.

Attachments

None

Grand Junction City Council

Regular Session

Item #

Meeting Date: February 21, 2024

Presented By: Amy Phillips, City Clerk

Department: City Clerk

Submitted By: Kerry Graves

Information

SUBJECT:

To the Downtown Development Authority Business Improvement District

RECOMMENDATION:

To appoint/reappoint the interview committee's recommendation to the Downtown Development Authority Business Improvement District.

EXECUTIVE SUMMARY:

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

BACKGROUND OR DETAILED INFORMATION:

Vance Wagner and Cole Hanson have terms expiring. Vance Wagner is term-limited.

FISCAL IMPACT:

SUGGESTED MOTION:

To (reappoint/not reappoint) and (appoint/not appoint) the interview committee's recommendation to the Downtown Development Authority Business Improvement District.

Attachments

None

Grand Junction City Council

Regular Session

Item #

Meeting Date: February 21, 2024

Presented By: Amy Phillips, City Clerk

Department: City Clerk

Submitted By: Kerry Graves

Information

SUBJECT:

To the Horizon Drive Association Business Improvement District

RECOMMENDATION:

To appoint the interview committee's recommendation to the Horizon Drive Association Business Improvement District.

EXECUTIVE SUMMARY:

There are two full-term vacancies on the Horizon Drive Association Business Improvement District.

BACKGROUND OR DETAILED INFORMATION:

There are two full-term vacancies on the Horizon Drive Association Business Improvement District.

FISCAL IMPACT:

SUGGESTED MOTION:

To (reappoint/not reappoint) and (appoint/not appoint) the interview committee's recommendation to the Horizon Drive Association Business Improvement District.

Attachments

None

Grand Junction City Council

Minutes of the Regular Meeting

February 7, 2024

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 7th day of February at 5:30 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, and Council President Pro Tem Abe Herman. Council President Anna Stout was absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, Senior Planner Timothy Lehrbach, City Clerk Amy Phillips, and Deputy City Clerks Selestina Sandoval and Krystle Koehler.

Council President Pro Tem Herman called the meeting to order. Councilmember Kennedy led the Pledge of Allegiance, followed by a moment of silence.

Proclamation

Proclaiming February 2024 as Black History Month in the City of Grand Junction

Councilmember Nguyen read the proclamation, and David Combs, President of Black Citizens and Friends, accepted the proclamation.

Public Comments

Tanya Travis expressed her concern with criminal activity, trash dumping and petty theft from the unsheltered population, and that the concrete from the proposed Emerson Skate Park will create a heat source for her evening air.

Glen Stout expressed his concern regarding the proposed Lake Road replacement lift station.

City Manager Report

City Manager Greg Caton had no report.

Board and Commission Liaison Reports

Councilmember Beilfuss stated the Commission on Arts and Culture Board selected artist Jeff Bates for the new roundabout sculpture by Community Hospital, which will be a wildlife sculpture. The Historical Preservation Board is also working on a sculpture for another roundabout.

Councilmember Reitz gave an update on the first flight by Breeze Airline, which is now in Grand Junction.

Councilmember Kennedy had updates on the Forestry Board and the Museums of the West which has been searching for a new Executive Director and will soon fill the position.

Councilmember Simpson gave updated information on the Business Incubator Center.

Council President Pro Tem Herman gave updates on the Downtown Development Authority event calendar and spoke about Restaurant Week which is April 6th -14th, May 10th and 11th is Rides and Vibes Music Festival. He also shared that Visit Grand Junction gave a presentation on the design wraps for the new downtown bathroom.

CONSENT AGENDA

1. Approval of Minutes

a. Minutes of the January 17, 2024 Regular Meeting

b. Minutes of the January 30, 2024 Special Meeting

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Extending the Skilled Gaming Moratorium and Setting a Public Hearing for February 7, 2024

b. Quasi-judicial

i. Introduction of an Ordinance to Rezone 17.37 Acres from R-1 (Residential-1 du/ac) to R-5 (Residential- 5.5 du/ac) Located at 2428 H Road and Setting a Public Hearing for February 21, 2024

ii. Introduction of an Ordinance to Rezone 7.11 Acres from R-4 (Residential- 1 du/ac) to R-5 (Residential – 5.5 d/u/ac) Located at 2651 Stacy Drive and Setting a Public Hearing for February 21, 2024

iii. Introduction of an Ordinance to Amend the Planned Development Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue and Setting a Hearing for February 21, 2024

3. Procurements

a. Purchase Link Belt 210 X 4 Excavator

c. Authorization for an On-Call Contract for Professional Geotechnical Engineering Services **- Moved to Regular Agenda**

4. Resolutions

a. A Resolution Establishing EV Vehicle Parking Rates **– Moved to Regular Agenda**

b. A Resolution Authorizing a Grant Application for the Local Planning Capacity Grant Program to Support a Third - Party Evaluation of the Development Review Process to Fast-Track affordable Housing Projects.

Councilmember Simpson moved, and Councilmember Nguyen seconded to adopt Consent Agenda Items 1 - 4, excluding items 3.b. and 4.a. Motion carried by unanimous voice vote.

Regular Agenda

Authorization for an On-Call Contract for Professional Geotechnical Engineering Services

The purpose of this contract is to provide professional geotechnical engineering and material testing services on an as-needed basis. This annual contract has an option for up to three renewals and an estimated spending of $200,000 to $400,000 per year.

City Manager Greg Caton was available for questions.

Conversation ensued regarding the contract and staying with the same company and the need to do competitive bidding.

A Resolution Establishing EV Vehicle Parking Rates

Historically, the city has not charged fees for use of its electric vehicle (EV) charging facilities. Establishing fees for electric vehicle (EV) charging stations is crucial to maintaining and expanding the charging infrastructure, managing demand, and ensuring the costs are fairly distributed among users. These fees help cover operational expenses, encourage the construction of more stations, and support the wider adoption of EV.

City Manager Greg Caton, Community Development Director Tamra Allen, and Sustainability Coordinator Jenny Nitzky were available for questions.

Conversation discussion included competitive rates, if this a good incentive for people who use the charging capabilities, having a great location for people to shop and eat at restaurants while they wait for their vehicle to charge.

A Resolution Approving ARPA Funding to Colorado Mesa University Foundation for the Master of Social Work Student Loan Repayment Program

At the January 8, 2024, Workshop, City Council heard a request for American Rescue Plan Act (ARPA) funding from Colorado Mesa University (CMU) for the Master of Social Work Student Loan Repayment Program. The proposal requests a one-time contribution from the city of $500,000. Funds would be used to incentivize qualified individuals to remain in Grand Junction by providing financial assistance to attract and retain mental health social workers to address local mental healthcare needs. The program will be administered by CMU, and funds are anticipated to be expended on the program over a period of three years via annual payments to eligible program participants.

City Manager Greg Caton and CMU President John Marshall presented this item.

Conversation ensued about being partners with CMU and benefiting the community in the mental health area and addressing the need, other funding options with different organizations, using some of the funds for housing, and that behavioral health and mental health are important parts of our community.

The public hearing opened at 6:29 pm.

There were no public comments.

The public hearing closed at 6:29 pm.

Councilmember Reitz moved, and Councilmember Kennedy seconded to adopt Resolution No. 08-24, a resolution authorizing $500,000 in ARPA funding to the CMU Foundation for the Master of Social Work Student Loan Repayment Program. Motion carried by unanimous voice vote.

An Ordinance Approving a Rezone for Approximately 0.75 Acres from R-2 (Residential – 2 du/ac) to R-4 (Residential – 4 du/ac), Located at 696 Sperber Lane

Robert and Rosa Culver and Brian Scherping (collectively, the applicant) requested approval of a rezone from R-2 (Residential - 2 du/ac) to R-4 (Residential - 4 du/ac) in anticipation of compatible single-family residential development on the approximately 0.75 acres at 696 Sperber Lane. The requested R-4 zone district implements the Comprehensive Plan Land Use Map designation of Residential Low assigned to the subject property.

Senior Planner Timothy Lehrbach, and applicant representative Kim Kerk presented this item.

The public hearing opened at 6:40 pm.

Elise Prinster expressed her concern with traffic, and that the zoning isn't in keeping with the neighborhood. She hoped it would be reconsidered.

The public hearing closed at 6:43 pm.

Conversation about traffic flow, the number of units that will be going on the lot, and how they consider the rezone were discussed.

Councilmember Nguyen moved, and Councilmember Simpson seconded to adopt Ordinance No. 5198, an ordinance rezoning approximately 0.75 acres from R-2 (Residential – 2 du/ac) to R-4 (Residential – 4 du/ac), located at 696 Sperber Lane, on final passage and ordered final publication in pamphlet form.

Non-Scheduled Comments

There were none.

Other Business

There was none.

Adjournment

Meeting adjourned at 6:49 pm.

_____

Amy Phillips, CMC

City Clerk

Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: February 21, 2024

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Fire Station No.7 Annexation of 3.744 Acres, Located at 2351 H Road, and Setting a Hearing for April 3, 2024

RECOMMENDATION:

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 Fire Station No.7 Annexation of 3.744 Acres, Located at 2351 H Road, and Setting a Hearing for April 3, 2024.

EXECUTIVE SUMMARY:

The Applicant, City of Grand Junction is requesting annexation of approximately 3.744 acres consisting of 1 parcel of land located at 2351 H Road. This is a two-part serial annexation comprising Fire Station No. 7 Annexation No. 1 and Fire Station No. 7 Annexation No. 2. The subject property is the site for Fire Station No. 7 which the City plans to build in 2024 and 2025.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits. Annexation is being sought in anticipation of developing the land for the fire station. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction is requesting annexation of approximately 3.744 acres consisting of one parcel of land located at2351 H Road. There is a portion of the H Road and 23 ½ Road right-of-way included in the annexation.

The property is Annexable Development per the Persigo Agreement. The property is vacant. The City plans to construct a fire station on the property. Annexation is being sought in anticipation of developing the site.

The proposed zone district of RM-8 is consistent with the Residential Medium Land Use category of the Comprehensive Plan. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – February 21, 2024.
- Planning Commission considers Zone of Annexation –March 12, 2024.
- Introduction of a Proposed Ordinance on Zoning by City Council – March 20, 2024.
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – April 3, 2024.
- Effective date of Annexation and Zoning – May 5, 2024.

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held in-person on November 29, 2023. Several city staff members were in attendance as well as 14 members of the public. The meeting was held at Appleton Elementary School.

FISCAL IMPACT:

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every $1,000,000 of actual value, City property tax revenue on residential property at the current assessment rate would be approximately $620 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

Fire Department
Currently, this property is in the Grand Junction Rural Fire Protection District, which is served by the Grand Junction Fire Department through a contract with the District. The Fire District collects a 9.6450 mill levy that generates $14.85 per year in property taxes. If annexed, the property will be excluded from the Grand Junction Fire Protection District. The area is currently served by Grand Junction Fire Station No. 3, but with this annexation a new fire station will be constructed and serve the area from this location.

Utilities
This property is located within the Ute Water District. Sanitary sewer is available to the property.

Public Works
Engineering and Transportation / Operations - The annexation takes in the south half of 261 feet of H Road (arterial) and the east half of 730 feet of 23 1/2 Road (collector) currently maintained by Mesa County. Both roads are typical county roads with 22 feet of asphalt, a few feet of gravel shoulders and borrow ditches. Pavement conditions are estimated in mid-50s. There is no curb and gutter and no storm drain facilities other than a few culverts. There are also no streetlights. Street sweeping, snow removal on H Road, and minimal storm drain maintenance in the borrow ditch is estimated at $325 per year. Chip seals is estimated at $4,000 in 2032. The site is adjacent to Appleton Elementary school pickup zone. Eventually H Road will be improved to a full arterial or collector standard complete with curb, gutter, sidewalk, and streetlights, however in the meantime more modest shoulder improvements are proposed along the H Road frontage of the fire station to accommodate school pickup.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 11-24, 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 Fire Station No. 7 Annexation, approximately 3.744 acres, located at 2351 H Road, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Fire Station No. 7 Annexation, approximately 3.744 acres, located at 2351 H Road, and set a public hearing for April 3, 2024.

Attachments

1. General Project Report
2. Fire Station No7 Annexation Map
3. Site Maps and Pictures
4. Annexation Schedule - Table - Fire Station 7 Annexation
5. Neighborhood Meeting Notes
6. Resolution - Referral of Petition FS No 7 Annexation
7. Fire Station No 7 Annexation Ordinance

General Project Report
Fire Station No. 7 Annexation & Zoning

Background:

The City is proposing to annex land recently purchased by the city for the location of a new fire station, Fire Station No. 7. The property is located in Appleton at 2351 H Road and consists of 3.76 acres, see area highlighted in yellow below. Public Utilities are available to the property. A petition for annexation has been signed by the City for the annexation. The annexation area will contain the subject property and a portion of the H Road ROW. It may also include a portion of the 23 ½ Road ROW.



Proposed Zoning:

The proposed zoning is R-8. The property lies within the area of Residential Medium on the Land Use Map of the One Grand Junction Comprehensive Plan. The zone districts that implement that land use category include R-8 and R-12 with densities from 5.5 dwelling units per acre to 12 dwelling units per acre. The R-8 zone density range is 5.5 to 8 dwellings per acre. Due to the proximity to Appleton Elementary School and other city services not far away in the 24 Road Corridor the density range is appropriate. The R-8 zone density falls within the low end of the density range. Existing R-8 zoning is already located within the neighborhood. Other City zoning in the area includes R-5 and R-4. Fire Stations are allowed land use in all zone districts under the land use category of Community Service.

Neighborhood Meeting:

A neighborhood meeting was held on Wednesday, November 29th to discuss annexation and zoning of the property. See Neighborhood Meeting Notes.

Zone of Annexation/Rezoning Criteria:

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

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

Response: The City has petitioned for annexation of city owned property into the City limits and requested zoning of R8 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Medium. Since the property is 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 of RSF-R (Residential Singel family Rural with densities of one dwelling unit per 5 acres). Therefore, this criterion is being met.

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

Response: The character or condition of the area is changing with the further development of residential subdivisions to the west (550 feet), and to the northeast (850 feet) all a short distance away. The Appleton neighborhood is slowly urbanizing with new development occurring adjacent to large lot residential areas with and without small agricultural operations in unincorporated Mesa County. In addition, a major retail development is planned for the NE corner of I-70 and 24 Road approximately three quarters of a mile away. This proposed annexation area is in a prime location for the city to construct an additional fire station that will serve this urbanizing area. The 3.76-acre property is being planned for the fire station to occupy approximately 2 acres with the remaining land area available for future development. Therefore, this criterion is being met.

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

Response: Existing public and community facilities and services are available in close proximity to and can be extended into the annexation area. These services are sufficient to serve land uses associated with the proposed R-8 zone district as well as for the planned fire station land use on this property.
Utility services are available to this property and include the Ute Water District service area which has an 8-inch water line in 23 ½ Road and 8-inch and 24-inch waterlines in H Road. The area can be served by Grand Valley Power.

The property is currently within the Persigo 201 Sewer Service Area and has an 8-inch sewer line in the H Road and 23 ½ Road rights-of-way.
This property is in the Grand Junction Rural Fire Protection District served by the Grand Junction Fire Department through an intergovernmental agreement between the City and the rural fire district. No changes in fire protection and emergency medical response are expected due to this annexation. Currently primary response is from Fire Station 3 at 2580 25 ½ Road. The proposed future Fire Station No. 7 will increase the capacity for fire and emergency medical services (EMS) for the Appleton area.

Appleton Elementary School is across H Road from the annexation area to the north. The site is within the enrollment boundaries of Redlands Middle School, Fruita 8/9 for 9th Grade and Fruita Monument High School. One convenience store with gas is located approximately one mile to the southeast on 24 Road and G Road. Major goods and services (groceries, banks, restaurants, regional retail, etc.) can be found nearby at 24 Road and Patterson Road (Mesa Mall Area) less than 2 miles away.

Staff has found the public and community facilities are adequate to serve the type and scope of potential urban land uses in the future at such time the property is further developed, and existing public facilities can accommodate the fire station or residential development options under the R-8 zone district this property may have in the future. Therefore, this criterion is being met.

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

Response: The subject property and surrounding area are designated on the Comprehensive Plan Land Use Map as Residential medium with densities between 8 and 12 dwelling units per acre. The proposed zoning designation of R-8 implements this land use designation and provides a zoning that allows the proposed fire station land use on the property.

The Land Use Map defines much of the immediate quarter mile area around the subject property as Residential Medium (including north, south, east and west) with an area of Residential Low to the northeast of the site. This annexation area is located within Tier 1 on the Intensification and Growth Tiers Map. Within Tier 1 areas of the Comprehensive Plan, development generally does not require expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary. Staff finds that the R-8 zone district will establish zoning that will accommodate desired development of the fire station and support the needs of the Appleton neighborhood. It supports existing and expected land uses identified in the 2020 One Grand Junction Comprehensive Plan. Therefore, this criterion is being met.

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

Response: Annexation and zoning of the property will provide additional land within the City limits for City growth, but more specifically for the Appleton area better fire and EMS services for the neighborhood with the planned and budgeted construction of City Fire Station No. 7. The annexation is also consistent with the City and County 1998 Persigo Agreement. Therefore, this criterion is being met.

Site Photos:



Located across Appleton Elementary School south side of H Road.



View from 23 ½ Road looking northeast.



View from the SW corner of the site

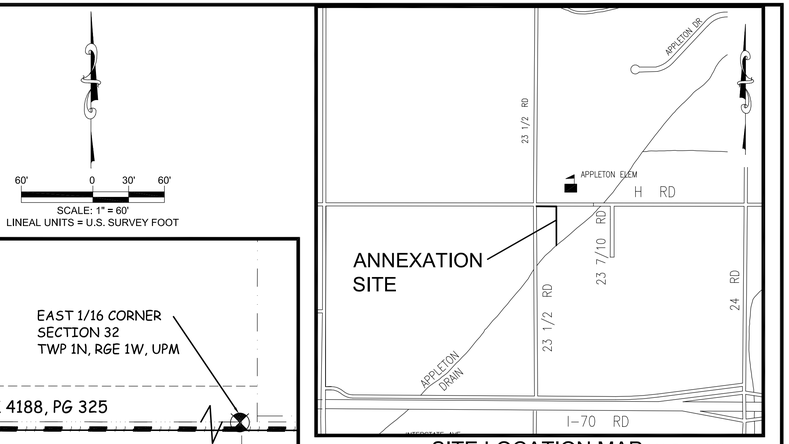


Looking Northeast from 23 ½ Road towards Appleton Elementary School

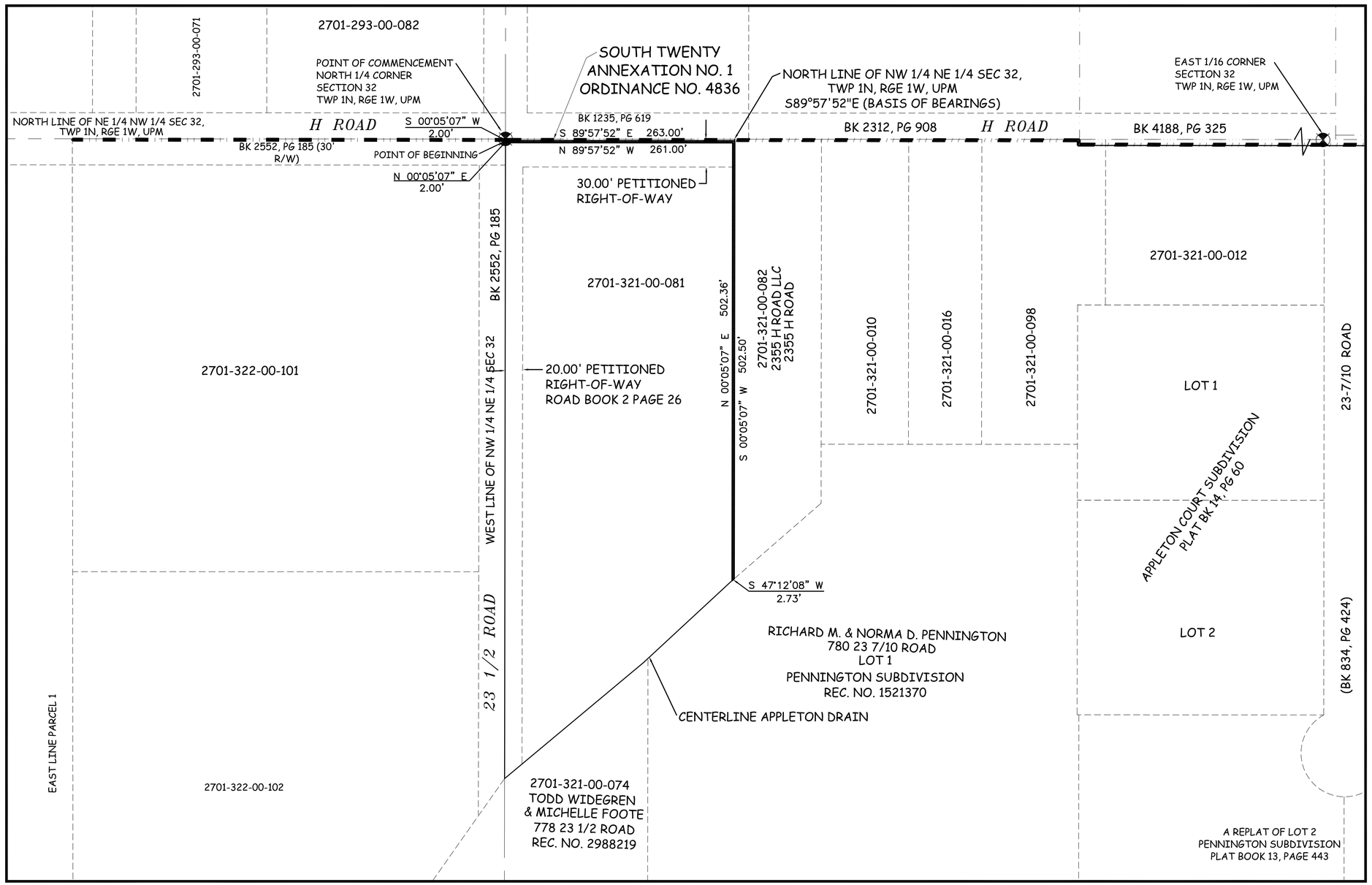
FIRE STATION NO. 7 ANNEXATION NO. 1

Located in the NW1/4 NE1/4 SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

60' 0 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT



SITE LOCATION MAP SCALE: 1" = 800'



LEGAL DESCRIPTION

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52"E, with all other bearings relative thereto; thence S00°05'07"W a distance of 2.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52"E a distance of 263.00 feet along the south line of the *SOUTH TWENTY ANNEXATION NO. 1, ORDINANCE NO. 4836* ; thence leaving said north line S00°05'07"W a distance of 502.50 feet to the centerline of the Appleton drain; thence along said centerline S47°12'08"W a distance of 2.73 feet; thence leaving said centerline, N00°05'07"E a distance of 502.36 feet; thence N89°57'52"W a distance of 261.00 feet to the west line of the Northwest Quarter of the Northeast Quarter of said Section 32; thence along said west line N00°05'07"E, a distance of 2.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING **1528.88** Square Feet or **0.035** Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1533.58 FT.
CONTIGUOUS PERIMETER	263.00 FT.
AREA IN SQUARE FEET	1528.88 FT^2
AREA IN ACRES	0.035
AREA WITHIN R.O.W.	582.00 FT^2
	0.013 ACRES
AREA WITHIN DEEDED R.O.W.	0.0 FT^2
	0.0 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.	EFFECTIVE DATE
PRELIMINARY	PRELIMINARY

NOTE:
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PRELIMINARY

JODIE L GREIN DATE
STATE OF COLORADO - P.L.S. NO. 38075
FOR ROLLAND CONSULTING ENGINEERS
405 RIDGES BLVD. SUITE A
GRAND JUNCTION, CO. 81507

THIS IS NOT A BOUNDARY SURVEY

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DRAWN BY: JLG DATE: 1/24/2024
DESIGNED BY: JLG DATE: 1/24/2024
CHECKED BY: JAM DATE: 1/24/2024

60' 0 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

PUBLIC WORKS
ENGINEERING DIVISION

FIRE STATION NO. 7 ANNEXATION NO. 1

Located in the NW1/4 NE1/4 SECTION 32,
TOWNSHIP 1 NORTH, RANGE 1 WEST
UTE MERIDIAN, MESA COUNTY, STATE OF COLORADO

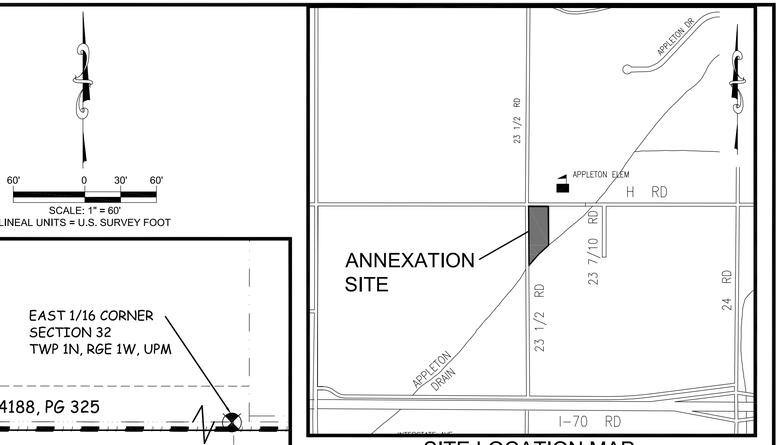
1 OF 2

C:\Projects\C3407 City 61 Project Review\Fire Station Number 7 Annexation - ANX-2023-740\Fire Station No7 Annexation.dwg - PLOTTED 2024-01-26

FIRE STATION NO. 7 ANNEXATION NO. 2

Located in the NW1/4 NE1/4 SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

60' 0 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT



SITE LOCATION MAP SCALE: 1" = 800'

2701-293-00-071

2701-293-00-082

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 32
TWP 1N, RGE 1W, UPM

SOUTH TWENTY ANNEXATION NO. 1
ORDINANCE NO. 4836

NORTH LINE OF NW 1/4 NE 1/4 SEC 32,
TWP 1N, RGE 1W, UPM
S89°57'52"E (BASIS OF BEARINGS)

EAST 1/16 CORNER
SECTION 32
TWP 1N, RGE 1W, UPM

NORTH LINE OF NE 1/4 NW 1/4 SEC 32,
TWP 1N, RGE 1W, UPM

H ROAD

S 00°05'07" W
4.00'

BK 1235, PG 619

BK 2312, PG 908

H ROAD

BK 4188, PG 325

BK 2552, PG 185 (30' R/W)

POINT OF BEGINNING

S 89°57'52" E 261.00'

30.00' PETITIONED RIGHT-OF-WAY

FIRE STATION NO. 7
ANNEXATION NO. 1

BK 2552, PG 185

2701-321-00-081

2701-321-00-082
2355 H ROAD LLC
2355 H ROAD

2701-321-00-010

2701-321-00-016

2701-321-00-098

2701-321-00-012

2701-322-00-101

20.00' PETITIONED RIGHT-OF-WAY
ROAD BOOK 2 PAGE 26

WEST LINE OF NW 1/4 NE 1/4 SEC 32
N 00°05'07" E 730.00'

S 00°05'07" W 502.36'

LOT 1

23-7/10 ROAD

APPLETON COURT SUBDIVISION
PLAT BK 14, PG 60

23 1/2 ROAD

S 47°12'08" W
138.86'

S 50°08'18" W
207.72'

RICHARD M. & NORMA D. PENNINGTON
780 23 7/10 ROAD
LOT 1
PENNINGTON SUBDIVISION
REC. NO. 1521370

LOT 2

(BK 834, PG 424)

CENTERLINE APPLETON DRAIN

EAST LINE PARCEL 1

2701-322-00-102

2701-321-00-074
TODD WIDEGREN
& MICHELLE FOOTE
778 23 1/2 ROAD
REC. NO. 2988219

A REPLAT OF LOT 2
PENNINGTON SUBDIVISION
PLAT BOOK 13, PAGE 443

LEGAL DESCRIPTION

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52"E, with all other bearings relative thereto; thence S00°05'07"W a distance of 4.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52"E a distance of 261.00 feet along the south line of the *FIRE STATION NO. 7 ANNEXATION NO. 1*; thence leaving said south line S00°05'07"W a distance of 502.36 feet along the west line of the *FIRE STATION NO. 7 ANNEXATION NO. 1*, to the centerline of the Appleton drain; thence along said centerline S47°12'08"W a distance of 138.86 feet; thence continuing on said drain centerline, S50°08'18"W a distance of 207.72 feet, to a point on the west line of the Northwest Quarter of the Northeast Quarter of said Section 32; thence leaving said centerline along said west line N00°05'07"E, a distance of 730.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING **161,560.33** Square Feet or **0.3.709** Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1,839.94 FT.
CONTIGUOUS PERIMETER	763.35 FT.
AREA IN SQUARE FEET	161,560.33 FT^2
AREA IN ACRES	3.709
AREA WITHIN R.O.W.	21,179.12 FT^2
	0.486 ACRES
AREA WITHIN DEEDED R.O.W.	0.0 FT^2
	0.0 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
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ORDINANCE NO.
PRELIMINARY

EFFECTIVE DATE
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PRELIMINARY

JODIE L GREIN DATE
STATE OF COLORADO - P.L.S. NO. 38075
FOR ROLLAND CONSULTING ENGINEERS
405 RIDGES BLVD. SUITE A
GRAND JUNCTION, CO. 81507

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CITY OF Grand Junction COLORADO
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

PUBLIC WORKS
ENGINEERING DIVISION

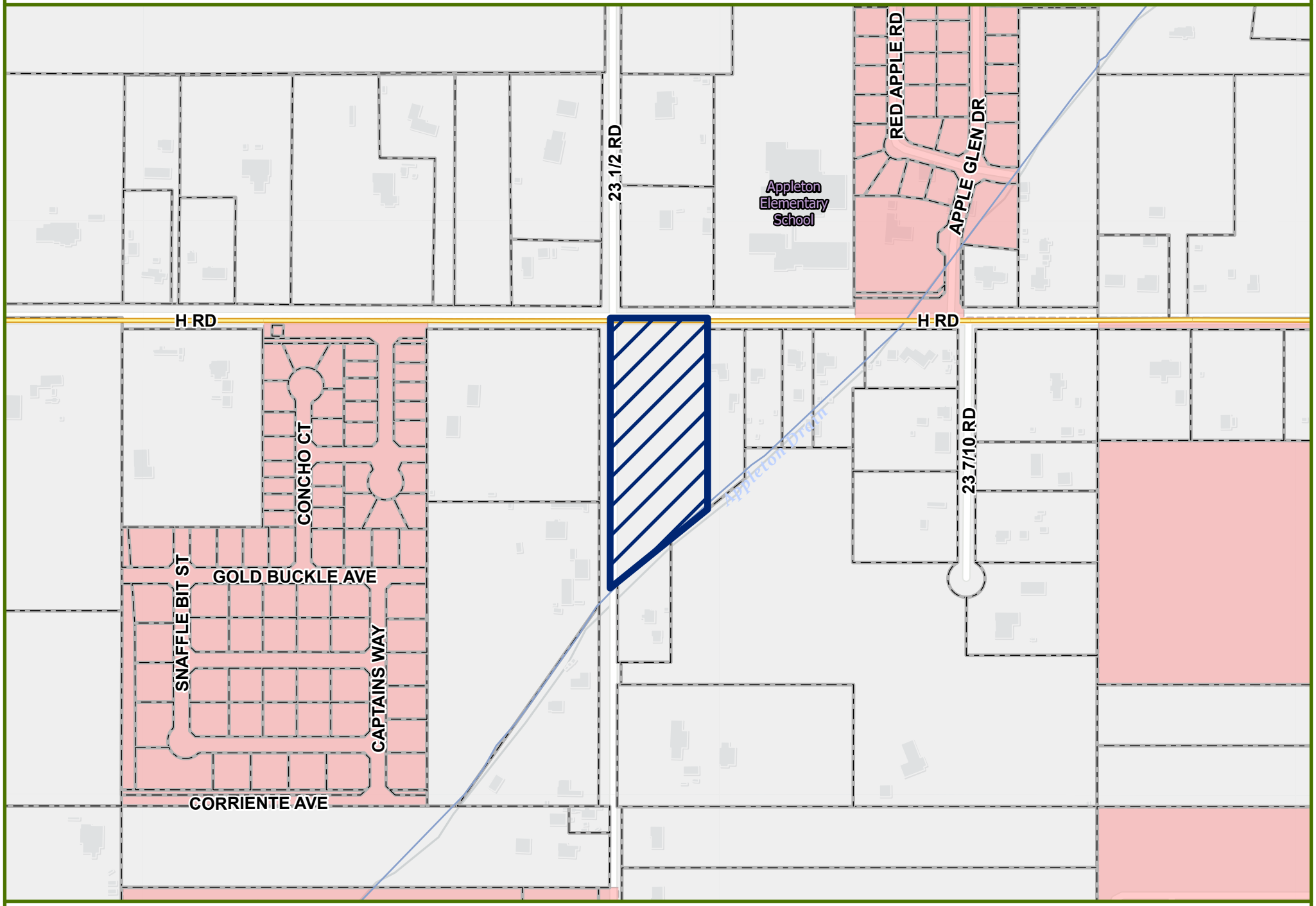
FIRE STATION NO. 7 ANNEXATION NO. 2

Located in the NW1/4 NE1/4 SECTION 32,
TOWNSHIP 1 NORTH, RANGE 1 WEST
UTE MERIDIAN, MESA COUNTY, STATE OF COLORADO

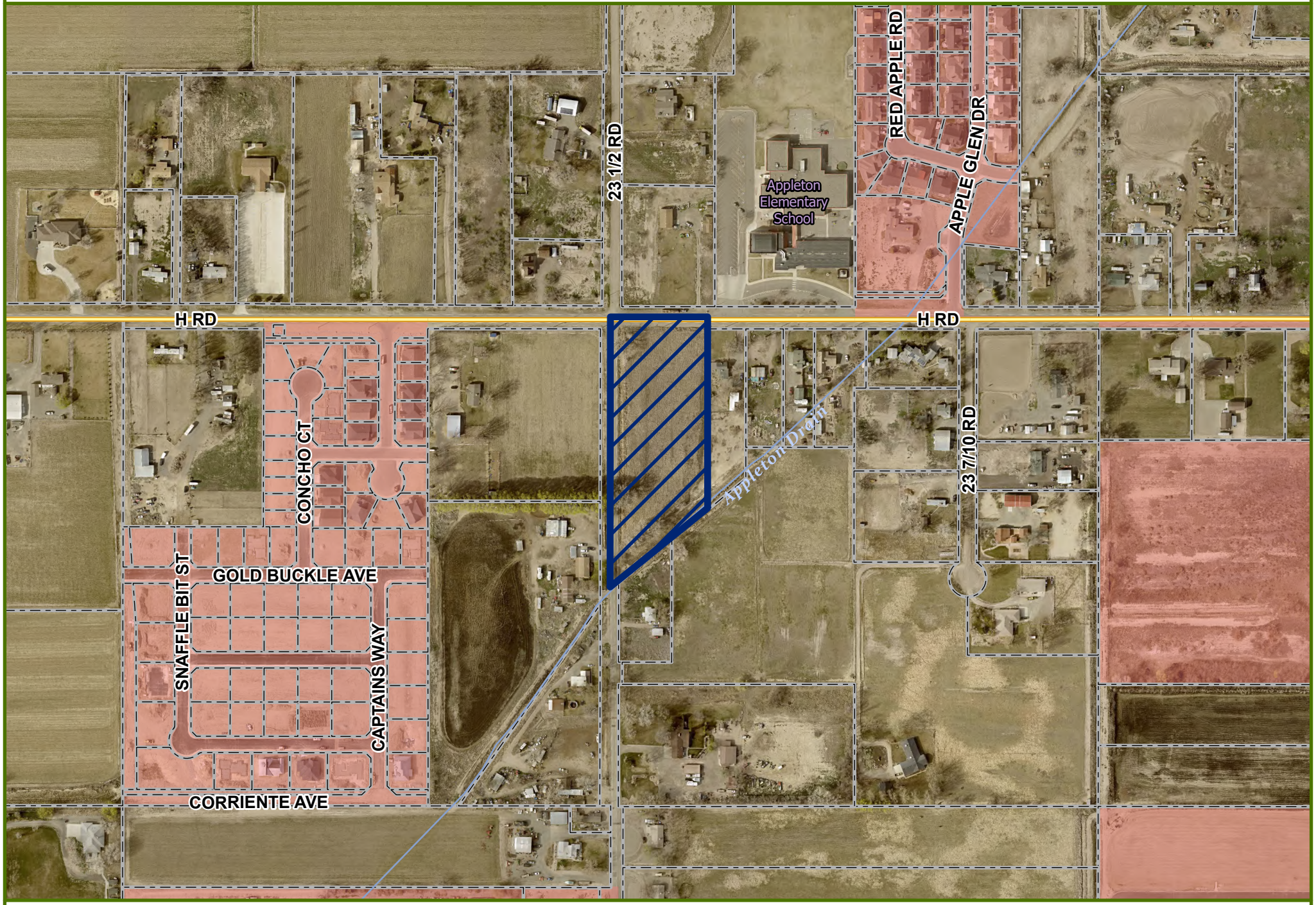
2 OF 2

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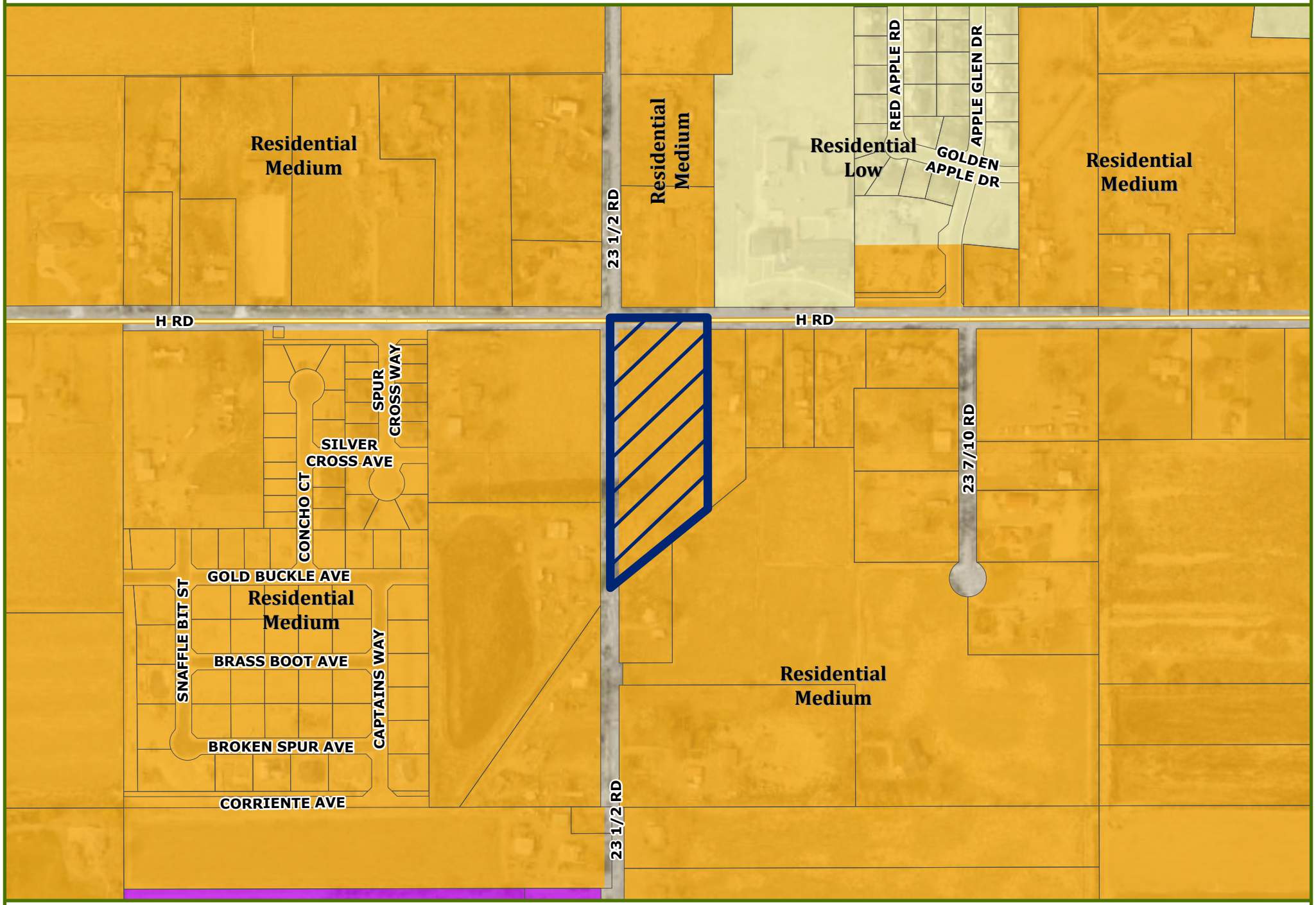
Fire Station No. 7 Annexation



Fire Station No. 7 Annexation

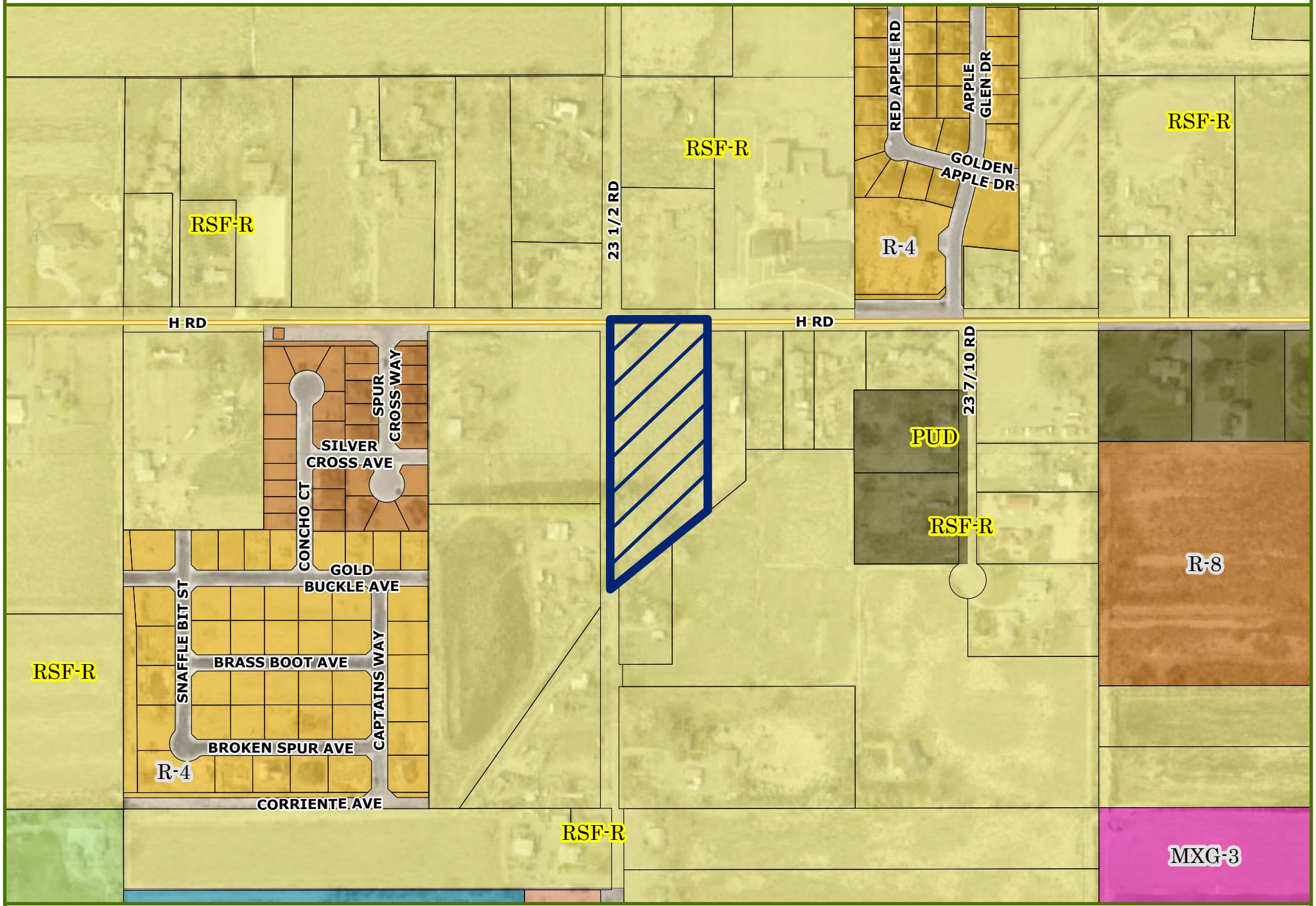


Hartman Brothers Annexation - Land Use

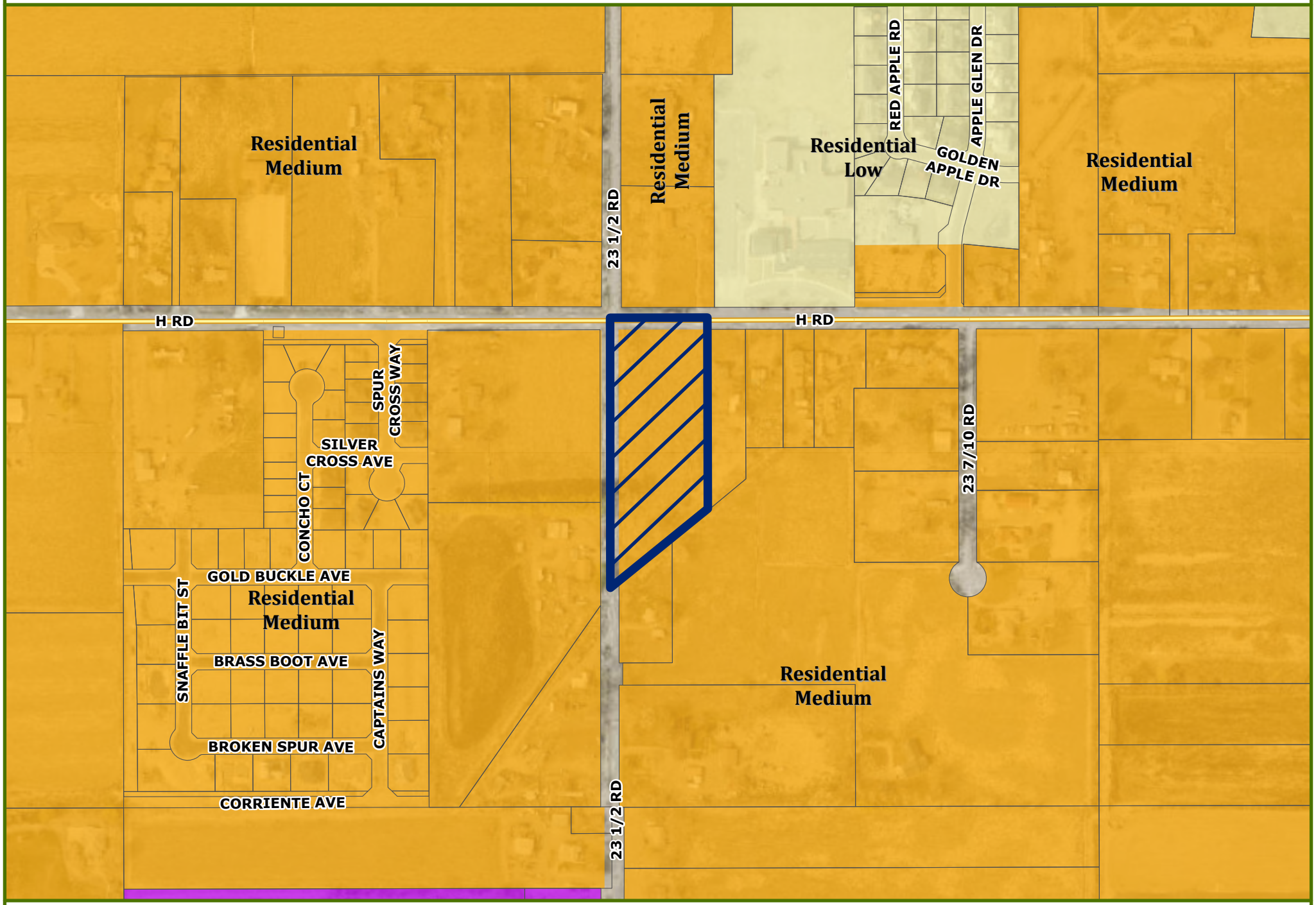


Date Created: 11/9/2023

Fire Station No. 7 Annexation - Zoning



Fire Station No. 7 Annexation - Land Use



Date Created: 11/9/2023








AHEAD

FIRE STATION NO. 7 ANNEXATION SCHEDULE	
February 21, 2024	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
March 12, 2024	Planning Commission considers Zone of Annexation
March 20, 2024	Introduction of Ordinance on Annexation and Zoning by City Council
April 3, 2024	Public Hearing on Annexation and Zoning by City Council
May 5, 2024	Effective date of Annexation and Zoning

ANNEXATION SUMMARY		
File Number:		ANX-2023-740
Location:		2351 H Road
Tax ID Numbers:		2701-321-00-081
# of Parcels:		1
Existing Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		3.744
Developable Acres Remaining:		3
Right-of-way in Annexation:		0.499 acres (H Road)
Previous County Zoning:		RSF-R
Proposed City Zoning:		RM-8
Current Land Use:		Vacant
Comprehensive Plan Land Use:		Residential Medium
Values:	**Assessed:**	$1,540
	Actual:	$5,840
Address Ranges:		2351 to 2353 H Rd (odd only) & 788 to 798 23 1/2 Rd (even only)
Special Districts:	**Water:**	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	GJ Rural Fire District
	Irrigation/Drainage:	Grand Valley Irrigation Co & GV Drainage
	School:	District 51
	Pest:	Grand River Mosquito Control District
	Other:	Colorado River Water Conservancy

Fire Station No. 7
Neighborhood Meeting Notes
November 29, 2023

A meeting was held at Appleton Elementary School. There were 14 members of the public that attended along with two members of D51 staff and six staff from the City. School District 51 staff included Tim Leon and Eddie Mort. In attendance from the city were Chief Ken Watkins, Gus Hendricks and Ellis Thompson from the Fire Department, Dave Thornton from Community Development Department and Trent Prall, Kristen Armbruster and Eric Mocko from the City Engineering and Transportation Department.

City staff conducted the meeting with Chief Ken Watkins, Gus Hendricks from the Fire Department and Dave Thornton from Community Development presenting the proposed Fire Station and proposed annexation and zoning of the city owned property at 2351 H Road. The city's proposal is to annex and zone the property to R-8.

Public Comments/Questions

Public comments and questions included concerns with fire truck ingress and egress from the site and the noise that can come from emergency calls and leaving the station, and emergencies occurring during high traffic school drop off and pick up times.

Students drop off and pick up at Appleton Elementary School was discussed and the traffic with that already occurring as well as student safety in getting to and from school.

There were general concerns about the compatibility of the station with the neighborhood including discussions of buffering and setbacks from property lines. A question was asked about whether other locations that a have less impact on surrounding neighbors were explored.

There were no concerns expressed about the annexation or zoning to R-8 of the fire station property at 2351 H Road.

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 21st day of February 2024, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

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

FIRE STATION NO. 7 ANNEXATION

APPROXIMATELY 3.744 ACRES
LOCATED ON PROPERTY AT 2351 H ROAD

WHEREAS, on the 21st day of February, 2024, 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:

FIRE STATION NO. 7 ANNEXATION
Perimeter Boundary Legal Description
A Serial Annexation Comprising of Fire Station No. 7 Annexation No. 1 and Fire Station No. 7 Annexation No. 2
EXHIBITS A & B

Fire Station No. 7 Annexation No. 1 Legal Description

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52”E, with all other bearings relative thereto; thence S00°05'07”W a distance of 2.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52”E a distance of 263.00 feet along the south line of the SOUTH TWENTY ANNEXATION NO. 1, ORDINANCE NO. 4836 ; thence leaving said north line S00°05'07”W a distance of 502.50 feet to the centerline of the Appleton drain; thence along said centerline S47°12'08”W a distance of 2.73 feet; thence leaving said centerline, N00°05'07”E a distance of 502.36 feet; thence N89°57'52"W a distance of 261.00 feet to the west line of the Northwest Quarter of the Northeast Quarter of said Section 32; thence along said west line N00°05'07"E, a distance of 2.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING 1528.88 Square Feet or 0.035 Acres, more or less.

Fire Station No. 7 Annexation No. 2 Legal Description

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52”E, with all other bearings relative thereto; thence S00°05'07”W a distance of 4.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52”E a distance of 261.00 feet along the south line of the FIRE STATION NO. 7 ANNEXATION NO. 1; thence leaving said south line S00°05'07”W a distance of 502.36 feet along the west line of the FIRE STATION NO. 7 ANNEXATION NO. 1, to the centerline of the Appleton drain; thence along said centerline S47°12'08”W a distance of 138.86 feet; thence continuing on said drain centerline, S50°08'18”W a distance of 207.72 feet, to a point on the west line of the Northwest Quarter of the Northeast Quarter of said Section 32; thence leaving said centerline along said west line N00°05'07"E, a distance of 730.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING 161,560.33 Square Feet or 0.3.709 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 3rd day of April, 2024, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner’s consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

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

ADOPTED the 21st day of February, 2024.

_____
Anna M. Stout
President of the Council

ATTEST:

_____
Amy Phillips
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

DATES PUBLISHED
February 23rd, 2024
March 1st, 2024
March 8th, 2024
March 15th, 2024

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO FIRE STATION NO. 7 ANNEXATION

LOCATED ON PROPERTY AT 2351 H ROAD APPROXIMATELY 3.744 ACRES

WHEREAS, on the 21st day of February, 2024, 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 _____, 2024; 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:

FIRE STATION NO. 7 ANNEXATION
Perimeter Boundary Legal Description
A Serial Annexation Comprising of Fire Station No. 7 Annexation No. 1 and Fire Station No. 7 Annexation No. 2
EXHIBITS A & B

Fire Station No. 7 Annexation No. 1 Legal Description

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52”E, with all other bearings relative thereto; thence S00°05'07”W a distance of 2.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52”E a distance of 263.00 feet along the south line of the SOUTH TWENTY ANNEXATION NO. 1, ORDINANCE NO. 4836 ; thence leaving said north line S00°05'07”W a distance of 502.50 feet to the centerline of the Appleton drain; thence

along said centerline S47°12'08”W a distance of 2.73 feet; thence leaving said centerline, N00°05'07”E a distance of 502.36 feet; thence N89°57'52"W a distance of 261.00 feet to the west line of the Northwest Quarter of the Northeast Quarter of said Section 32; thence along said west line N00°05'07"E, a distance of 2.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING 1528.88 Square Feet or 0.035 Acres, more or less.

Fire Station No. 7 Annexation No. 2 Legal Description

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52”E, with all other bearings relative thereto; thence S00°05'07”W a distance of 4.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52”E a distance of 261.00 feet along the south line of the FIRE STATION NO. 7 ANNEXATION NO. 1; thence leaving said south line S00°05'07”W a distance of 502.36 feet along the west line of the FIRE STATION NO. 7 ANNEXATION NO. 1, to the centerline of the Appleton drain; thence along said centerline S47°12'08”W a distance of 138.86 feet; thence continuing on said drain centerline, S50°08'18”W a distance of 207.72 feet, to a point on the west line of the Northwest Quarter of the Northeast Quarter of said Section 32; thence leaving said centerline along said west line N00°05'07"E, a distance of 730.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING 161,560.33 Square Feet or 0.3.709 Acres, more or less.

INTRODUCED on first reading this 21st day of February, 2024 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2024 and ordered published in pamphlet form.

_____
Anna M. Stout
President of the Council

ATTEST:

_____
Amy Phillips
City Clerk

EXHIBIT A

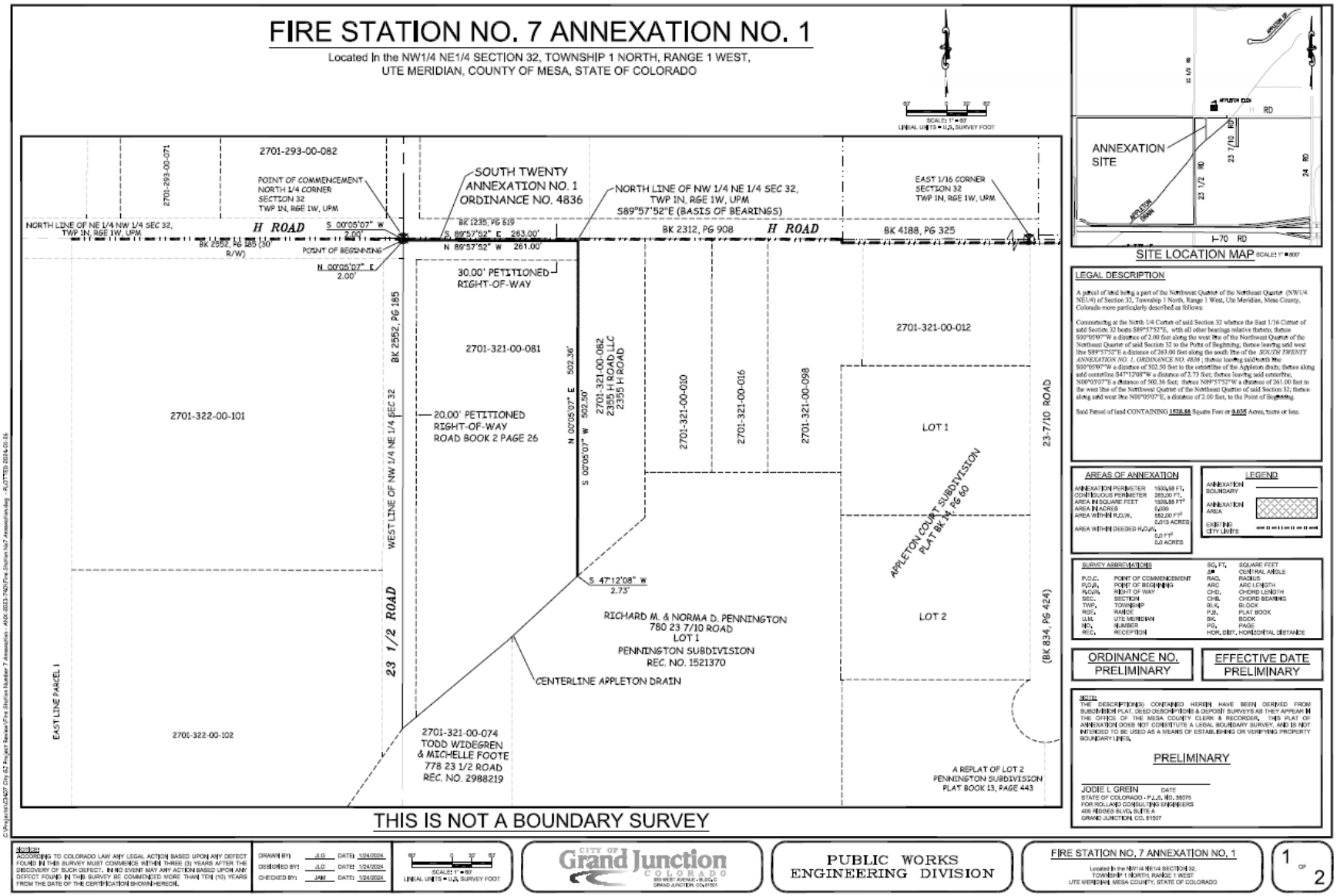
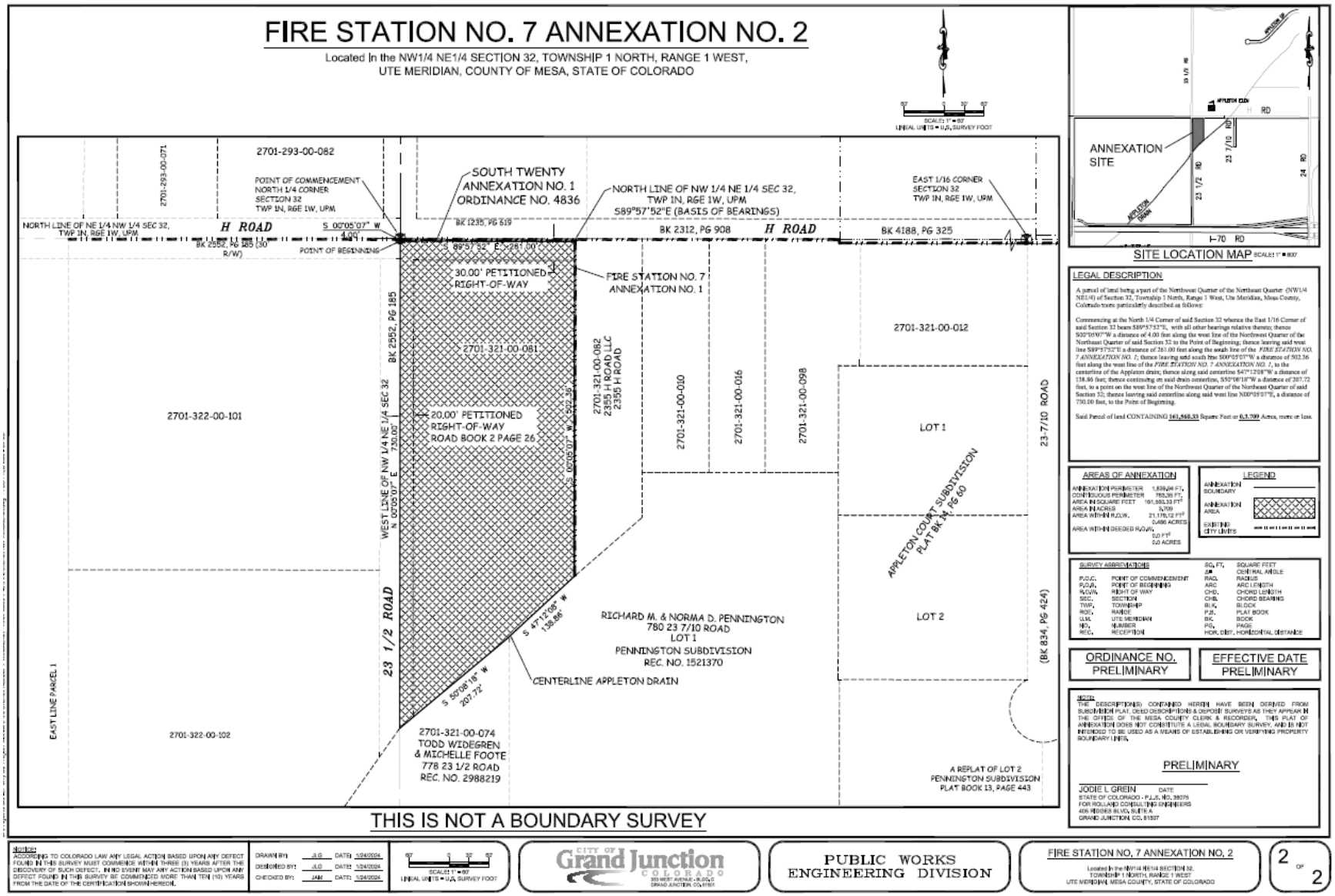

FIRE STATION NO. 7 ANNEXATION NO. 1
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LINEAL UNITS = U.S. SURVEY FOOT
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2701-293-00-071
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NORTH 1/4 CORNER
SECTION 32
TWP 1N, RGE 1W, UPM
SOUTH TWENTY
ANNEXATION NO. 1
ORDINANCE NO. 4836
NORTH LINE OF NW 1/4 NE 1/4 SEC 32,
TWP 1N, RGE 1W, UPM
S89°57'52"E (BASIS OF BEARINGS)
EAST 1/16 CORNER
SECTION 32
TWP 1N, RGE 1W, UPM
NORTH LINE OF NE 1/4 NW 1/4 SEC 32,
TWP 1N, RGE 1W, UPM
H ROAD
S 00°05'07" W
2.00'
BK 2552, PG 185 (30' R/W)
POINT OF BEGINNING
N 00°05'07" E
2.00'
BK 1235, PG 619
S 89°57'52" E 263.00'
N 89°57'52" W 261.00'
BK 2312, PG 908
H ROAD
BK 4188, PG 325
30.00' PETITIONED
RIGHT-OF-WAY
2701-321-00-081
2701-321-00-012
2701-322-00-101
20.00' PETITIONED
RIGHT-OF-WAY
ROAD BOOK 2 PAGE 26
BK 2552, PG 185
WEST LINE OF NW 1/4 NE 1/4 SEC 32
N 00°05'07" E 502.36'
S 00°05'07" W 502.50'
2701-321-00-082
2701-321-00-010
2701-321-00-016
2701-321-00-098
LOT 1
LOT 2
23-7/10 ROAD
(BK 834, PG 424)
APPLETON COURT SUBDIVISION
PLAT BK 14, PG 60
S 47°12'08" W
2.73'
RICHARD M. & NORMA D. PENNINGTON
780 23 7/10 ROAD
LOT 1
PENNINGTON SUBDIVISION
REC. NO. 1521370
CENTERLINE APPLETON DRAIN
EASTLY LINE PARCEL I
23 1/2 ROAD
2701-322-00-102
2701-321-00-074
TODD WIDEGREN
& MICHELLE FOOTE
778 23 1/2 ROAD
REC. NO. 2988219
A REPLAT OF LOT 2
PENNINGTON SUBDIVISION
PLAT BOOK 13, PAGE 443
THIS IS NOT A BOUNDARY SURVEY
ANNEXATION SITE
SITE LOCATION MAP
LEGAL DESCRIPTION
A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:
Said Parcel of land CONTAINING 1538.88 Square Feet or 0.035 Acres, more or less.
AREAS OF ANNEXATION
LEGEND
ANNEXATION BOUNDARY
ANNEXATION AREA
EXISTING CITY LIMITS
SURVEY ABBREVIATIONS
ORDINANCE NO.
PRELIMINARY
EFFECTIVE DATE
PRELIMINARY
NOTES
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.
PRELIMINARY
JODIE L GREIN
DATE
STATE OF COLORADO - P.L.S. NO. 38075
FOR ROLLAND CONSULTING ENGINEERS
406 HEROES BLVD, SUITE A
GRAND JUNCTION, CO. 81507
DRAWN BY: JLG DATE: 1/24/2024
DESIGNED BY: JLG DATE: 1/24/2024
CHECKED BY: JAM DATE: 1/24/2024
SCALE 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT
CITY OF Grand Junction COLORADO
PUBLIC WORKS
ENGINEERING DIVISION
FIRE STATION NO. 7 ANNEXATION NO. 1
Located in the NW1/4 NE1/4 SECTION 32,
TOWNSHIP 1 NORTH, RANGE 1 WEST
UTE MERIDIAN, MESA COUNTY, STATE OF COLORADO
1 OF 2

EXHIBIT B


FIRE STATION NO. 7 ANNEXATION NO. 2
Located In the NW1/4 NE1/4 SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO
2701-293-00-082
2701-293-00-071
POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 32
TWP 1N, RGE 1W, UPM
SOUTH TWENTY
ANNEXATION NO. 1
ORDINANCE NO. 4836
NORTH LINE OF NW 1/4 NE 1/4 SEC 32,
TWP 1N, RGE 1W, UPM
S89°57'52"E (BASIS OF BEARINGS)
EAST 1/16 CORNER
SECTION 32
TWP 1N, RGE 1W, UPM
NORTH LINE OF NE 1/4 NW 1/4 SEC 32,
TWP 1N, RGE 1W, UPM
H ROAD
S 00°05'07" W
4.00'
POINT OF BEGINNING
BK 1235, PG 619
BK 2312, PG 908
BK 4188, PG 325
30.00' PETITIONED
RIGHT-OF-WAY
FIRE STATION NO. 7
ANNEXATION NO. 1
BK 2552, PG 185
2701-321-00-081
20.00' PETITIONED
RIGHT-OF-WAY
ROAD BOOK 2 PAGE 26
2701-321-00-082
2355 H ROAD LLC
2355 H ROAD
2701-321-00-012
2701-321-00-010
2701-321-00-016
2701-321-00-098
2701-322-00-101
WEST LINE OF NW 1/4 NE 1/4 SEC 32
N 00°05'07" E 730.00'
S 00°05'07" W 202.36'
LOT 1
23-7/10 ROAD
APPLETON COURT SUBDIVISION
PLAT BK 14, PG 60
23 1/2 ROAD
S 47°13'06" W
138.86'
RICHARD M. & NORMA D. PENNINGTON
780 23 7/10 ROAD
LOT 1
PENNINGTON SUBDIVISION
REC. NO. 1521370
LOT 2
(BK 834, PG 424)
CENTERLINE APPLETON DRAIN
S 50°08'18" W
207.72'
EAST LINE PARCEL 1
2701-322-00-102
2701-321-00-074
TODD WIDEGREN
& MICHELLE FOOTE
778 23 1/2 ROAD
REC. NO. 2988219
A REPLAT OF LOT 2
PENNINGTON SUBDIVISION
PLAT BOOK 13, PAGE 443
THIS IS NOT A BOUNDARY SURVEY
ANNEXATION SITE
I-70
SITE LOCATION MAP
LEGAL DESCRIPTION
A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:
Commencing at the North 1/4 Corner of said Section 32 whence the East 1/16 Corner of said Section 32 bears S89°57'52"E, with all other bearings relative thereto; thence S00°05'07"W a distance of 4.00 feet along the west line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the Point of Beginning; thence leaving said west line S89°57'52"E a distance of 261.00 feet along the south line of the FIRE STATION NO. 7 ANNEXATION NO. 1; thence leaving said south line S00°05'07"W a distance of 502.36 feet along the west line of the FIRE STATION NO. 7 ANNEXATION NO. 1, to the centerline of the Appleton drain; thence along said centerline S47°12'08"W a distance of 138.86 feet; thence continuing on said drain centerline, S50°08'18"W a distance of 207.72 feet, to a point on the west line of the Northeast Quarter of said Section 32; thence leaving said centerline along said west line N00°05'07"E, a distance of 730.00 feet, to the Point of Beginning.
Said Parcel of land CONTAINING 161,560.33 Square Feet or 3.709 Acres, more or less.
AREAS OF ANNEXATION
ANNEXATION PERIMETER 1,830.04 FT.
CONTIGUOUS PERIMETER 785.36 FT.
AREA IN SQUARE FEET 161,560.33 FT²
AREA IN ACRES 3.709
AREA WITHIN R.O.W. 21,175.12 FT²
0.486 ACRES
AREA WITHIN DEEDED R.O.W/S 0.0 FT²
0.0 ACRES
LEGEND
ANNEXATION BOUNDARY
ANNEXATION AREA
EXISTING CITY LIMITS
SURVEY ABBREVIATIONS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W/A RIGHT OF WAY
SEC. SECTION
TWP. TOWNSHIP
RGE. RANGE
U.M. UTE MERIDIAN
NO. NUMBER
REC. RECEPTION
SQ. FT. SQUARE FEET
Δ CENTRAL ANGLE
RAD. RADIUS
ARC ARC LENGTH
CHD. CHORD LENGTH
CHB. CHORD BEARING
BLK. BLOCK
P.B. PLAT BOOK
BK. BOOK
PG. PAGE
HOR. DIST. HORIZONTAL DISTANCE
ORDINANCE NO.
PRELIMINARY
EFFECTIVE DATE
PRELIMINARY
NOTES
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.
PRELIMINARY
JODIE L GREIN DATE
STATE OF COLORADO - P.L.S. NO. 38575
FOR ROLLAND CONSULTING ENGINEERS
405 RIDGES BLVD, SUITE A
GRAND JUNCTION, CO, 81507
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: JLG DATE: 1/24/2024
DESIGNED BY: JLG DATE: 1/24/2024
CHECKED BY: JAM DATE: 1/24/2024
SCALE 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT
CITY OF Grand Junction COLORADO
PUBLIC WORKS
ENGINEERING DIVISION
FIRE STATION NO. 7 ANNEXATION NO. 2
Located In the NW1/4 NE1/4 SECTION 32,
TOWNSHIP 1 NORTH, RANGE 1 WEST,
UTE MERIDIAN, MESA COUNTY, STATE OF COLORADO
2 OF 2

Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: February 21, 2024

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Kenneth Haley, Engineering Manager

Information

SUBJECT:

Construction Contract for Reconstruction of Yucatan Court and Summer Hill Court

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Sorter Construction of Grand Junction, CO for the Reconstruction of Yucatan Court and Summer Hill Court project in the amount of $618,181.

EXECUTIVE SUMMARY:

East and West Yucatan Court and Summer Hill Court have deteriorated beyond the point that surface treatment is appropriate and requires a full reconstruction of the asphalt pavement section as well as the replacement of various sections of the curb and gutter. The surface failures on this section of the street are largely caused by poor subgrade soils under the asphalt/concrete that have resulted in uneven road settling. This project proposes to reconstruct the uneven concrete sections and fully reconstruct the failed sections of asphalt pavement in advance of the chip seal operations on the adjacent streets.

BACKGROUND OR DETAILED INFORMATION:

The condition of City streets is rated on a periodic basis as part of the City's asset management program to determine appropriate maintenance treatments. Ideally, the City streets are maintained at a level that requires regular surface treatment and minimizes the amount of more costly reconstruction efforts. The Paradise Hills Subdivision and Summer Hill Townhomes Subdivision are located within the maintenance zone scheduled for chip seal treatment in 2024. However, both East and West Yucatan Court have deteriorated beyond the point that surface treatment is

appropriate and requires a full reconstruction of the asphalt pavement section as well as replacement of various sections of curb and gutter. The surface failures on this section of the street are largely caused by poor subgrade soils under the asphalt/concrete that has resulted in uneven road settling. There is also a similar street failure that has occurred on a section of Summer Hill Court in the neighboring subdivision.

This project proposes to reconstruct the uneven concrete sections and fully reconstruct the failed sections of asphalt pavement in advance of the chip seal operations on the adjacent streets. The project will replace approximately 1,100 linear feet of curb & gutter, 5,200 SY of new road base (12" thick), and repaving 1,710 linear feet of residential streets.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Four companies attended a non-mandatory pre-bid meeting and one company submitted a bid, which was found to be responsive and responsible in the following amounts:

Firm	Location	Bid Amount
Sorter Construction	Grand Junction, CO	$618,181
Mountain Valley Contracting, Inc.	Grand Junction, CO	$640,768
970 Excavation, Inc.	Grand Junction, CO	$693,589
CW Construction, LLC	Grand Junction, CO	$901,950
Oldcastle SW Group Inc, dab United Companies	Grand Junction, CO	$910,710

If this contract is approved, the project is scheduled to begin this Spring and will take approximately 90 days to complete.

Per Section 1.1.3 Paragraph 3 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The funding for this project is in the 2024 Adopted Budget in the Sales Tax Capital Improvement Fund as part of the Contract Street Maintenance program.

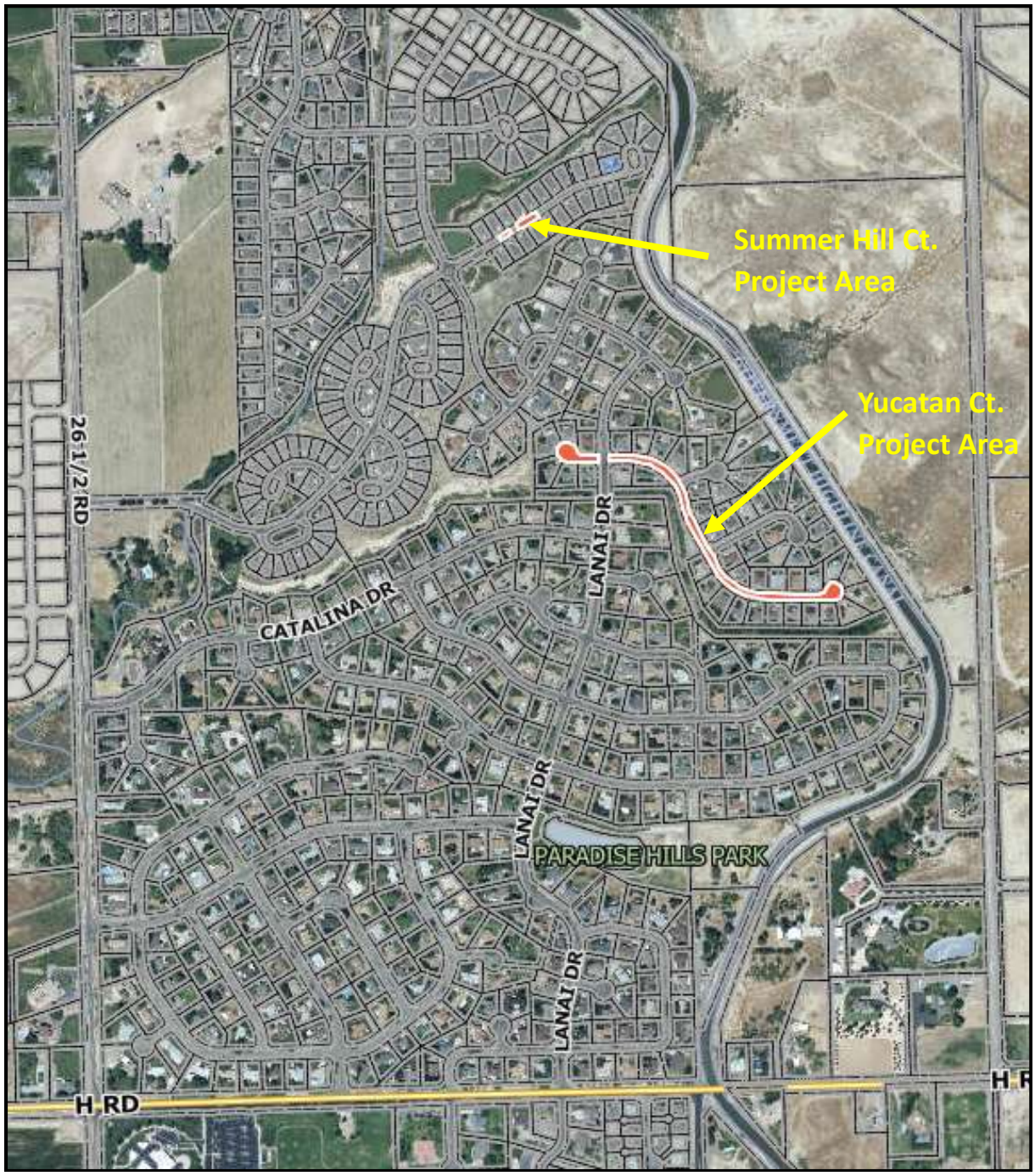
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Sorter Construction of Grand Junction, CO for the Reconstruction of Yucatan Court and Summer Hill Court project in the amount of $618,181.

Attachments

1. Project Vicinity Map

Project Vicinity Map
for
Yucatan Ct & Summer Hill Ct.
Reconstruction Project



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date:	February 21, 2024
Presented By:	Trenton Prall, Engineering & Transportation Director, Jay Valentine, General Services Director
Department:	Engineering & Transportation
Submitted By:	Konrad Vallard, Real Estate Manager

Information

SUBJECT:

Authorization for an On-Call Contract for Professional Right-of-Way Acquisition Services

RECOMMENDATION:

Staff recommends that the City Purchasing Division enter into two separate on-call contracts with Transportation Resource Services, Inc. dba TRS Corp and HDR Engineering, Inc. for professional right-of-way acquisition services.

EXECUTIVE SUMMARY:

The purpose of this contract is for professional right-of-way acquisition services on an as-needed basis to support the City's capital improvement projects.

BACKGROUND OR DETAILED INFORMATION:

The City's 2024 Capital Improvement Plan identifies 10 transportation projects that will require additional right-of-way and/or easements from multiple parcels. The City currently has one staff member dedicated to the management of real estate that assists all departments in necessary acquisitions. The City has a history of contracting additional right-of-way acquisition services for work that exceeds the internal capacity of staff. For the past four years, this has included having an on-call contract with a primary and secondary firm to provide right-of-way acquisition services that have primarily assisted with acquisitions for transportation and utility projects.

The range of real estate services needed to support the implementation of the City's capital plans includes acquisitions of real property (right-of-way, easements, licenses,

etc.), relocation, appraisal, land valuation, and title examination services.

A formal Request For Proposal was issued via BidNet Direct, notifying 92 suppliers, resulting in approximately 22 plan takers. The Secondary Vendor List on BidNet also notified the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and ten (10) other potential respondents. Additionally, the solicitation was advertised in The Daily Sentinel and posted on the City's Purchasing website. The City received four (4) proposals that were determined to be responsive and responsible by the following firms:

Company	**Location**
HDR Engineering, Inc.	Denver, CO
Land Right, LLC	Durango, CO
Transportation Resource Services, Inc. dba TRS Corp.	Colorado Springs, CO
Western States Land Services, LLC	Loveland, CO

After conducting a thorough evaluation of the proposals, an evaluation committee identified the top two firms TRS Corp. and HDR Engineering, Inc., which were then chosen to proceed to interviews. Upon completion of interviews, it was determined that both finalists possessed the necessary qualifications to undertake the required work. Each firm exhibited significant strengths tailored to various types of anticipated right-of-way projects. In light of the volume of projects to be undertaken simultaneously and the capacity of the firms, the evaluation committee recommended that the City engage in contracts with both firms, deeming it the most advantageous approach.

This strategy of engaging multiple on-call firms for this type of work aligns with the practices of other municipalities, effectively distributing the workload between the two selected firms based on the needs of the individual capital projects. Given that many of the projects that require right-of-way acquisition services are multi-year projects and, if awarded, subject to satisfactory performance, the Parties may mutually agree to renew the Contract for up to three (3) additional one (1)-year periods, contingent upon the City Council's appropriation of funds.

Section 1.1.3 of the Purchasing Manual, Confidentiality: Confidential information obtained during procurement activities will be respected and protected as provided by law. All solicitation documents shall remain confidential until the Purchasing Division awards the contracts.

The estimated annual spending on these services is projected to be over $200,000.

FISCAL IMPACT:

The funding for professional right-of-way acquisition services are included in the 2024 Adopted Budget within the individual planned capital improvement projects.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into two separate on-call contracts with Transportation Resource Services, Inc, dba TRS Corp., and HDR Engineering, Inc. for professional right-of-way acquisition services.

Attachments

None

Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: February 21, 2024

Presented By: Jay Valentine, General Services Director

Department: General Services

Submitted By: Kyle Coltrinari/Jay Valentine

Information

SUBJECT:

Purchase of Parking Meters and Kiosks

RECOMMENDATION:

Authorize the City Purchasing and Parking Divisions to enter into a purchase agreement with Mackay Meters for $456,557, to purchase 102 single-space meters, 311 two-bay parking meters, and 17 parking kiosks.

EXECUTIVE SUMMARY:

In accordance with the purchasing policy, the City will piggyback on the procurement process completed by the national cooperative Omnia Partners Contract #05-37 to acquire 102 single-space meters, 311 two-bay parking meters, and 17 parking kiosks for City parking lots. These parking solutions, produced by Mackay Meters, incorporate advanced features to enhance operational efficiency, customer convenience, and sustainability.

BACKGROUND OR DETAILED INFORMATION:

In response to the evolving needs of the community, the City Parking Division conducted a thorough evaluation of available parking solutions. After a successful pilot program on 3rd and 6th streets in 2023, staff have identified the need to upgrade our parking infrastructure to meet modern standards. The proposed purchase includes 102 single-space meters, 311 two-bay parking meters, and 17 parking kiosks, all manufactured by Mackay Meters. These new meters will have the capability to accept credit cards, coins, and payments through phone services. The introduction of digital displays will facilitate real-time reporting, making parking enforcement more efficient. Key features include:

1. Improved Payment Options: The new meters will accept credit cards, coins, and

payments through phone services, offering a comprehensive range of payment options for users.
2. Digital Display: The inclusion of digital displays will enable space-by-space reporting, providing accurate and timely information for parking enforcement.
3. Fee Changes: The new meters will allow for quick and easy adjustments to parking fees with the click of a button, providing flexibility and adaptability to changing circumstances.
4. Operational Efficiencies: The pilot program on 3rd and 6th streets demonstrated significant operational efficiencies, including improved revenue tracking, serviceability, and overall customer service.
5. Sustainability: The new meters will be powered by solar energy, aligning with the City's commitment to sustainability and reducing its environmental footprint.
The proposed purchase aligns with the City's commitment to providing innovative and sustainable solutions for its residents. The City Parking Division is confident that the acquisition of these advanced parking meters and kiosks will enhance the overall parking experience in the city.

FISCAL IMPACT:

The funds for the $456,557 purchase of parking meters and kiosks are included in the parking fund's 2024 Adopted Budget.

SUGGESTED MOTION:

I move to (approve/deny) the piggyback purchase of 102 single-space meters, 311 two-bay parking meters, and 17 parking kiosks from Mackay Meters, at a total cost of $456,557, which has already been appropriated in the 2024 budget, to enhance operational efficiency, customer convenience, and sustainability in our city's parking infrastructure.

Attachments

None

Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: February 21, 2024

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Kenneth Haley, Engineering Manager

Information

SUBJECT:

Construction Contract for 30 Road Overlay

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a construction Contract with Elam Construction, Inc. of Grand Junction, CO for the 30 Road Overlay project in the amount of $576,851.50.

EXECUTIVE SUMMARY:

This project includes an asphalt overlay on a 1-mile section of 30 Road from D Road to E Road as part of the City's Contract Street Maintenance program and requires Council action to enter into a construction contract for the work.

BACKGROUND OR DETAILED INFORMATION:

The condition of City streets is rated on a periodic basis as part of the City's asset management program to determine appropriate maintenance treatments. Ideally, the city streets are maintained at a level that requires regular surface treatment and minimizes the amount of more costly reconstruction efforts. The section of 30 Road from D Road to E Road deteriorated past the point of regular surface treatment maintenance, but it does not warrant a full reconstruction. Instead, the proposed maintenance treatment approach for this section of 30 Road involves an overlay, which includes the removal and replacement of the top mat of asphalt.

30 Road is a minor arterial in the City's transportation network that serves over 10,000 vehicles per day and has been identified as a high priority in the City's overlay program since 2022. Concrete repairs were completed along this corridor in 2023 to replace all non-compliant sidewalks and ramps in advance of the planned overlay. The proposed project consists of removing and replacing the top 2 inches of asphalt along the width of

the road from D Road to E Road, estimated to include 2,585 tons of new asphalt.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Three companies submitted formal bids, which were found to be responsive and responsible in the following amounts:

Firm	Location	Bid Amount
Elam Construction, Inc.	Grand Junction, CO	$576,851.50
Mountain Valley Contracting, Inc.	Grand Junction, CO	$655,158.30
Oldcastle SW Group Inc, dab United Companies	Grand Junction, CO	$620,302.20

If this contract is approved, the project is scheduled to begin this Spring and will take approximately 30 days to complete.

Per Section 1.1.3 Paragraph 3 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The funding for this project is in the 2024 Adopted Budget in the Sales Tax Capital Improvement Fund as part of the Contract Street Maintenance program.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Elam Construction, Inc. of Grand Junction, CO for the 30 Road Overlay project in the amount of $576,851.50.

Attachments

None

Grand Junction City Council

Regular Session

Item #3.e.

Meeting Date: February 21, 2024

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Community Development

Submitted By: Jennifer Nitzky, Sustainability Coordinator

Information

SUBJECT:

Contract with Winn Marion for Electric Vehicle Supply Equipment (EVSE) under the Colorado State Price Agreement

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a contract with Winn Marion for Electric Vehicle Supply Equipment (EVSE) under the Colorado State Price Agreement in the amount of $316,462.

EXECUTIVE SUMMARY:

Staff recommends purchasing all Electric Vehicle Supply Equipment (EVSE) for fleet and public charging stations from Winn Marion, a company out of Centennial, CO. By piggybacking off the state's price agreement, the City will receive a significant cost saving on the planned purchase of EV charging facilities.

BACKGROUND OR DETAILED INFORMATION:

Staff received two grants in 2023 from the Colorado Energy Office to install public and fleet charging stations. Since the award, staff have been working with Xcel Energy to determine the most ideal and precise locations for each set of charging stations and will enter into an agreement with them through their EVSI program. In this program, all the necessary underground infrastructure to install new charging stations at the locations outlined below will be installed by Xcel.

To receive a higher construction allowance from Xcel, the City recommends the procurement of 19.2 kW Level 2 charging stations for all new purchases that need infrastructure development from Xcel. The three charging stations the City already owns and operates are 6.2 kW, but procuring such a low-output charger no longer makes financial sense. After receiving advice from Drive Clean Colorado and CDOT,

staff determined that piggybacking off the state's price agreement would provide the most cost-effective and expedited way to procure charging stations. After receiving quotes from multiple companies, staff recommends procuring chargers from Winn Marion, a company located out of Centennial, Colorado. They have provided a proposal (attached) that includes Level 2 stations at 19.2 kW and DCFC stations at 120 kW output.

With Council authorization to sign a contract with Winn Marion, they will provide the equipment, installation, warranty, and networking for five years (in compliance with the grant) for the nine public charging stations and the three fleet charging stations.

Public charging station locations:
115 S 5th St Parking Lot: Two Dual Port Level 2 Chargers 19.2 kW544
28 ¼ Rd (Columbine Park): Two Dual Port Level 2 Chargers 19.2 kW2415
Monument Rd Lunch Loops Trailhead: Two Dual Port Level 2 Chargers 19.2 kW
1240 Gunnison Ave (Lincoln Park): Two Dual Port Level 2 Chargers 19.2 kW135
S 7th St (Avalon Parking Lot): One Dual Port DCFC 120 kW

Fleet charging station location:
333 West Ave: Two Dual Port Level 2 Chargers 19.2 kW and One Dual Port DCFC 120 kW

FISCAL IMPACT:

The total cost of this project, estimated at $346,056, is budgeted in the 2024 capital improvement fund. The amount to be paid to Winn Marion is proposed at $316,462, and $29,594 to Xcel Energy based on their preliminary quotes. City match for both public charging stations and fleet stations will be $176,056. Charge Ahead Colorado will be contributing $111,000 towards the public charging stations, and Fleet Zero will be contributing $59,000 towards the fleet stations.

SUGGESTED MOTION:

I move to (approve/deny) authorization the City Purchasing Division to enter into a contract with Winn Marion for Electric Vehicle Supply Equipment (EVSE) under the Colorado State Price Agreement in the amount of $316,462.

Attachments

1. Grand Junction Winn Marion Proposal

Winn-Marion Barber, LLC
7151 South Blackhawk St, Centennial, CO, 80112
Phone: 303.778.6767 ▪ Fax: 303.733.9836 ▪ Email: jimhussey@winn-marion.com

EV Charger Proposal
City of Grand Junction

115 S 15th Street, Grand Junction, CO 81501					
Line	Description	Quantity	Unit	Price	Total
1	**ABB Terra AC 19.2kW Charger**				
	80/40A Unit With Display, Metering Capability and SIM Card Option. Single Port. Two Year Standard Parts Warranty.	4	Each	$1,655	$6,620
2	**ABB Charger Pedestal**				
	Charger Pedestal with Built-In Cable Retraction. For one or 2 chargers.	2	Each	$1,749	$3,498
3	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription required under the Charge Ahead Colorado grant. $240/port/year x 5.	4	Each	$1,200	$4,800
	SIM Card Hosting, Per Charging Port. 5 years required under the Charge Ahead Colorado grant. $120/port/year x 5.	4	Each	$600	$2,400
4	**Labor and Travel**				
	Install 4 chargers on 2 pedestals. Install pedestals to concrete foundations (by others). Bring Xcel Energy supplied wire infrastructure into chargers. Power up chargers and commission on charging network.	1	Total	$2,000	$2,000
	Install 4 bolt down bollards. Paint 4 parking spaces with "EV Only" graphics	1	Total	$1,500	$1,500
	Travel, Lodging and Per Diem (one overnight)	1	Total	$2,200	$2,200
5	**Warranty**				
	Parts only extended warranty - 5 years required under the Charge Ahead Colorado grant.	4	Per Unit	$260	$1,040
6	**Shipping**				
	ABB Terra AC Wallbox Charger	4	Each	$55	$220
	TOTAL				**$24,278**

Winn-Marion Barber, LLC
7151 South Blackhawk St, Centennial, CO, 80112
Phone: 303.778.6767 ▪ Fax: 303.733.9836 ▪ Email: jimhussey@winn-marion.com

135 S. 7th St, Grand Junction, CO 81501					
1	**ABB Terra 124 High Current DC Fast Charger**				
	True open protocol (OCPP) 120kW DC Fast Charger, 2x 400A CCS1 Connector Dual-Outlet Configuration, 4G Modem-Connected, 7" Touchscreen Display, RFID, Cable Management, 2-Year Parts Warranty. Compatible with any true OCPP software networking platform.	1	Each	$78,891	$78,891
	Optional Credit Card Reader	1	Each	$1,980	$1,980
	ABB Charger Connect – Annual Includes GSM connectivity, live software updates and 24/7 NOC monitoring. Required to match warranty term.	5	Each	$240	$1,200
2	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription as required under the Charge Ahead Colorado grant. $240/port/year x 5.	2	Each	$1,200	$2,400
	SIM Card Hosting, Per charger. 5 years as required under the Charge Ahead Colorado grant. $120/charger/year x 5.	1	Each	$600	$600
3	**Labor and Travel**				
	Install charger on pre-poured concrete foundation (by others). Install 2 parking wheel stops. Paint 2 parking spaces with "EV Only" graphics. Bring Xcel Energy supplied wire infrastructure into charger. Power up charger and commission on charging network.	1	Total	$2,475	$2,475
	Install 2 bolt down bollards. Paint 2 parking spaces with "EV Only" graphics	1	Total	$1,200	$1,200
	Travel, Lodging and Per Diem (one overnight)	1	Total	$2,200	$2,200
4	**Warranty**				
	Parts only extended warranty - 5 years as required under the Charge Ahead Colorado grant.	1	Per Unit	$8,620	$8,620
5	**Shipping**				
	ABB Terra 124 DC Fast Charger	1	Each	Included	$0
	TOTAL				**$99,566**

333 West Ave, Grand Junction, CO 81501					
1	**ABB Terra 124 DC Fast Charger**				
	True open protocol (OCPP) 120kW DC Fast Charger, 2x 200A CCS1 Connector Dual-Outlet Configuration, 4G Modem-Connected, 7" Touchscreen Display, RFID, Cable Management, 2-Year Parts Warranty. Compatible with any true OCPP software networking platform.	1	Each	$74,830.95	$74,830.95
	Optional Credit Card Reader	1	Each	$1,980	$1,980
	ABB Charger Connect – Annual Includes GSM connectivity, live software updates and 24/7 NOC monitoring. Required to match warranty term.	5	Each	$240	$1,200
2	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription as required under the Charge Ahead Colorado grant. $240/port/year x 5.	2	Each	$1,200	$2,400

	SIM Card Hosting, Per charger. 5 years as required under the Charge Ahead Colorado grant. $120/charger/year x 5.	1	Each	$600	$600
3	**Labor and Travel**				
	Install charger on pre-poured concrete foundation (by others). Bring Xcel Energy supplied wire infrastructure into charger. Power up charger and commission on charging network.	1	Total	$2,475	$2,475
	Install 2 bolt down bollards. Paint 2 parking spaces with "EV Only" graphics	1	Total	$1,200	$1,200
	Travel, Lodging and Per Diem (one overnight)	1	Total	$2,200	$2,200
4	**Warranty**				
	Parts only extended warranty - 5 years as required under the Charge Ahead Colorado grant.	1	Per Unit	$8,620	$8,620
5	**Shipping**				
	ABB Terra 124 DC Fast Charger	1	Each	Included	$0
6	**ABB Terra AC 19.2kW Charger**				
	80/40A Unit With Display, Metering Capability and SIM Card Option. Single Port. Two Year Standard Parts Warranty.	4	Each	$1,655	$6,620
7	**ABB Charger Pedestal**				
	Charger Pedestal with Built-In Cable Retraction. For one or 2 chargers.	2	Each	$1,749	$3,498
8	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription required under the Charge Ahead Colorado grant. $240/port/year x 5.	4	Each	$1,200	$4,800
	SIM Card Hosting, Per Charging Port. 5 years required under the Charge Ahead Colorado grant. $120/port/year x 5.	4	Each	$600	$2,400
9	**Labor and Travel**				
	Install 4 level 2 chargers on 2 pedestals. Install charger pedestals on pre-poured concrete foundation (by others). Bring Xcel Energy supplied wire infrastructure into chargers. Power up chargers and commission on charging network	1	Total	$2,000	$2,000
	Install 4 bolt down bollards. Paint 4 parking spaces with "EV Only" graphics	1	Total	$1,500	$1,500
	Travel, Lodging and Per Diem (two overnights)	1	Total	$2,200	$2,200
10	**ABB Terra AC 19.2kW Charger Warranty**				
	Parts only extended warranty - 5 years required under the Charge Ahead Colorado grant.	4	Per Unit	$260	$1,040
11	**Shipping**				
	ABB Terra AC Wallbox Charger	4	Each	$55	$220
	TOTAL				**$119,783.95**

Winn-Marion Barber, LLC
7151 South Blackhawk St, Centennial, CO, 80112
Phone: 303.778.6767 ▪ Fax: 303.733.9836 ▪ Email: jimhussey@winn-marion.com

544 28 ¼ Rd,Grand Junction, CO 81501					
1	**ABB Terra AC 19.2kW Charger**				
	80/40A Unit With Display, Metering Capability and SIM Card Option. Single Port. Two Year Standard Parts Warranty.	4	Each	$1,655	$6,620
2	**ABB Charger Pedestal**				
	Charger Pedestal with Built-In Cable Retraction. For one or 2 chargers.	2	Each	$1,749	$3,498
3	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription required under the Charge Ahead Colorado grant. $240/port/year x 5.	4	Each	$1,200	$4,800
	SIM Card Hosting, Per Charging Port. 5 years required under the Charge Ahead Colorado grant. $120/port/year x 5.	4	Each	$600	$2,400
4	**Labor and Travel**				
	Install 4 chargers on 2 pedestals. Install pedestals to concrete foundations (by others). Bring Xcel Energy supplied wire infrastructure into chargers. Power up chargers and commission on charging network.	1	Total	$2,000	$2,000
	Install 4 bolt down bollards. Paint 4 parking spaces with "EV Only" graphics	1	Total	$1,500	$1,500
	Travel, Lodging and Per Diem (one overnight)	1	Total	$2,200	$2,200
5	**Warranty**				
	Parts only extended warranty - 5 years required under the Charge Ahead Colorado grant.	4	Per Unit	$260	$1,040
6	**Shipping**				
	ABB Terra AC Wallbox Charger	4	Each	$55	$220
	TOTAL				**$24,278**

1240 Gunnison Ave, Grand Junction, CO 81501					
1	**ABB Terra AC 19.2kW Charger**				
	80/40A Unit With Display, Metering Capability and SIM Card Option. Single Port. Two Year Standard Parts Warranty.	4	Each	$1,655	$6,620
2	**ABB Charger Pedestal**				
	Charger Pedestal with Built-In Cable Retraction. For one or 2 chargers.	2	Each	$1,749	$3,498
3	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription required under the Charge Ahead Colorado grant. $240/port/year x 5.	4	Each	$1,200	$4,800
	SIM Card Hosting, Per Charging Port. 5 years required under the Charge Ahead Colorado grant. $120/port/year x 5.	4	Each	$600	$2,400
4	**Labor and Travel**				
	Install 4 chargers on 2 pedestals. Install pedestals to concrete foundations (by others). Bring Xcel Energy supplied wire infrastructure into chargers. Power up chargers and commission on charging network.	1	Total	$2,000	$2,000

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	Install 4 bolt down bollards. Paint 4 parking spaces with "EV Only" graphics.	1	Total	$1,500	$1,500
	Travel, Lodging and Per Diem (one overnight)	1	Total	$2,200	$2,200
5	**Warranty**				
	Parts only extended warranty - 5 years required under the Charge Ahead Colorado grant.	4	Per Unit	$260	$1,040
6	**Shipping**				
	ABB Terra AC Wallbox Charger	4	Each	$55	$220
	TOTAL				**$24,278**

2415 Monument Road, Grand Junction, CO 81501					
1	**ABB Terra AC 19.2kW Charger**				
	80/40A Unit With Display, Metering Capability and SIM Card Option. Single Port. Two Year Standard Parts Warranty.	4	Each	$1,655	$6,620
2	**ABB Charger Pedestal**				
	Charger Pedestal with Built-In Cable Retraction. For one or 2 chargers.	2	Each	$1,749	$3,498
3	**Charger Networking Software and SIM Hosting**				
	EV Gateway Charger Management Software, Per Charging Port. 5-year subscription required under the Charge Ahead Colorado grant. $240/port/year x 5.	4	Each	$1,200	$4,800
	SIM Card Hosting, Per Charging Port. 5 years required under the Charge Ahead Colorado grant. $120/port/year x 5.	4	Each	$600	$2,400
4	**Labor and Travel**				
	Install 4 chargers on 2 pedestals. Install pedestals to concrete foundations (by others). Bring Xcel Energy supplied wire infrastructure into chargers. Power up chargers and commission on charging network.	1	Total	$2,000	$2,000
	Install 4 bolt-down bollards. Paint 4 parking spaces with "EV Only" graphics.	1	Total	$1,500	$1,500
	Travel, Lodging and Per Diem (one overnight)	1	Total	$2,200	$2,200
5	**Warranty**				
	Parts only extended warranty - 5 years required under the Charge Ahead Colorado grant.	4	Per Unit	$260	$1,040
6	**Shipping**				
	ABB Terra AC Wallbox Charger	4	Each	$55	$220
	TOTAL				**$24,278**
	SIX LOCATION PROJECT TOTAL				**$316,461.95**

Charger Lead Time After Received Order: 8-10 weeks

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Phone: 303.778.6767 ▪ Fax: 303.733.9836 ▪ Email: jimhussey@winn-marion.com

Project(s) Scope:

Install chargers and pedestals on concrete foundations (by others).
Install bolt-down protective bollards.
Paint each EV parking space with "EV Only" graphic.
Bring Xcel Energy supplied wire infrastucture into chargers.
Make chargers operational.
Test and commission chargers on EVGateway network with Winn-Marion electric vehicle.

Exclusions:

Electrical infrastructure (provided by Xcel Energy).
Utility provider fees.
Permit fees (Winn-Marion assumes permit fees will be waived but can calculate and add if required).
Concrete Foundations.
Parking lot striping.

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Winn-Marion Barber, LLC Standard Terms and Conditions of Sale

General

The following Terms and Conditions shall govern the Contract of Sale between Winn-Marion Companies and the Purchaser. These Terms and Conditions shall govern the subject order to the entire exclusion of all other terms and conditions. Any other provisions that are inconsistent with these terms and conditions shall be deemed without force or effect.

Warranty

Materials and Workmanship
Winn-Marion Companies warrants that the equipment to be supplied under this contract shall be free from defects for a period of 5 years from the date of delivery to customer. Should any failure to conform to this warranty arise within this time period, Winn-Marion Companies shall correct such nonconformity by repair or, at its option, by replacement, provided that the equipment has been stored, installed, maintained, and operated in accordance with good industry practice and any specific recommendations of Winn-Marion Companies. All claims must be submitted to Winn-Marion Companies during the period specified herein and during the warranty period or shall be deemed waived by Purchaser. Winn-Marion Companies shall have the right to inspect the defective equipment upon request, or if such is not installed, to have it returned by Purchaser. If it is found that the returned equipment is non-conforming to warranty, Winn-Marion Companies shall reimburse Purchaser for reasonable shipping charges and will return to Purchaser repaired or replaced goods at cost. If said equipment was installed and commissioned by Winn-Marion companies, it will be removed, inspected, repaired or replaced and installed per original agreement. Shall the equipment be found to be within specifications and not the cause of reported malfunctions, purchaser will be deemed responsible for the service cost and will be billed at the standard rate.

Correction of Nonconformities
Correction of nonconformities, whether patent or latent, in the manner and within the time provided above shall constitute the entire liability of Seller with respect to such equipment whether in contract, warranty, tort, strict liability, or otherwise.

WARRANTIES EXCLUSIVE
THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL, OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Prices

The contract price includes only the equipment and installation services listed. Changes in scope or function may result in additional cost of manufacturing, engineering, or service time. A contract supplement will be required when such changes affect the cost or delivery of the equipment. Winn-Marion Companies will ship prepaid and bill freight charges in addition to contract amount unless other arrangements are made. Advance written request for shipment by Purchaser's preferred carrier or routing will be honored; all charges thereon shall be for Purchaser's account. **Payment terms are: 50% due to place equipment orders, 30% upon equipment delivery, and the remainder due upon project completion (each address).**

Taxes

The amount of any present or future sales, revenue, excise or other taxes applicable to the products listed herein shall be added to the purchase price and shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide Winn-Marion Companies with a tax exemption certificate acceptable to relevant taxing authorities.

Delivery

All scheduled completion dates are estimated. Winn-Marion Companies will use its best efforts to maintain the dates specified; however, Winn-Marion Companies shall not be liable for any delay or failure in the estimated delivery or shipment, or for any damages suffered by reason thereof.

Force Majeure

Winn-Marion Companies shall not be liable for any loss or damage resulting from delay in the prosecution or completion of the work caused by labor disputes, acts of God, fires, riots, thefts, accidents, inability to obtain necessary labor, materials, components, or fuel, acts of the Government, or any other cause which is beyond the reasonable control of Winn-Marion Companies. Winn-Marion Companies agrees to notify Purchaser if any of these events occur and Purchaser will extend the dates by a period of time equal to the delay experienced and its consequences, if any.

Delays

Should Purchaser request a holdup in the prosecution of the work, costs associated with the holdup, if any, shall be for Purchaser's account. Should Purchaser request a delay in shipment once the equipment is ready for shipment, Winn-Marion Companies will arrange for storage at

Purchaser's expense. In this event, the date equipment was placed into storage shall be considered the date of delivery, payment shall be made and title shall transfer accordingly.

Contract Documents

Any drawings, sketches or other documents furnished by Winn-Marion Companies are strictly for the stated use of Purchaser and/or Owner in the assembly and use of the equipment as covered by the Purchase Order. The information contained in such documents is proprietary to Winn-Marion Companies. It is agreed that neither Purchaser nor Owner shall copy, publish or otherwise disseminate such documents or their contents to any other party without the prior written permission of Winn-Marion Companies.

Returns and Shortages

The Purchaser shall not be entitled to return any equipment shipped to it hereunder, except as permitted by Winn-Marion Companies, and subject to such procedures and to such restocking charges as Winn-Marion Companies may determine, in its sole discretion. Shortages must be reported in writing to Winn-Marion Companies within ten (10) days of receipt of material; otherwise, shipment is presumed to be complete and in accordance with bill of lading and packing list.

Limitation of Liability

In no event, shall Winn-Marion Companies, its subcontractors or its vendors be liable in contract tort, strict liability, indemnity, warranty or otherwise, for any special, indirect, incidental or consequential damages, such as but not limited to, loss of anticipated profits or revenue, loss of use of system, nonoperation or increased cost of operation of other equipment, cost of capital, cost of purchased or replacement product or power, or claims of customers of Purchaser for loss or damage of any nature whatsoever.
The liability of Winn-Marion Companies, its subcontractors or vendors with respect to any contract, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair, replacement or use of any equipment covered by or furnished under this contract, whether in contract, in tort, in warranty, in indemnity and in strict liability, or otherwise, shall not exceed the purchase price paid and the Buyer will indemnify and hold Winn-Marion Companies harmless from any and all liability arising under this contract in excess of said purchase price amount.
Buyer further agrees to assign Winn-Marion Companies obligation, rights, responsibilities and benefits under this Agreement to Buyer's Customer upon Winn-Marion Companies completion of the Purchase Order. The foregoing does not limit Winn-Marion Companies liability for any injury to, or death of a person, caused by the gross negligence of Winn-Marion Companies. The remedies of the Purchaser set forth in this contract are exclusive.

Changes in Law

In the event that any federal, state, or municipal law or regulation, as well as design code, or professional standard, is modified or is instituted after the effective date of this contract, and which mandates changes in the equipment to be supplied hereunder, any increase in the cost of labor and material necessary for compliance with these changes, will be for the Purchaser's account. Such changes in the equipment may also result in changes in warranty and delivery.

Cancellation

Purchaser may terminate this order, in whole or in part, with payment of reasonable charges, based upon expenses incurred and a reasonable profit thereon, and payment of all termination charges or costs due Winn-Marion Companies suppliers.

Title and Risk of Loss

Title and Risk of Loss shall pass to the Purchaser upon delivery to the carrier unless specified otherwise.

Governing Law and Arbitration

This Contract, its acceptance, sale of the equipment, and any other matter arising out of the transaction contemplated hereunder shall be governed by the substantive law of the State of Colorado. Any disputes arising under this Contract shall be referred to binding arbitration in Centennial, Colorado, under the commercial arbitration rules of the American Arbitration Association.

Customer Acceptance _____ Date _____

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: February 21, 2024

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam, Downtown Development Authority

Information

SUBJECT:

A Resolution Authorizing a DOLA Strong Communities Infrastructure Grant Program Application

RECOMMENDATION:

Approval of Resolution Xx-24 Authorizing a DOLA Strong Communities Infrastructure Grant Program Application

EXECUTIVE SUMMARY:

The City will submit an application for the DDA's Terminal redevelopment project. The Terminal aligns with City/DDA goals by creating a mixed-use infill development that revitalizes an area of downtown with residential density. The project's goal is to provide approximately 95 urban, mixed-income apartments catering to the local workforce, alongside additional commercial spaces. The workforce housing units will be restricted to specific income levels through a 30-year Land Use Restriction Agreement (LURA).The projected completion date is in Q4 2026, with all itemized expenses applicable to the Strong Communities Grant expended no later than Q2 2026.

BACKGROUND OR DETAILED INFORMATION:

The Strong Communities Grant Program is designed to support local government efforts to revitalize downtown areas in order to provide affordable residential (up to 140% AMI) units, remediate blight and encourage and enhance connectivity and multi-modal options in the downtown core. The project will also create arts and culture space via the Colorado Creative Industries Space to Create Program. The project has already been selected by the program and has received funding of $3.2 million from the Colorado Office of Economic Development and International Trade (OEDIT) through the Community Revitalization Grant. Applications to the Strong Communities Grant program cannot be submitted unless approved by the City Council.

The Terminal is the proposed redevelopment of 230 S 5th Street and a vacant parcel across the alley on Colorado Avenue, both owned by Grand Junction Downtown Development Authority (DDA). The property is an important gateway into downtown from CO Highway 50 from the south and is currently vacant and blighted. As a residential mixed-use project, The Terminal will achieve the City of Grand Junction and DDA's stated goals of infill and redevelopment and residential density downtown. The project site is strategically located within multiple incentive districts, including the GJ Creative District, DDA's Business Improvement District, and the City's Redevelopment Area. The DDA acquired the property for redevelopment with the goal of revitalizing the corridor and developing more housing units that meet the demand for affordability and accessibility. The project's goal is to provide approximately 95 urban, mixed-income apartments catering to the local workforce, alongside additional commercial spaces and a Space to Create facility with affordable artist studios and meeting space. The workforce housing units will be restricted to specific income levels through a 30-year Land Use Restriction Agreement (LURA). The projected completion date is in Q4 2026, with all itemized expenses applicable to the Strong Communities Grant expended no later than Q2 2026.

The City is requesting $2,302,832 in funding through the Strong Communities program to support infrastructure improvements associated with The Terminal project. The Strong Communities Infrastructure program provides funding for infill infrastructure projects that support affordable housing and are within or adjacent to a downtown area, core business district, transit oriented development, making this funding source well aligned with the Terminal project. Furthermore, the Colorado Department of Local Affairs has narrowed the initial pool of applicants during the pre-application process from 58 projects to 19 that were formally invited to apply, including the Terminal Project. These grants have a suggested maximum of $4 million with a required match of 20%. This grant requires council approval of the application.

FISCAL IMPACT:

If Council authorizes the application for the DOLA grant and the grant is awarded, this project will support efforts to revitalize downtown areas and encourage and enhance connectivity and multi-modal options in the downtown core. There is no fiscal impact to the City of Grand Junction. The twenty percent match is covered by a combination of DDA funds and foundation grants they have received.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No.12-24 for submission of an application for the DOLA Strong Communities Grant Program.

Attachments

1. Strong Communities Infrastructure Grant Program Letters
2. RES-DOLA Strong Communities 20240214

CITY OF Grand Junction COLORADO

CITY COUNCIL

February 1, 2024

Colorado Department of Local Affairs
Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203

To Whom It May Concern,

I am writing this letter on behalf of the City of Grand Junction to express our full support and commitment to applying for the Terminal Project under the Strong Communities Infrastructure Grant Program.

The Terminal is a transformative mixed-use development that will help achieve our goals for downtown revitalization and increasing affordable housing. This project encompasses the adaptive reuse of a vacant property into 90 mixed-income apartments, ground floor commercial space, and a creative industries incubator. It will bring much-needed workforce housing, amenities, density, and vitality to the core of our downtown.

Our City Council will be considering an official resolution in support of the Strong Communities Infrastructure Grant application at our meeting on February 7, 2024. However, given the timing of our council schedule in relation to the upcoming grant deadline, I wanted to provide this letter on behalf of our elected body affirming our commitment to and strong support for pursuing these funds.

The City of Grand Junction understands the obligations and requirements outlined in the grant guidelines. We have assembled an experienced project team, conducted outreach with key stakeholders, and structured a project that aligns with the goals of the grant program. We are prepared to begin work promptly if awarded and can meet all deadlines for completion and fund expenditure.

On behalf of City Council, we look forward to submitting a competitive application for this transformative project. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Anna Stout
Mayor

CITY OF Grand Junction COLORADO

CITY COUNCIL

February 1, 2024

Colorado Department of Local Affairs
Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203

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The Terminal is a transformative mixed-use development that will help achieve our goals for downtown revitalization and increasing affordable housing. This project encompasses the adaptive reuse of a vacant property into 90 mixed-income apartments, ground floor commercial space, and a creative industries incubator. It will bring much-needed workforce housing, amenities, density, and vitality to the core of our downtown.

Our City Council will be considering an official resolution in support of the Strong Communities Infrastructure Grant application at our meeting on February 7, 2024. However, given the timing of our council schedule in relation to the upcoming grant deadline, I wanted to provide this letter on behalf of our elected body affirming our commitment to and strong support for pursuing these funds.

The City of Grand Junction understands the obligations and requirements outlined in the grant guidelines. We have assembled an experienced project team, conducted outreach with key stakeholders, and structured a project that aligns with the goals of the grant program. We are prepared to begin work promptly if awarded and can meet all deadlines for completion and fund expenditure.

On behalf of City Council, we look forward to submitting a competitive application for this transformative project. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Anna Stout
Mayor

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE APPLICATION FOR THE DOLA STRONG COMMUNITIES GRANT

Recitals:

City Council has considered and for the reasons stated in this Resolution, authorizes an application for a grant, if awarded, and if the grant agreement is reviewed and approved by the City and the DDA, to provide financial assistance to the DDA's Terminal Project together with certain public enhancements to alleyways and streetways in near proximity (Project).

The Strong Communities grant program (Program) is designed to support local government efforts to revitalize downtown areas to provide affordable residential (up to 140% AMI) units, remediate blight and encourage and enhance connectivity and multi-modal options in downtowns. The Project will also create arts and culture space via the Colorado Creative Industries Space to Create Program.

The Project has already been selected by the Program and has received funding of $3.2 million from the Colorado Office of Economic Development and International Trade (OEDIT) through a Community Revitalization Grant. Applications to the Program cannot be submitted unless approved by the City Council.

The Colorado Department of Local Affairs (DOLA) has narrowed the initial pool of applicants during the pre-application process from 58 to 19 communities which were invited to apply. The grant request is for $2.3 million with a 20% required local match that will be supplied by DDA funds. The Project aligns with City/DDA goals by creating a mixed-use infill development that revitalizes a blighted area of the Downtown with residential density. The Project's goal is to provide approximately 95 urban, mixed-income apartments for the local workforce, alongside additional commercial spaces. The workforce housing units will be restricted to specific income levels through a 30-year Land Use Restriction Agreement (LURA).The projected completion date for the Project is in Q4 2026, with all itemized expenses applicable to the Strong Communities Grant expended no later than Q2 2026.

This effort aligns with the DDA's Plan of Development along with the City's Comprehensive Plan, both of which encourage multi-modal activity and encourage infill development as a sustainable and productive way to develop the Downtown core.

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

1. The Recitals are incorporated herein and in consideration of the same the Grand Junction City Council strongly supports the application to DOLA to obtain Program funds needed to complete the Project.

DRAFT

2. The City Manager is authorized and directed to work to finalize and timely submit such DOLA grant application.

3. If the grant is awarded, the City Council will support the completion of the Project, and in furtherance thereof authorizes the City Manager to review and sign, in consultation with the DDA, an acceptable grant agreement on behalf of the City as grantee of the DOLA grant.

4. This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this 21st day of February 2024.

_____

Anna Stout
President, Grand Junction City Council

ATTEST:

_____

Amy Phillips
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: February 21, 2024

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

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution Confirming the School Land Dedication Fee for a Period of 180 Days

RECOMMENDATION:

Adopt and approve Resolution ____ confirming the school land dedication fee for a period of 180 days

EXECUTIVE SUMMARY:

With this Resolution, the City Council will confirm the current school land dedication fee of $920 per lot; however, because of the ongoing reconsideration of City impact fees, the Resolution sets and confirms the fee on a temporary basis. The fee, unless extended and/or amended by further action of the Council, shall continue for a period of 180 days from the date of this Resolution.

BACKGROUND OR DETAILED INFORMATION:

In 1996 the City Council adopted a school land dedication and fee ordinance at the request of Mesa County Valley School District 51 (District). Those standards are now codified as section 21.02.070(b) of the Zoning and Development Code (Code). Since initial adoption, the City has collected school impact fees as part of the development process pursuant to the Code. Likewise, Mesa County and the City of Fruita have also collected the fee.

With the recent review and update of the Code, additional consideration is being given to impact fees. The current school land fee, $920 per lot, which amount is also being collected by Mesa County and Fruita, was set administratively by the City in 2017. That fee did not have the benefit of specific review and approval by City Council resolution, but instead was implemented by and with the 2018 and subsequent City budgets. With the approval of this Resolution, the current fee will be extended and confirmed for a

period of 180 days during which time the City and the School District will compile data relative to the calculation formula provided in the Code and present a recommendation to City Council.

FISCAL IMPACT:

This fee is collected on behalf of the District. The city withholds 3 percent to reimburse for administrative costs, which average approximately $10,000 to $20,000 per year, then the remainder is disbursed to the District as per the Ordinance.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 13-24 confirming the school land dedication fee for a period of 180 days as provided in the Resolution.

Attachments

1. RES-SLD Fee 20240208

RESOLUTION NO. __-24

A RESOLUTION CONFIRMING THE SCHOOL LAND DEDICATION FEE FOR A PERIOD OF 180 DAYS

Recitals.

In 1996 the City Council adopted a school land dedication and fee ordinance at the request of Mesa County Valley School District 51 (District). Those standards are now codified as section 21.02.070(b) of the Zoning and Development Code (Code). Since initial adoption, the City has collected school impact fees as part of the development process pursuant to the Code. Likewise, Mesa County and the City of Fruita have also collected the fee.

With the adoption of Ordinance 5190 the City Council reviewed and updated much of the Code; however, updates to the impact fee sections of the Code were deferred for additional study. As a predicate matter to that work, and in accordance with an inquiry from Council, the City Staff closely reviewed the *School Land Dedication (SLD)* fee as provided in section 21.02.070(b)(2) of the Code. That initial review showed that the current fee, $920 per lot (Fee), which amount is also being collected by Mesa County and Fruita, was set administratively by the City in 2017. That Fee did not have benefit of specific review and approval by City Council resolution, but instead was implemented by and with the 2018 and subsequent City budgets.

With this Resolution the City Council confirms the current Fee; however, because of the ongoing reconsideration of City impact fees, the City Council does by and with this Resolution set and confirm the Fee on a temporary basis. The Fee, unless extended and/or amended by further action of the Council, shall continue for a period of 180 days from the date of this Resolution.

During the 180-day term the City Council anticipates that City Staff will review District data and formulate, as provided in section 21.02.070(b)(2)(i) – (iii) of the Code (Formula), a recommendation regarding the Fee. The data, specifically the student generation rates of new residential development and the quantity of land required to build new school facilities on a per pupil basis, as called for in the Formula will, together with the average cost per acre of suitable school lands within the school district ("average cost per acre for SLD fee") be considered by City Council in the 180 days following the approval of this Resolution.

As further provided in the Code, school land fees are imposed and collected to assist the District with mitigating the need or demand for additional real property for expansion of school facilities and construction of new school facilities necessitated by new residential development in the District, or to reimburse the District for sums expended to acquire such property.

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Section 21.02.070(b)(2)(iii) of the Code requires notice if the impact fee is recommended to change. Because this Resolution is not changing the Fee no public hearing is required.

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

1) That the Recitals are incorporated herein.
2) That the school impact fee authorized by the City's Zoning and Development Code section 21.02.070(b) is confirmed on a temporary (180 day) basis as provided in this Resolution to be $920.00 per lot.
3) Imposition and collection of the Fee shall be in accordance with the Code.

PASSED and ADOPTED this 21st day of February 2024.

_____

Anna M. Stout
President of the City Council

ATTEST:

_____

Amy Philips
City Clerk

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Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: February 21, 2024

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Introduction of an Ordinance Authorizing a License Agreement for the Sale of Naming Rights at the Community Recreation Center Pools and Setting a Hearing for March 6, 2024

RECOMMENDATION:

Staff recommends that the City Council pass and adopt Ordinance ___ on first reading, authorize publication in pamphlet form, and set a public hearing for March 6, 2024.

EXECUTIVE SUMMARY:

The proposed license agreement would enable naming of the Community Recreation Center Pools in exchange for $3,000,000 from Intermountain Health dba St. Mary's.

BACKGROUND OR DETAILED INFORMATION:

The City circulated a Request for Proposals on September 6, 2023, with the intention of identifying a partner to operate a physical therapy space within the Community Recreation Center (CRC). The RFP also requested a contribution for naming rights of the CRC pools.

Intermountain Health dba St. Mary's Regional Hospital submitted a detailed proposal. After negotiations with the City, their final offer includes $3,000,000 for naming rights of the pools (signage to be placed at the entrance to the pools and will be only for the pool area), $1,554,000 towards the capital costs of adding their 2,900 square foot space and $168,000 per year with a 2.5 percent annual escalation for rent and operating costs. This capital contribution and the rent pertaining to their lease of the space will be further discussed in the lease agreement with the therapy provider at the CRC, which is a separate agenda item on this February 21 City Council agenda. Over the 10-year period of the initial lease term, this constitutes a total contribution of $6,436,000.

The agreement represents a significant financial benefit to the City. This is critical to funding the additional 19,000 square feet of building that the City Council supported at the December 4, 2023, workshop. There is also a substantial community health benefit. With an opportunity to enable more prevention and better health outcomes for patients recovering from knee replacements, hip replacements, and other major health events, St. Mary's is very excited about the chance to be at the CRC. In addition to the financial contributions discussed above, operating revenue from fees is expected to increase with the promotion of annual membership with therapy patients.

FISCAL IMPACT:

The total revenue to the City for the naming rights of the CRC pools is $3,000,000, which will serve as one of the funding sources for the construction costs of the Community Recreation Center.

SUGGESTED MOTION:

I move to introduce Ordinance ____ approving the License Agreement for the sale of naming rights at the Grand Junction Community Recreation Center pools, authorize publication of Ordinance in pamphlet form, and set a public hearing for March 6, 2024.

Attachments

1. AGR-SMH Naming GJCRC Pools Proposed Final CLEAN (02.13.24) - Copy
2. ORD-SMH Naming Rights 20240205

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into as of the day of March 7, 2024 ("Effective Date") by and between the **City of Grand Junction, a Colorado Home Rule Municipality**, ("City"), and **St. Mary's Hospital and Medical Center, Inc. d/b/a Intermountain Health St. Mary's Regional Hospital** ("Licensee"), City and Licensee may be referred to herein as the "Parties" or in context individually as a "Party."

RECITALS

WHEREAS, the City is intending to construct a community recreation center, located at 2844 Patterson Road, Grand Junction, Colorado 81506 ("GJCRC"), which construction is anticipated in 2024, and upon completion, the City will own, operate, and manage the GJCRC, which will include, without limitation, a leisure pool, lap pool and wellness pool within the GJCRC (collectively, the "Pools") as well a physical rehabilitation clinic located in the GJCRC ("Therapy Clinic"); and

WHEREAS, in consideration for a lump sum fee paid by the Licensee to the City, the City Council desires to grant the Licensee a license to exclusively name the Pools, as jointly agreed to by the Parties, as well as other related ancillary benefits as set forth herein; and,

WHEREAS, the Parties will negotiate, and if mutually acceptable terms are established, enter into a separate agreement for the Licensee's lease and use of the Therapy Clinic.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, including the Recitals which are incorporated as substantive terms hereof, and other good and valuable consideration, the sufficiency of which are hereby acknowledged by the City and the Licensee, to support the making and the enforcement of this Agreement, the Parties hereby agree as follows:

1. Naming Rights for the Pools at GJCRC.

A. Naming Rights to the Pools. During the Term of this Agreement, the City grants to Licensee the exclusive license to name the Pools pursuant to the terms hereof ("Naming Rights"). As of the Effective Date, the name of the Pools for purposed of this Agreement will be "Intermountain Health St. Mary's Regional Hospital Pools" (the "Name"), unless amended or changed by mutual written agreement of the Parties. Licensee shall be responsible for all costs and expenses that arise from such name change including, but not limited to, the Signage, Logos, or other licensed materials produced, altered, or procured in reliance on the Name being "Intermountain Health St. Mary's Regional Hospital Pools."

B. Marks. During the Term of this Agreement, Licensee may develop, at Licensee's sole expense and in collaboration with the City, a graphic design incorporating the Name, which when used in connection with the "Intermountain Health Mark," defined as Intermountain

Health's trademark, image, copyrighted material or other intellectual property, shall constitute and serve as a "Logo." The Name, Logo, and/or any stylized form or combination thereof may be referred to herein as the "Marks." Licensee shall at all times remain the owner of the Marks, including without limitation, the trademark and copyrights associated therewith, if any. Licensee grants the City a limited, non-exclusive, royalty free, non-transferable license to use the Marks only for purposes related to performance under this Agreement and subject to Licensee's prior approval who will respond within a reasonable period of time.

C. Signage. In connection to the Naming Rights granted to Licensee, City will add signage containing the Name and Marks ("Signage") in accordance with a plan, including appearance/design, locations, square footage, and electrical needs for the Signage for City approval, which shall not be unreasonably withheld. The Signage shall not exceed three in number. The signage shall not exceed two (2) feet by five (5) feet. The Signage shall be smaller than GJCRC signage. Signage shall not include any wayfinding signage, which shall be the responsibility of the City at its sole discretion.

D. Promotion and Marketing. During the Term of this Agreement and in addition to the other rights granted by this Agreement, the City grants the Licensee the following rights:

i. Advertising, Promotion, and Publicity. The City, prior to, during, and after opening the GJCRC, will advertise, promote, and publicize Licensee and the Marks and the Licensee's connection to the Pools through, at a minimum, the following channels:

(a) Digital marketing. The City, at its expense, will use digital marketing that displays the Name or Marks for the promotion of the Pools on its website, social media channels, and any email marketing, when referencing the Pools.

(b) Printed materials. City, at its expense, will cause the Logo to be incorporated and used in printed marketing, promotional, newsletters, and press materials that involve the Pools for the opening of the GJCRC.

(c) Community events. Each of the Parties will identify the Pools by the Name or Marks in written and oral references to the Pools for any events organized by the City and held at the GJCRC.

(d) Authorized terminology. Licensee has the exclusive right to use the following terminology in any advertising or publicity effort organized by the Licensee:

1. Official / Proud Partner of the Community Recreation Center
2. Official / Proud Health Partner of the Community Recreation Center

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3. Official / Proud Medical Partner of the Community Recreation Center
4. Founding Partner of the Community Recreation Center
5. Other designations as mutually agreed upon by the Parties

ii. Miscellaneous Promotional Opportunities.

(a) Community Engagement Events. Licensee will be permitted, but not required, to be the presenting sponsor of at least one (1) community engagement event per year focusing on promoting health and wellness, to be held within the GJCRC in a place agreeable to the City. Community engagement events shall be planned and executed at the mutual agreement of the Parties and could include but are not limited to run/walk events, educational sessions, recreational sporting events, and mental health awareness and injury prevention seminars. Licensee and the City agree to mutually design and promote such community engagement events, including via email distributions, GJCRC newsletters, bulletin boards, and other available marketing channels. A community engagement event is defined as a publicly available event where residents can attend and participate. Prior to the event(s) the Parties will determine if the event(s) is(are) available to only paying patrons of the GJCRC or if available notwithstanding membership or daily admission status.

(b) First Right of Refusal for Medical Support. In the event that any event that is hosted on the GJCRC campus requires first aid stations or the presence of a medical provider, Licensee shall have first right of refusal to provide such services. The City shall provide at least ninety (90) days advance written notice to Licensee of any such opportunities. This stipulation does not apply to City staff that may be present such as staff of the Grand Junction Fire Department or the lifeguard staff of the GJCRC.

(c) Fifty (50) day passes to the GJCRC each year. Each day pass will be valid for a single day visit to the GJCRC.

(d) A dedicated display of at least 11" by 17" in size within the main entrance of the GJCRC to promote general health and wellness tips.

iii. Exclusivity. Licensee shall have the exclusive right in the healthcare category to use the Name and Marks in joint community events held at the GJCRC. Healthcare category is defined as entities working generally in the field of healthcare.

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2. Payment and Costs.

A. Naming Rights Fee. In consideration for the Naming Rights and associated benefits set forth in Section 1 of this Agreement, Licensee will pay City Three Million and 00/100 Dollars ($3,000,000.00) ("Fee") for the Initial Naming Rights Term, as defined herein, with 50% of the Fee paid by March 30, 2024 and the remaining fifty percent (50%) of the Fee paid by June 1, 2025.

B. Costs and Expenses. Licensee shall pay for all costs and expenses associated with development of the Marks and shall pay for all costs and expenses associated with the initial and ongoing preparation, installation, and maintenance of its Signage. All Signage must be approved in writing by the City in advance prior of erection of any Sign(s). Any sign must be smaller and less prominent than any City signs. Additional language on the Signage plan is described above.

3. Term and Termination.

A. Term. This Agreement shall commence on the Effective Date and continue through March 6, 2074, so long as the City is still operating the GJCRC ("Initial Naming Rights Term"), unless extended or earlier terminated as provided herein. The Licensee shall have the option to extend the Initial Naming Rights Term for an additional fifty (50) year term ("Renewal Naming Rights Term") (collectively, the Initial Naming Rights Term and each additional Renewal Naming Right Term shall be the "Term"). A Renewal Naming Rights Term(s), if any, will be subject to negotiation and mutual agreement by and between the Parties upon the expiration of the Initial Naming Rights Term.

B. Termination.

i. Without Cause. Licensee may, at its sole option, terminate this Agreement at any time without cause by providing at least one hundred twenty (120) days' notice to City.

ii. In the instance that the City closes the GJCRC, which decision is solely in its discretion, this License shall terminate, without claim for payment or right of offset of any portion of the Fee, whether closure is in the Initial or the Renewal Naming Rights Term.

iii. Default. Any of the following events shall constitute an event of default ("Default") by the acting or relevant party ("Defaulting Party"):

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a. Failure to cure any material breach of this Agreement within sixty (60) days after receipt of written notice to the Defaulting Party.

b. A breach of any representation, obligation, or warranty in this Agreement.

c. A Party becomes insolvent.

iv. Termination and Remedies. In the event of a Default, the non-defaulting Party may terminate this Agreement upon written notice to the Defaulting Party.

4. Notice. Any notice, demand, or other communication required or permitted to be given by any provision of this License shall be given in writing, delivered personally, or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, addressed as follows:

To the City:

City of **GRAND JUNCTION**
Attn: City Manager
250 North 5th Street

Grand Junction, CO. 81501
Ph: (970) 244-1501

With a copy to:

City of **GRAND JUNCTION**
Attn: City Attorney
250 North 5th Street
Grand Junction, CO. 81501
Ph: (970) 244-1501

To Licensee:

St. Mary's Hospital & Medical Center, Inc. d/b/a
Intermountain Health
St. Mary's Regional Hospital
Chief Executive Officer
2635 N. 7th Street
Grand Junction, CO 81501

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With a copy to:

IMH
Legal Department
500 Eldorado Blvd., Ste 4300
Broomfield, CO 80021

All notices, demands, requests or other communications shall be effective upon such personal delivery, or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, or three (3) business days after deposit in the United States mail. By giving the other party thereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5. No Continuing Obligation. In no event shall this Agreement create a long-term funding obligation; any City funding is and will be subject to annual appropriation by the City Council in its discretion.

6. Assignment. Licensee shall not in any manner transfer or assign or attempt to transfer or assign this Agreement or any aspect of it, without the prior written consent of the City, and any attempt to do so without the City's prior written consent shall be null and void and confer no rights on third persons. The City may in its sole discretion refuse to consent to an assignment(s).

7. Binding Effect. This License shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any dispute regarding this License shall be proper in Mesa County, Colorado.

9. Attorneys' Fees. In the event either Party to this License commences an action to enforce any of the provisions hereof, the prevailing Party in such action shall recover from the other Party.

10. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third person to create the relationship of employer and employee, principal, and agent, or of a partnership or joint venture, or of any association between Licensee and the City.

11. Headings for Convenience Only. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this License.

12. Modification. This License and its attached exhibits set forth the entire understanding and agreement between the Parties hereto with respect to the Premises. Except as otherwise provided herein, this License may be modified, amended, changed, or terminated, in whole or in part, only

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by an agreement in writing and duly authorized and executed by the Parties hereto.

13. Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this License, but this License shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

14. Survival. Unless provided for otherwise, all rights and obligations of the Parties herein described and agreed to be performed, or which by the nature thereof are or would be required to be performed, regardless of termination of this License or subsequent to the term of the License shall survive any termination of this License or the term of the license.

IN WITNESS WHEREOF, the Parties have executed this License, intending it to be effective as of the date first set forth above.

CITY
City of Grand Junction, a Colorado Home Rule Municipality

By: _____
Anna Stout, President of City Council

Date: _____

ATTEST:

By: _____
Amy Phillips, City Clerk

LICENSEE
St. Mary's Hospital & Medical Center Inc. d/b/a
Intermountain Health St. Mary's Regional Hospital

By: _____

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Bryan Johnson, President

Date: _____

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ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR THE SALE OF THE NAMING RIGHTS OF THE AQUATIC AREA WITHIN THE TO BE CONSTRUCTED COMMUNITY RECREATION CENTER AT MATCHETT PARK (CRC) TO INTERMOUNTAIN HEALTH DBA ST. MARY'S HOSPITAL

Recitals:

The City of Grand Junction (City) and Intermountain Health dba St. Mary's Hospital (SMH) have agreed to certain terms and conditions by which the City will sell the naming rights to the aquatic area of the to be constructed Community Recreation Center at Matchett Park. Those terms and conditions have been reduced to an agreement (Agreement) by and between the City and SMH.

The primary term of the Lease shall be fifty years, with SMH having a fifty-year renewal option.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS:

1. Approval. The sale of the naming rights to Intermountain Health dba St. Mary's Hospital (Agreement) in the form attached as Exhibit 1 is hereby approved. The City Manager is hereby authorized to execute the Agreement by and on behalf of the City.

2. Severability. If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

3. Safety Clause. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

INTRODUCED AND ADOPTED on first reading this 21st day of February 2024 by the City Council of the City of Grand Junction, Colorado and order published in pamphlet form.

PASSED AND APPROVED this ___ day of ____ 2024 by the City Council of the City of Grand Junction, Colorado and order published in pamphlet form.

_____
Anna M. Stout
President of the City Council

Attest:

_____
Amy Phillips
City Clerk

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Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: February 21, 2024

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Introduction of an Ordinance Authorizing a Lease Agreement with a Therapy Provider at the Community Recreation Center and Setting a Hearing for March 6, 2024

RECOMMENDATION:

Staff recommends that the City Council pass and adopt Ordinance ___ on first reading, authorize publication in pamphlet form, and set a public hearing for March 6, 2024.

EXECUTIVE SUMMARY:

The proposed lease agreement would enable a 10-year initial lease term with three subsequent 5 year extensions for a total of 25 years for a built to suit 2900 square foot therapy space in the Community Recreation Center. This space would be operated by St. Mary's Hospital/Intermountain. Annual rent and operating expenses would be paid to the City starting at $168,000 per year with an annual 2.5% escalator. St. Mary's would also contribute $1,554,000 to help with the capital construction cost of adding in their therapy space. Patients would have access with their therapists to the drop-in areas of the CRC including the fitness/weight area, walking track and therapy pool. It is expected that this activity will increase overall service provided by the CRC and be a high cost recovery-generating endeavor.

BACKGROUND OR DETAILED INFORMATION:

The City circulated a Request for Proposals on September 6, 2023, with the intention of identifying a partner to operate a physical therapy space within the Community Recreation Center (CRC). The RFP also requested a contribution for naming rights of the CRC pools.

Intermountain Health dba St. Mary's Regional Hospital submitted a detailed proposal. After negotiations with the City, their final offer includes $3,000,000 for naming rights of

the pools (signage to be placed at the entrance to the pools and will be only for the pool area). The naming rights terms are defined in the Ordinance Authorizing a License Agreement for the Sale of Naming rights of the CRC pools, which is also on this February 21 City Council agenda for first reading.

Both the license agreement and the lease agreement represents a significant financial benefit to the City. This is critical to funding the additional 19,000 square feet of building that the City Council supported at the December 4, 2023, workshop. There is also a substantial community health benefit. With an opportunity to enable more prevention and better health outcomes for patients recovering from knee replacements, hip replacements, and other major health events, St. Mary's is very excited about the chance to be at the CRC. In addition to the financial contributions discussed above, operating revenue from fees is expected to increase with the promotion of annual membership with therapy patients.

FISCAL IMPACT:

In addition to the naming rights contribution of $3,000,000 addressed in the separate license agreement with St. Marys/Intermountain also on this February 21 agenda, St. Marys/Intermountain will contribute $1,554,000 towards the capital costs of adding their 2,900 square foot space and $168,000 per year with a 2.5 percent annual escalation for rent and operating costs. Over the 10-year period of the initial lease term, this constitutes a total contribution of $6,436,000.

SUGGESTED MOTION:

I move to introduce Ordinance ____ approving the Lease Agreement with a Therapy Provider at the Grand Junction Community Recreation Center, authorizing publication of Ordinance in pamphlet form, and setting a public hearing for March 6, 2024.

Attachments

1. SCL - Patterson GJ CO - Lease Draft v.2.13.2024.docx, clean

LEASE AGREEMENT

between

City of Grand Junction
as "**Landlord**"

and

St. Mary's Hospital and Medical Center d/b/a "Intermountain Health" as "**Tenant**"

for

Dedicated Therapy Space within the Grand Junction Community Recreation Center

2844 Patterson Road, Grand Junction, CO

Lease Summary

This Lease Summary (the "**Lease Summary**") is made a part of the attached Lease. Each reference in the Lease to any term of this Lease Summary will have the meaning as set forth in the Lease.

Landlord: City of Grand Junction, with an address of 250 N 5th Street, Grand Junction, CO.

Tenant: St. Mary's Hospital and Medical Center d/b/a "Intermountain Health", with an address of 36 South State Street, 21st Floor, Salt Lake City, UT 84111.

Premises: Dedicated Therapy Space of the Building, consisting of approximately +/- 2,900 rentable square feet ("**RSF**"). This space will be inside of the Grand Junction Community Recreation Center, which is referred to as the Building.

Building: The building owned by Landlord and located at 2844 Patterson Road, Grand Junction, CO.

Property: The real property owned by Landlord whereupon the Building and Premises are located.

Commencement Date: The earlier of (i) the date Landlord Substantially Completes Landlord's Work (as such terms are defined in **Exhibit C**), or (ii) the date that the Tenant receives a certificate of occupancy for the Premises and is able to commence business operations therein.

Initial Term: 10 years, beginning on the Commencement Date.

Expiration Date: The date that is 10 years following the Commencement Date, unless sooner terminated or extended as set forth in this Lease.

Extension Options: Three 5-year options.

Base Rent:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$118,000.00	$9,833.33	$40.69
Months 13-24	$120,950.00	$10,079.17	$41.71
Months 25-36	$123,973.75	$10,331.15	$42.75
Months 37-48	$127,073.09	$10,589.42	$43.82
Months 49-60	$130,249.92	$10,854.16	$44.91
Months 61-72	$133,506.17	$11,125.51	$46.04
Months 73-84	$136,843.82	$11,403.65	$47.19
Months 85-96	$140,264.92	$11,688.74	$48.37
Months 97-108	$143,771.54	$11,980.96	$49.58
Months 109-120	$147,365.83	$12,280.49	$50.82

Annual Rent Escalation: 2.5%.

Operating Expenses: $50,000.00 per year with 2.5% annual escalations.

Parking: Tenant, at no additional cost, has a license on a first-come, first-served basis to use any non-reserved parking spaces serving the Property at no cost to Tenant together with an exclusive right to use five (5) reserved parking spaces associated with the Building.

Security Deposit: None.

Work Letter: Attached as **Exhibit C**.

Advance Payment: $0.00 (provided that Landlord has completed Tenant's vendor packet within 2 days of Lease execution, due within ten (10) days of mutual execution of the Lease, which amount is equal to, and applicable to, the first month's installment of Base Rent).

Permitted Use: For the operation of a therapy clinic (including physical therapy, occupational therapy, speech therapy, sports medicine, and primary care medical services) and any medical use, general office and other lawful activities normally incidental thereto.

Landlord Broker: None.

Tenant Broker: CBRE, Inc.

Exhibits:

Exhibit A – Depiction of Premises and Property
Exhibit B – Acceptance of Occupancy Agreement
Exhibit C – Work Letter
Exhibit D – Lease Term Extension Rider
Exhibit E – Form of SNDA
Exhibit F – Form of Estoppel

LEASE AGREEMENT

Landlord and Tenant enter this Lease Agreement (the "**Lease**") on _____, 2024 ("**Effective Date**").

1. Premises. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, on an exclusive basis, and as more particularly described on **Exhibit A** incorporated herein by reference, together with the right to use of the Common Areas, as defined in Section 10, on the terms and subject to the conditions of this Lease. The parties agree that in this Lease any statement of RSF of the Premises, or any statement of RSF of the Building, are approximations and that such approximations are reasonable and are not subject to revision (nor will there be any adjustment to the annual or monthly installments of Base Rent, or any other provision of this Lease). The sole exceptions to the preceding sentence being that, if the Premises are physically expanded or contracted by reason of a subsequent agreement between Landlord and Tenant, or if the RSF of the Building is physically and permanently altered as the result of a casualty or Landlord's construction of additional rentable area, the Tenant's Share will be appropriately revised.

2. Term.

   (a) Initial Term. The term will commence on the Commencement Date and, unless sooner terminated or extended by the parties, will expire on the Expiration Date (the "**Term**"). "**Lease Year**" shall mean that twelve (12) month period beginning on the Commencement Date and each consecutive twelve (12) month period thereafter. Landlord will deliver possession of the Premises to Tenant on the Commencement Date unless otherwise provided herein.

   (b) Estimated Possession Date; Delay in Delivery. Landlord shall deliver possession of the Premises to Tenant with Landlord's Work Substantially Complete on or before May 1, 2026 (the "**Estimated Possession Date**"). As of the Possession Date (defined below), Landlord represents and warrants that the Premises, Building and all Building Systems (defined in Section 10) will be (i) in good working order and condition (and structurally sound with the roof and roof membrane in watertight condition); (ii) in compliance with all Laws (defined in Section 6), codes, rules and regulations, including without limitation, the Americans with Disabilities Act, and all laws relating to the presence or Hazardous Substances (defined in Section 7) on the Premises; (iii) free of latent and patent defects. If the Premises, Building or Building Systems (and any systems exclusively serving the Premises) do not comply with this warranty, Landlord agrees to perform, at its sole cost and expense, and not as Additional Rent (defined in Section 3(c)), all necessary work to bring the Premises, Building or Building Systems in compliance herewith. The date Landlord actually delivers the Premises in the condition required by this Lease will be referred to herein as the "**Possession Date**". If the Possession Date has not occurred by the Estimated Possession Date (the "**Outside Possession Date**") Tenant shall receive a day-for-day credit of Rent until the Possession Date actually occurs and Landlord will indemnify Tenant for all costs, losses, fees and expenses resulting from any delay to the Commencement Date unless due to a Tenant Delay (defined in **Exhibit C**). Promptly following the Commencement Date, the parties shall execute the form Acceptance of Occupancy Agreement attached as **Exhibit B** which shall conclusively establish the Commencement Date and expiration of the Term.

   (c) Early Access. If permitted by the applicable regulatory authorities, Landlord shall give Tenant and Tenant's agents and contractors reasonable access to the Premises beginning at least two (2) weeks prior to the Commencement Date to install Tenant's furniture, trade fixtures and equipment and to otherwise ready the Premises for Tenant's business operations. Landlord and Tenant shall coordinate and cooperate with each other so as to not interfere with the other's work being performed in the Premises.

During such early access of the Premises, Tenant shall have no obligation to pay any Rent or any other amounts under this Lease.

(d) Term Extension Rights. Tenant will have the right and option to extend the Term as set forth in the Lease Term Extension Rider attached as **Exhibit D**.

3. Rent.

(a) Rent. Tenant shall pay to Landlord Rent (collectively referred to as "**Rent**"), at the times and in the manner provided below. All Rent shall be paid in lawful money of the United States of America. Rent is payable without prior demand, setoff or deduction whatsoever, and without any abatement except as expressly permitted herein or by applicable Law. In the event the Commencement Date does not fall on the first day of the month, Base Rent and Additional Rent (each defined below) shall be prorated for any partial month, and Tenant shall pay for such proration on the first day of the month following the Commencement Date. Full and timely payment of the Rent will include annual payment for Tenant's patients to access the other areas of the Building on the day of the patient's therapy appointment including access to the track, fitness spaces and pools. Notwithstanding anything in this Lease to the contrary, Tenant will not be required to pay any Rent until Tenant opens the Premises for business operations and a certificate of occupancy has been received.

(b) Base Rent. Tenant shall pay to Landlord, via ACH the amounts set forth in the Lease Summary as Base Rent. Base Rent shall be payable in monthly installments as set forth in the Lease Summary, in advance on the first day of every month during the Term using Tenant's designated electronic platform, unless an alternative payment method is agreed to in writing by both Tenant and Landlord. If Landlord fails to enroll for such automated payment within thirty (30) days after the Effective Date, Tenant may delay payments until Landlord completes enrollment. To obtain electronic payment enrollment forms, please contact (leaseadministration@imail.org). If the Commencement Date begins other than on the first day of the month, Tenant shall pay proportionate Base Rent at the same monthly rate set forth herein (also in advance) for such partial month, and thereafter Base Rent shall be due on the first day of every month.

(c) Additional Rent. The term "**Additional Rent**" shall be defined to include the following: (i) costs of performance by Tenant of Tenant's covenants under this Lease and all sums beyond Base Rent owed by Tenant pursuant to the terms of this Lease or otherwise arising in connection with Tenant's use and occupancy of the Premises; (ii) costs of separately metered utilities or other separately billed services, including, without limitation, electricity, water and sewer that Tenant does not pay directly to the utility company; (iii) late charges, interest, attorney fees and costs, and reimbursements to Landlord for any sum advanced by Landlord to cure any default or discharge any obligation of Tenant hereunder; and (iv) in each calendar year after that in which the Commencement Date occurs, Operating Expenses in the amounts prescribed below. However, in no event shall Landlord be permitted to charge for more than 100% of the Operating Expenses actually incurred by Landlord such that Operating Expenses are not intended to operate as a profit mechanism.

(d) Operating Expenses. Landlord is required to pay, directly or indirectly, all Operating Expenses of the Building. If in any calendar year falling wholly or partly within the Term (including any renewals hereof), Landlord pays or incurs any Operating Expenses, Tenant shall pay Tenant's Share of the actual Operating Expenses as Additional Rent in accordance with the procedure described below. "**Operating Expenses**" means all operating expenses of any kind or nature which are actually incurred with respect to the operation and maintenance of the Building and Common Areas, including, but not limited to, custodial expenses, electricity, natural gas, trash/rubbish removal, recycling, public wireless internet, taxes, snow removal, landscaping, and general repair and maintenance of the Property. "**Tenant's Share**" means $50,000.00 per year for the first Lease Year. Tenant's Share will increase by 2.5% each

Lease Year thereafter. There shall be no property management (or similar) fees charged to Tenant for the Term or any extension thereof.

(e) Late Payments. Any amount not paid by Tenant when due may, at the Landlord's sole discretion, bear interest at the rate five percent (5%) per annum (such sum being the "**Interest Rate**") from the due date until paid in full. In addition, if Landlord has not received all Rent due from Tenant within five (5) days after the due date, Tenant, at Landlord's written request, shall pay to Landlord, as Additional Rent, a late payment charge equal to five percent (5%) of the overdue amount ("**Late Payment Charge**").

4. Use and Rules.

(a) Rules. The Premises shall be used only for the Permitted Use during the Term of this Lease or any extension thereof. Tenant will observe all reasonable rules and regulations that Landlord may promulgate from time to time with respect to the Premises so long as those rules and regulations do not negatively impact or unreasonably restrict Tenant's use of the Premises. Landlord reserves the right from time to time to make reasonable modifications to its rules and regulations, which modifications will be binding on Tenant upon delivery of a copy of the modified rules and regulations to Tenant if the modifications do not negatively impact or unreasonably restrict Tenant's use of the Premises. Notwithstanding the forgoing, in the event of a conflict between any such rules and regulations and the other terms of this Lease, the other terms of this Lease shall prevail.

(b) Exclusive Use. The following restrictions shall apply to the Property: (1) no person or entity may use any portion of the Property for any Prohibited Healthcare Use (defined below), except to the extent required by any applicable Law, and (2) no Prohibited Healthcare Provider (defined below) may purchase, lease, occupy, manage, or control (either directly or indirectly) any portion of the Property, except to the extent required by any applicable Law.

(i) "**Healthcare Services**" means diagnostic, therapeutic, rehabilitative, laboratory, respiratory therapy, physician therapy, or other medical or health-related services, whether office or clinical, whether in-patient or out-patient, by or under the supervision of physicians (or any affiliated provider), dentists, medical personnel, or other health care providers.

(ii) "**Prohibited Healthcare Use**" shall mean Healthcare Services that duplicate or compete with those provided by Tenant, including without limitation: (i) surgical services of any kind (inpatient or outpatient, including surgical centers); (ii) imaging services of any kind (inpatient or outpatient, including imaging centers and any radiology, radiographic, ultrasound, teleradiology, or x-ray services); (iii) birthing and cancer care services of any kind (inpatient or outpatient, including birthing centers); (iv) residential-care or other addiction-recovery or addiction treatment facilities (inpatient or outpatient); and (v) residential-care or other treatment facilities for troubled or "at-risk" youth (inpatient or outpatient).

(iii) "**Prohibited Healthcare Provider**" means, other than Tenant or any Tenant affiliate: (i) an acute care hospital provider or any subsidiary or affiliate of an acute care hospital provider; (ii) any organization or entity formed or existing for medically-related nonprofit or tax-exempt purposes; or (iii) a healthcare provider, physician, or physician group (or an entity controlled by a healthcare provider, physician, physician group), or any person engaged in, or any entity formed or existing for purposes of a Prohibited Healthcare Use.

5. Alterations.

(a) Alterations by Landlord. Landlord may from time to time, make repairs, replacements, changes or additions to the structure, Building Systems, facilities and equipment in the Premises or Building, or to the interior or exterior of the Building, provided that such repairs, replacements, changes or additions do not adversely affect Tenant's rights or expenses under this Lease. Landlord shall use commercially reasonable efforts to complete such repairs, replacements, changes or additions in a prompt and efficient manner, and shall minimize any interference with Tenant's access or enjoyment of the Premises.

(b) Alterations by Tenant. Tenant shall not make or allow any alterations, installations, additions or improvements (individually, an "**Alteration**" and collectively, "**Alterations**") in or to the Premises or the Building without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant, without Landlord's consent, may install Alterations which are estimated to cost less than $25,000.00, do not affect the Building's structural elements, and which are not visible from outside the Premises. Landlord's approval of plans for work performed by Landlord or Tenant shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency or compliance with any local, state or federal Laws. All Alterations made to the Premises by Tenant, including without limitation, all walls and partitions, cabinets, plumbing, paneling, carpeting, draperies, and light fixtures, shall be deemed a part of the Premises and shall be surrendered with the Premises. Tenant shall not be required to remove any Alterations at the expiration or earlier termination of the Lease.

(c) Contractors. All Alterations shall be performed in a good and workmanlike and first-class lien free manner, using new materials and in accordance with the plans and specifications submitted to and approved by Landlord as well as in accordance with all applicable local, state and federal Laws. All Alterations shall be performed by reputable and licensed contractors and subcontractors selected by Tenant, who shall perform and complete the proposed Alteration in a good and workmanlike lien free manner. All contractors and subcontractors performing the Alteration shall work in harmony with Landlord's contractors and subcontractors.

(d) Liens. Tenant will keep the Premises and the Property free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released by payment, bonding or otherwise within thirty (30) days after the attachment thereof, Landlord, without waiving its rights and remedies hereunder, will have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith will be payable by Tenant within thirty (30) days of demand with interest thereon from the date of expenditure by Landlord of 10% per annum. The obligations of Tenant under this Section will survive the expiration or earlier termination of this Lease.

(e) Trade Fixtures. Subject to the provisions of Section 6 and the foregoing provisions of this Section 5, Tenant may install and maintain any and all furnishings, fixtures, equipment, telecommunication, telephone, , or data lines, cables, wires, or conduits ("**Telecommunication Lines**"), antenna, or other equipment and related devices, associated with the transmission of data (either analog or digital) ("**Telecommunication Equipment**"), equipment and other trade fixtures in the Premises (collectively, "**Trade Fixtures**"). Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Landlord shall use commercially reasonable efforts to ensure that any subsequent rooftop user does not impair Tenant's data transmission and reception and shall cooperate with Tenant in eliminating any interference caused by any other party using the roof. .

6. Compliance with Law. Both parties shall comply with any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law, and/or other determinations of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject ("**Laws**") throughout the Term.

Landlord represents and warrants to Tenant that as of the Commencement Date the Premises, the Building and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning Laws and with all applicable instruments affecting title to the Premises. Landlord further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises, the Building, or the Common Areas and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that (i) the use of the Premises and the Building and improvements thereon for the Permitted Use is permitted by and will not violate private restrictions or applicable Laws, including without limitation zoning Laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Building, and Common Areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 et seq. (1990), as amended.

7. Medical Waste; Hazardous Substances.

(a) Hazardous Substances. Tenant will not use or permit any Hazardous Substances (defined below) to be generated, brought onto, used, stored, or disposed of in or about the Premises, the Property or the Building by Tenant or its representatives, agents, employees or contractors ("**Tenant's Representatives**") or Tenant's guests, customers, visitors, and invitees ("**Visitors**") except for quantities of substances that are normally associated with the Permitted Use or which are otherwise approved in writing by Landlord. Tenant will use, store, transport and/or dispose of all such Hazardous Substances in strict compliance with all Environmental Laws (defined below), and will comply at all times during the Term with all Environmental Laws. "**Hazardous Substances**" means (i) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Environmental Laws, (ii) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Environmental Laws, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. "**Environmental Laws**" means all existing or hereafter enacted or amended federal, state or local laws, common law, statutes or regulations relating to Hazardous Substances.

(b) Medical Waste. The removal, disposal, containment and destruction of all Medical Waste (as defined below) shall be the sole and singular responsibility of Tenant under all circumstances, and Medical Waste disposal shall not become the obligation of Landlord for any reason. Tenant shall contract for licensed and qualified services to handle and dispose of Medical Waste, which services shall comply with all applicable local, state and federal Laws. Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse. Tenant shall not permit the mixing or disposal of any Medical Waste with the general office refuse and Landlord shall have no duty or obligation to remove any Medical Waste from the Premises. As used in this Lease, the term "**Medical Waste**" shall mean: (i) cultures and stocks of agents infectious to humans, and associated biologicals, including, but not limited to, cultures from medical laboratories, waste from the production of biologicals, discarded live and attenuated vaccines and culture dishes and devices used to transfer, inoculate and mix cultures; (ii) pathological wastes, including without limitation, tissue, organs and body fluids removed during medical procedures and specimens of body fluids and related containers; (iii) blood and body products such as discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing the same; (iv) medical devices or paraphernalia such as syringes, sutures, cotton swabs or pads, sponges, bandages, or wraps of any sort, or any other item which is utilized to treat any patient or other person for any medicinal, medical, diagnostic, or therapeutic reason or purpose; (v) any materials of any type or nature whatsoever that are radioactive to any degree, whether as the result of their manufacture, use, or application; (vi) any device, instrument or thing which has become infected, contaminated, diseased, or

otherwise exposed to harmful, contagious, or communicable organisms, bacteria, or other life form; and (vii) any virulent infectious wastes and materials, bandages, dressings, sharps, needles, syringes, lancets, human blood and blood products, bodily fluids, radioactive wastes, human tissues and any other medical wastes or by-products which pose risk of injury or disease to human beings.

(c) Tenant Indemnity. Tenant shall indemnify, defend and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence after the Possession Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (ii) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Possession Date in or from the Premises of any Hazardous Substances; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Possession Date of Hazardous Substances to, in, on, under, about or from the Premises; or (iv) Tenant's failure to comply with any Environmental Laws.

(d) Landlord Representations. Landlord represents and warrants to Tenant that (i) to the best of Landlord's knowledge, there is no Hazardous Substances in, on, under or about the Premises or Building or the land on which the Building is located, including without limitation asbestos or mold, and (ii) Landlord has received no notice from any governmental or private entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located. Landlord hereby covenants and agrees that if Tenant discovers mold at the Premises, Building or the land on which the Building is located attributable to the period on or prior to the Commencement Date or which has been caused by anything other than by the acts or omissions of Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors, Landlord shall, upon written notice from Tenant, promptly remediate the mold. If Landlord shall not commence such remediation within five (5) days following written notice from Tenant, and Tenant determines, in Tenant's sole discretion, that such remediation is necessary for the safety of Tenant's patients and employees, Tenant may, at its option, cause such remediation work to be performed, at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the cost of the remediation work, and Landlord shall reimburse Tenant for such cost of such remediation work within ten (10) days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the ten (10) day period, then Tenant may, at its option, offset such amount against Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within sixty (60) days of Tenant's written notice of the mold to Landlord and Tenant, in Tenant's reasonable discretion, is unable to utilize the Premises, Tenant may elect, at its sole discretion to (i) terminate this Lease upon thirty (30) days' written notice to Landlord or (ii) receive two (2) days of Rent abatement for each day from the date Landlord received the mold notice until the date of substantial completion of the mold remediation.

(e) Landlord Indemnity to the Extent Authorized by Law. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence on or prior to the Commencement Date in, on, under or about the Premises, Building or the land on which the Building is located of any Hazardous Substances; (b) any discharge or release on or prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or

independent contractors to, in, on, under, about or from the Premises, Building or the land on which the Building is located; (d) Landlord's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees or independent contractors. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (a) through (e) of the previous sentence. The indemnities set forth in this Section 7 shall survive termination or expiration of this Lease.

8. Common Areas.

(a) License. Common Areas are defined below in section 10. Landlord grants Tenant a license, together with all other occupants of the Building and their agents, employees and invitees, to use the Common Areas during the Term, subject to all Laws, encumbrances and any covenants, conditions and restrictions applicable to the Property. Landlord, at Landlord's sole and exclusive discretion, may make commercially reasonable changes to the Common Areas so long as Landlord does not interfere with Tenant's business operations and so long as the Common Areas are continually operated in a manner commensurate with Comparable Buildings (defined in Section 9(a)). Landlord's rights regarding the Common Areas include, but are not limited to, the right to temporarily close any portion of the Common Areas: (1) for repairs, improvements or Alterations, (2) to discourage unauthorized use, or (3) to prevent dedication or prescriptive rights. Landlord will schedule and program all spaces within the Building, except the Premises, for recreation or community-related activities during the Term. Any programming in the Common Areas provided by the Tenant will be in accordance with the Landlord's normal scheduling process.

(b) Maintenance. Subject to the terms and conditions of any encumbrances, Landlord will maintain and repair the Common Areas in a good, clean and presentable condition, with landscaped areas in a neat, thriving condition, reasonably free from ice and snow, adequately lighted when the Premises are open for business, and with proper facilities for drainage of surface water.

9. Maintenance and Repairs.

(a) Landlord's Maintenance Obligations; Annual Closure. Landlord, at Landlord's sole cost and expense, shall maintain and repair the Building (including the Premises of the Therapy Space) in a safe and sanitary condition, reasonably comparable to medical buildings of similar design, age, size and location in the Grand Junction, CO market ("**Comparable Buildings**"), and in compliance with all Laws. Furthermore, Landlord shall, at its sole cost and expense, maintain and keep in good order and repair and promptly make any necessary replacements to the roof, roof membrane, roof covering and appurtenances, concrete slab, footings, foundation, all structural components, exterior walls, Common Areas, exterior doors and windows, flooring (including floor covering), and all Building Systems, including, but not limited to, all utility lines, sprinkler, HVAC, plumbing, and electrical systems of the Building. If Landlord performs any activity in the Building or the Common Areas potentially affecting Tenant or the Premises after the Commencement Date, Landlord will provide Tenant with reasonable prior notice of such activity. Tenant hereby requires, and Landlord acknowledges and agrees, that all entries by Landlord into the Premises must be accompanied by a representative of Tenant, except in emergency circumstances when it is not possible to have a Tenant representative present. Landlord reserves the right to close the Property for up to ten (10) consecutive dates once per year to allow for deep cleaning and maintenance (the "**Annual Closure**"). Landlord will provide Tenant with at least six (6) months' prior notice of the Annual Closure. During the Annual Closure, Tenant will have access to the Premises for deep cleaning and maintenance tasks, but the Premises must be closed to the public throughout the Annual Closure.

(b) Tenant's Maintenance Obligations. Except for Landlord's obligations set forth above and except for any damage caused by the acts or negligence by Landlord or its agents, servants, employees, guests, invitees or contractors within the Premises, Tenant shall be responsible for any repair or maintenance occasioned by the negligence or willful misconduct of Tenant or Tenant's employees, agents or contractors. Any work on Tenant's signage or storefront that will require penetrations into the roof, exterior walls or concrete floor slabs shall not be commenced without the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

(c) Tenant's Self-Help. Notwithstanding the provisions of this Section 9, if Landlord shall not commence repairs or make necessary replacements within seven (7) days following written notice from Tenant that such repairs or replacements are necessary, or within three (3) days following written notice from Tenant of roof leaks or other water damage or leaks, then Tenant may, at its option, cause such Landlord's repairs or replacements to be made and shall furnish Landlord with a statement of the cost of such repairs or replacements upon substantial completion thereof. However, in the event of an emergency condition within the Premises that threatens to cause imminent harm to persons or property, Tenant shall only be required to give Landlord twenty-four (24) hours' notice under the circumstances before performing repairs or maintenance that Landlord is obligated to make. Landlord shall reimburse Tenant for the cost of such repairs or replacements plus a service charge to cover Tenant's expenses in an amount equal to ten percent (10%) of the cost of such repairs or replacements within ten (10) days of the date of the statement from Tenant setting forth the amount due; provided, however, should Landlord fail to reimburse Tenant within the ten (10) day period, then Tenant may, at its option, offset such amount against subsequent Rent due under this Lease.

10. Utilities and Services.

(a) Description of Services. Landlord shall provide the Building (including the Premises) and all parking areas, access roads, driveways, entrances and exits, retaining walls, exterior facilities, landscaped areas, roads and pathways, common utility lines, storm water system, accommodation areas such as sidewalks, grass plots, ornamental planting, direction signs, and the like (collectively, the "**Common Areas**"), with all utilities, including water, sewage, electricity, gas and other utilities used in connection with the operation of the Building, as reasonably necessary for the uses permitted under this Lease (except to the extent any utilities are separately metered to the Premises, which Tenant shall directly obtain from the appropriate provider), all services, including but not limited to, janitorial and cleaning services (but for medical, hazardous, special and infectious waste removal including the maintenance and storage thereof which Tenant shall obtain directly from its provider), televisions satellite or cable service (but not any data, telephone, communication lines, hardware and related services which Tenant shall obtain directly from its provider), snow and ice removal, landscaping and maintenance as provided in Section 9(a) above. During normal business hours, Landlord shall supply (i) electrical services for lighting and equipment customarily used in a medical office facility, (ii) elevator service, if any (iii) hot and cold water for use in Building standard lavatories and building standard sinks in exam rooms and procedure rooms and (iv) a fire suppression system. Landlord shall supply the foregoing services and utilities in quantities consistent with Comparable Buildings. Tenant agrees to pay directly all separately metered utilities, if any, used by Tenant in the Premises. Tenant shall be solely responsible for and shall promptly pay all charges for telephone and other communication services.

(b) Excess Use. Tenant shall have access to the Premises 24 hours a day, 7 days per week, and 52 weeks per year (other than the Annual Closure). However, public access will be limited to Normal Business Hours, and Tenant shall be responsible for charges associated with Tenant's Excess Usage. "**Excess Usage**" shall mean usage of Building services, including but not limited to utilities and HVAC, outside Normal Business Hours or in excess of the amount of such services that Landlord reasonably determines to be typical for the Building. "**Normal Business Hours**" means 5:45 a.m. to 8:00 p.m. Monday through

Friday, 8:00 a.m. to 6:00 p.m. Saturday, 10:00 a.m. to 4:00 p.m. Sundays, excluding federal holidays which for purposes of this Lease shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the use of equipment outside Normal Business Hours, or the anticipated use of the Premises, will result in Excess Usage on a sustained basis, then Landlord may install, at Tenant's expense, such special equipment as may reasonably be required to accommodate or monitor such Excess Usage. With respect to Excess Usage that is not measured by a submeter (such as, for example, use of HVAC outside Normal Business Hours) Tenant shall pay Landlord an hourly fee in such amount as Landlord shall reasonably charge from time to time, which hourly fee shall be based on the estimated costs to Landlord of providing for such Excess Usage. Tenant shall pay for all Excess Usage during the Term, as invoiced by Landlord from time to time. All invoices for Excess Usage shall be due and payable within thirty (30) days from receipt. If Landlord furnishes Tenant with services or utilities in quantities in excess of those normally provided in the Building by Landlord, Tenant shall pay Landlord Additional Rent for such additional usage, at rates established by Landlord from time to time. Such amount shall be paid by Tenant within ten (10) days after receipt of a statement from Landlord for such services. Tenant shall pay for installation, maintenance and operation of a "check meter" on the Premises to ascertain its consumption of electricity if Landlord so requests, and will pay charges for the actual consumption shown thereon at Landlord's cost, within ten (10) days after receipt of a statement from Landlord.

(c) Interruption of Services. Landlord may temporarily discontinue any services at such times as may be necessary or advisable for purposes of maintenance, repair, replacement, testing or examination. Landlord shall provide Tenant as much advance notice of service interruptions as is reasonably possible under the circumstances, and shall use reasonable efforts to both minimize disruption caused by scheduled service interruptions and where practicable to cause such scheduled service interruptions to occur outside of Normal Business Hours. If Landlord discontinues or is unable to provide the services which it is obligated to provide hereunder for reasons within Landlord's control, and the interruption of such services renders the Premises uninhabitable or unusable for the Permitted Use for a period of five (5) or more consecutive business days, the Base Rent shall be completely abated from the start of Tenant's inability to use such services and thereafter until the services are restored. Landlord shall not be required to supply backup or emergency power for Building Systems or Tenant's equipment. "**Building Systems**" means heating, ventilation, air conditioning, fire protection and life safety systems, power panels, electrical distribution systems, plumbing, gas distribution systems, lighting fixtures, and telecommunications wiring, conduit and equipment, other than those that serve the Premises exclusively and no other portion of the Building.

(d) Emergency. If Landlord is unable or unwilling to take action which it is obligated to take under this Section 10 where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and the Landlord shall, within fifteen (15) days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the fifteen (15) day period, the Tenant may, at its option, offset such amount against Rent due under this Lease.

11. Indemnification.

(a) Indemnification. Tenant agrees to indemnify, hold harmless, and defend (collectively "indemnify" or "indemnification" or similar term as the context so requires) the Landlord and their respective officers, directors, representatives, agents, employees, and contractors from and against any and all damages, demands, costs, fines, penalties, losses, liabilities, claims, causes of action, government action/assessments, proceedings, lawsuits, and expenses, including reasonable attorneys' fees, costs and expenses reasonably incurred by the Landlord only in connection with, related to, or arising out of the

act or neglect of the Tenant, or its agents, servants or employees. This indemnification obligation does not pertain to any claim resulting from the negligent action or omission of the Landlord. Landlord shall indemnify, hold harmless, and defend Tenant and their respective officers, directors, representatives, agents, employees and contractors from and against any and all damages, demands, costs, fines, penalties, losses, liabilities, claims, causes of action, government action/assessments, proceedings, lawsuits, and expenses, including reasonable attorneys' fees, costs and expenses reasonably incurred by the Tenant only in connection with, related to, or arising out of the act or neglect of the Landlord, or its agents, servants or employees. This indemnification obligation does not pertain to any claim resulting from the negligent action or omission of the Tenant. Nothing in the Agreement shall be construed as waiving Landlord's use/protections of the Colorado Governmental Immunity Act.

(b) The indemnities in this clause shall survive the expiration or earlier termination of the Lease.

(c) Miscellaneous. The obligations of the parties under this Section 11: (i) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (ii) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this Section 11 are made a part of this Section 11, and will operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

12. Insurance.

(a) Tenant's Insurance.

(i) Tenant will maintain in full force throughout the Term, the following minimum insurance coverage:

(1) Commercial general liability insurance providing coverage on an occurrence basis with limits of not less than One Million Dollars ($1,000,000.00) each occurrence for bodily injury and property damage combined, Three Million Dollars ($3,000,000.00) annual general aggregate.

(2) Property insurance on an "all-perils" basis covering Tenant's equipment, furniture, furnishings and personal property from time to time installed or placed in, on or upon the Premises, by or for Tenant (to the extent not covered under any property insurance maintained with respect to the Building by Landlord), in an amount not less than the actual cash value.

(3) Workers' Compensation Insurance as required by Law for all of its employees who work at or visit the Premises and Employers Liability Insurance

(4) Tenant shall ensure that its contractors will carry appropriate insurance coverage to cover any risks related to the contractor's acts, errors, and omissions in performing the work.

(ii) Notwithstanding anything to the contrary in this Lease, Tenant may, at its option, satisfy all or any part of the insurance requirements in this Lease through Tenant's self-insurance and risk management program. Any insurance requirements in this Lease are hereby deemed modified as

applicable and to the extent reasonably required in order to comply with such self-insurance practices and applicable Laws and regulations.

(b) Landlord's Insurance. During the Term, Landlord shall procure and maintain in full force and effect with respect to the Building, Common Areas and the land on which the Building is located (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Landlord reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value at the time of the loss, but in no event less than coverage as is required to avoid coinsurance provisions; (ii) a policy of commercial liability insurance in a minimum amount of $1,000,000.00 per claim and $3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building; and (iii) Worker's compensation insurance in compliance with statutory and federal Laws and requirements of hiring and working states with Employers Liability coverage with limits of One Million Dollars ($1,000,000.00) Bodily Injury by Accident (each accident), by Disease (each employee) and by Disease (policy limit). The minimum limits of policies of insurance required of Landlord under this Lease in no event limits the liability of Landlord under this Lease. All insurance policies must be issued by an insurance company having jurisdictional authority with an A.M. Best rating of not less than A-, VII. Landlord must deliver certificates of insurance to Tenant on or before the Commencement Date and annually thereafter within fifteen (15) days after the renewal or replacement of such policies. If Landlord fails to procure insurance, or to deliver certificates of insurance, then Tenant may, at its option, procure insurance policies for the account of Landlord, but only for the period of non-compliance, and the cost thereof must be paid by Landlord to Tenant within thirty (30) days after delivery of evidence of the cost of the policy.

(c) Property Insurance - Waiver of Subrogation. Landlord and Tenant each waive any right of recovery against the other(s) and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Lease to be maintained) with respect to the Premises or the Building or any operation therein. If any such policy of insurance relating to this Lease or to the Premises or the Building does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy will obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.]

13. Damage or Destruction.

(a) Landlord's Duty to Repair.

(i) If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to any part of the Property from fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Section 13(c) and Section 13(d), Landlord will, at its expense, use commercially reasonable efforts to repair and restore the Premises and/or the Building, as the case may be, to substantially their former condition to the extent permitted by then applicable Laws.

(ii) If Landlord is required or elects to repair damage to the Premises and/or the Building, this Lease will continue in effect. If Tenant is prevented from using any portion of the Premises by reason of such damage or its repair or due to damage to any fixtures or equipment within the Premises,

Rent will abate during the period Tenant is unable to use the Premises commencing on the date of damage and continuing until restoration is complete.

(b) Tenant's Duty to Repair. If any Alterations, Improvements, Trade Fixtures or Tenant's goods, inventory or personal property is damaged or destroyed, Tenant will repair and/or replace such damaged items as soon as possible after the restoration of the Premises, and will comply with all applicable Laws.

(c) Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(i) If, in the reasonable judgment of Landlord, the Premises and the Building cannot be substantially repaired and restored under applicable Laws within 180 days from the date of the casualty; or

(ii) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subsections (i) or (ii) of this Section 13(c) occur or arise, Landlord will notify Tenant in writing of that fact within thirty (30) days after the date of the casualty and in such notice Landlord will also advise Tenant whether Landlord has elected to terminate this Lease as provided above; provided, however, Landlord will provide such notice to Tenant within sixty (60) days if the damage to the Building is not structural in nature and concerns less than 25% of the Building. If Landlord elects not to terminate this Lease, Landlord will specify in such notice the estimated completion date of the restoration of the Premises and/or the Building. Tenant acknowledges and agrees that any estimate of the completion date to repair and restore the Premises and Building are an estimate subject to force majeure.

(d) Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Property from fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(i) Where Landlord fails to commence the required repairs within sixty (60) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such 60-day period; or

(ii) If the estimated completion date of the restoration of the Premises is in excess of 180 days from the date of the casualty unless otherwise agreed to by the parties, in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within ten (10) days after Landlord's notice to Tenant pursuant to Section 13(c).

14. Condemnation. If the Premises, or any portion thereof, are taken by condemnation (including, without limitation, a permanent taking or a voluntary sale under the threat of condemnation), this Lease will terminate as of the earlier of the date that title to the property taken is vested in the public or quasi-public authority, private corporation or individual having the power of condemnation (the "**Condemner**") or the date the Condemnor has the right to possession of the property being condemned (the "**Date of Condemnation**") as to that portion of the Premises that is taken. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by Tenant, then Tenant may terminate this Lease upon 30 days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided in this Lease, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any compensation, sums, or anything of value awarded, paid or received on a total or partial condemnation (collectively, "**Award**") received by Landlord. Landlord will not be obligated to repair or replace any Alterations, Improvements, Trade Fixtures, or Tenant's goods, inventory or personal property. From and after the Date of Condemnation, Tenant will not

be obligated to pay any Rent applicable to such portion of the Premises taken based upon the percentage of RSF in the Premises so taken from and after the Date of Condemnation. Tenant may pursue an award for Tenant's moving costs and other costs incurred from any such condemnation.

15. Assignment and Subletting.

(a) Transfer by Tenant. Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial. Prior to any sublease or assignment, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within ten (10) days after service of such notice, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. A failure by Landlord to respond within such 10-day period shall be deemed to be a consent. Notwithstanding the foregoing, Tenant may assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder without Landlord's consent to: (i) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (ii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (iii) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (iv) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use (each a "**Permitted Transfer**"). No assignment, sublease or other transfer, in whole or in part, of any Tenant's rights or obligations under this Lease (other than a Permitted Transfer) shall release Tenant hereunder and Tenant shall remain responsible for performing Tenant's obligations hereunder should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing.

(b) Sale of Building / Transfer by Landlord. Upon Landlord's transfer of interest in the Building and the Premises (the "**Sale**"), Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from its obligations under this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale or for any offsets due Tenant under this Lease in the event the successor in interest is a mortgagee which has not assumed liability for offsets, unless such liability is expressly assumed by Landlord's successor-in-interest in the Building and Premises. Within 30 days prior to the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 23 below.

16. Default and Remedies.

(a) Tenant Default. The following shall constitute an event of default (an "**Event of Default**") of Tenant hereunder: (i) Tenant's failure to perform or observe any obligation or covenant of Tenant hereunder for a period of thirty (30) days after notice, except that if such obligation cannot reasonably be performed within such period, Tenant shall not be in default if it shall commence such performance within such period and shall thereafter pursue the same with diligence to completion within such time as is reasonably necessary to cure such default; (ii) If this Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment shall not be discharged or disposed of within sixty (60) days after the levy thereof; and (iii) If Tenant shall (a)

make an assignment of all or a substantial part of its property for the benefit of creditors, (b) a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment; or (c) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant (or such guarantor) in any bankruptcy, reorganization or insolvency proceedings (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding).

(b) Landlord's Remedies. In case of an Event of Default, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity:

(i) Landlord shall have the right to terminate this Lease upon written notice to Tenant and Tenant shall pay Landlord's commercially reasonable estimate of the aggregate expenses of reletting the Premises (which expenses shall include, without limitation, brokerage fees, leasing commissions and tenant concessions incurred or estimated to be incurred by Landlord and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs (collectively, "**Reletting Costs**")); or

(ii) Proceed for past due installments of Rent, reserving its right to proceed to collect the remaining installments when due; or

(iii) If Tenant shall default in making any payment required to be made by Tenant or shall default in performing any other obligations of Tenant hereunder, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation (other than payments of Base Rent). All sums so expended by Landlord, with interest thereon at the Interest Rate from the date of such expenditure shall be Additional Rent, and shall be repaid by Tenant to Landlord on demand. No such payment of expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default; or

Declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through legal process.

(c) Landlord's Default and Tenant's Remedies. Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease or any other existing agreement between Landlord and Tenant, its parent company, subsidiaries or affiliates (each and any such failure, a "**Landlord Default**") and if any such Landlord Default is not cured and continues for thirty (30) days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord of such Landlord Default (unless such default is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option, (at Tenant's sole discretion), of (i) terminating this Lease, (ii) abating or withholding Rent, or (iii) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord. Any and all such sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to immediately reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent

installments of Rent that from time to time become due and payable by Tenant to Landlord hereunder. In all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Rent in the manner set forth in the preceding sentences of this Section 16(c).

(d) Waiver of Liens. Notwithstanding any provision contained herein to the contrary, Landlord shall not have and hereby waives any statutory, constitutional or other liens, security interests or claims against the assets or property of Tenant, and Tenant may remove such items from the Premises at any time.

(e) Remedies Cumulative. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by a party of any right or remedy will not preclude the simultaneous or later exercise by a party of any other rights or remedies. All rights and remedies hereunder are cumulative and nonexclusive.

(f) Waiver of Certain Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LEASE, LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY.

17. Waiver. No failure by either party to enforce or exercise any right under this Lease will constitute a waiver. Landlord's or Tenant's consent to or approval of any act requiring Landlord's or Tenant's consent or approval will not be deemed to waive or render unnecessary Landlord's or Tenant's consent to or approval of any subsequent act.

18. Entry, Inspection and Closure. Upon 48 hours' prior notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform. Landlord will conduct its activities under this Section in a manner that will minimize inconvenience to Tenant.

19. Surrender and Holding Over.

(a) Surrender. Upon the expiration of the Term or termination of this Lease for any other reason, Tenant will surrender the Premises to Landlord broom-clean and in good condition, except for reasonable wear and tear, damage from casualty or condemnation and any changes resulting from approved Alterations.

(b) Holding Over. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises to Landlord pursuant to Section 19(a) hereof. If Tenant holds over after the expiration of the Term by lapse of time, with or without Landlord's consent, then Tenant shall be deemed to be a tenant from month-to-month, at a monthly Base Rent equal to the monthly Base Rent for the final month of such Term, and otherwise subject to all of the provisions and conditions of this Lease, including, but not limited to, those providing for Additional Rent. Either party may terminate such tenancy at the end of any month by giving at least thirty (30) days' prior written notice of such termination to the other party. In no event shall Tenant be liable for damages for any such holding over.

20. Encumbrances.

(a) Subordination. Unless otherwise elected in writing by a mortgagee, this Lease is and shall be subject and subordinate to all deeds of trust, mortgages or other encumbrances now or hereafter encumbering the Building, (even if it encumbers other property as well) and all renewals, replacements, modifications, consolidations and extensions thereof. Such subordination shall automatically be effective without any action or notice by such mortgagee to Tenant provided the mortgagee recognizes the validity of this Lease and the mortgagee agrees that, notwithstanding any default by Landlord with respect to said mortgage or any termination or foreclosure thereof, Tenant's possession and right of use under this Lease and the rights of Tenant under this Lease in and to the Premises shall not be disturbed by such mortgagee unless and until an Event of Default shall have occurred hereunder. Notwithstanding such automatic subordination, Tenant covenants to execute and deliver, within thirty (30) days following request from Landlord, such commercially reasonable instrument or instruments of further assurance subordinating or evidencing the subordination of this Lease to any such deed of trust or mortgage as may be requested by Landlord or by any such beneficiary or mortgagee or proposed beneficiary or mortgagee, a form substantially similar to **Exhibit E** of this Lease.

(b) Attornment. In the event any proceedings are brought for default under any ground or underlying lease or for the foreclosure of any mortgage, deed of trust, or other encumbrance to which this Lease is subject and subordinate, Tenant shall, upon request of the party succeeding to the interest of Landlord as a result of such proceedings, automatically attorn to and become Tenant of such successor-in-interest without change in the terms of this Lease. Tenant shall within thirty (30) days of request, execute and deliver any commercially reasonable instruments confirming such attornment.

(c) Non-Disturbance. With respect to encumbrances entered into by Landlord after the execution of this Lease, Landlord will use commercially reasonable, good faith efforts to receive a non-disturbance agreement from any mortgagee at no cost to Tenant.

21. Estoppel Certificates. Each of Landlord and Tenant agrees at any time and from time to time upon not less than fifteen (15) business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which Base Rent and other charges have been paid in advance, if any, and (iii) current defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), it being intended that any such estoppel certificate delivered pursuant to this Section 21 may be relied upon by any prospective purchaser of the Premises or any lienholder or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof. Such estoppel shall be in form substantially similar to **Exhibit F** of this Lease.

22. Notices. All communications, consents, and other notices provided for in this Lease will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth in the Lease Summary. Notices delivered personally will be effective immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Section 22 will be effective 3 days after mailing. Either party may change its address for notices hereunder by a notice to the other party complying with this Section 22.

23. Regulatory Compliance.

(a) Referral Source. Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as

the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("**Referral Source**"). Landlord covenants, during the Term, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Tenant, or (ii) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant without complying with all other provisions of this Lease.

(b) Excluded Provider. Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "**Exclusion**"), and agrees to notify the other party within two business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on an annual basis. Sections 23(c) – 23(d) shall only apply if the Landlord is a referral source as defined by 42 C.F.R. Section 411.351 upon the Commencement Date, or becomes one during the Term of the Lease.

(c) Violation of Laws. Landlord and Tenant agree that this Lease is intended to comply with all local, state and federal laws, including, but not limited to the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and the regulations promulgated thereunder, and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) (also known as "**Stark**") and the regulations promulgated thereunder (collectively, the "**Health Care Laws**"). If Tenant believes, in good faith, that performance hereunder is, or presents a risk that it would result, in violation of the Health Care Laws or any other local, state and federal laws or if Tenant, in good faith, determines that performance hereunder is, or presents a risk that may be, inconsistent with Tenant's tax-exempt status, the parties shall negotiate in good faith to revise this Lease in order to comply with the local, state and federal laws or maintenance of tax-exempt status, as the case may be. If the parties, in good faith, are unable to agree on any such amendment, or if it is not possible to amend the Lease to comply with the Health Care Laws, then Tenant may terminate this Lease by written notice to Landlord, which termination shall be effective on the date set forth in such notice.

(d) Lease Terms. Landlord and Tenant each represent and warrant as follows:

(i) Size of Premises. The size of the Premises does not exceed the amount of space which is reasonable and necessary for Tenant's legitimate business purposes;

(ii) Tenant's Share. Tenant's Share does not exceed Tenant's pro-rata share of expenses for the Premises and Common Areas based upon the total square feet of the Building;

(iii) Rental Charges. The Base Rent and other rental charges are (i) set in advance; (ii) are consistent with fair market value; (iii) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of Tenant or Landlord, as the case may be, as a potential referral source; and (iii) are commercially reasonable even if no referrals were made between Tenant and Landlord or their respective affiliates; and

(iv) Exclusive Use of Premises. Tenant is to have exclusive use and possession of the Premises while this Lease is in effect, and that the Premises may not be shared with or used by Landlord or any person or entity related to Landlord; provided, nothing in this Section 23 shall be construed to limit Landlord's obligation, or diminish Landlord's ability, to provide services in accordance with the terms of this Lease, including services that by their nature require access to the Premises, or

to preclude Landlord's entry into the Premises for other purposes in accordance with the terms of this Lease.

(e) Privacy Laws. Tenant agrees to reasonably safeguard "protected health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "**Privacy Standards**"), as promulgated by the Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**PHI**") from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

(f) Executive Order. Each party represents and warrants to the other that (i) the representing party is not listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**"), pursuant to the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") or on any other lists of terrorist or terrorist organizations ("**Lists**") issued pursuant to the rules and regulations of OFAC or in any other enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (ii) the representing party is not and will not be engaged in any activities prohibited in the Orders; (iii) the representing party has not been convicted or pleaded *nolo contendere* to charges related to activity prohibited in the Orders; (iv) the representing party will not permit the Premises to be used for activities prohibited in the Orders nor permit the Premises to be occupied by any person on such Lists; and (v) the representing party has not pleaded nolo contendere to, or been convicted, indicted, arraigned, or custodially detained on, charges involving money laundering, predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws.

(g) ERISA. Tenant and Landlord each represents and warrants that it is not and is not acting on behalf of (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (ii) a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or (iii) an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

(h) Cooperation with Tenant's Cost Reporting Responsibilities. Landlord's full cooperation with applicable authorities in connection with cost reporting is essential for Tenant's continued operation of its business. Therefore, Landlord agrees to provide to Tenant, within thirty (30) days of Tenant's request, any and all information that is reasonably necessary for Tenant to fulfill its cost reporting requirements to such applicable authorities.

24. Title and Parking.

(a) Title. Landlord hereby represents to Tenant that Landlord is the owner in fee simple of the Building, including the Premises and all improvements thereon and has the right and authority to enter into this Lease. Landlord hereby represents to Tenant that no covenants, restrictions, liens or other encumbrances

affecting the real property upon which the Building is constructed interfere with or adversely affect Tenant's Permitted Use of the Premises.

(b) Parking. Tenant will have the right to use, commencing on the Commencement Date, up to the number of parking spaces set forth in the Lease Summary. Tenant will not be required to pay for the use of such parking. All reserved parking spaces will be in a mutually agreeable location not less than 300 feet from the main entry to the Premises. Landlord will provide signage for Tenant's reserved spaces in a mutually agreeable format at no cost to Tenant as a part of Landlord's Work.

25. Signage. Except for wall and office decorations, Tenant shall not paint, display, or affix any advertisement, sign, notice, lettering, or directions on the exterior of the Premises, or in the interior of the Premises which is visible from the outside of the Premises without Landlord's prior written consent or approval, which shall not be unreasonably withheld, conditioned or delayed. Prior to the Commencement Date, Landlord, at its cost and expense, shall install Tenant's name in the Building directory and at the entry to Tenant's suite. Tenant will be permitted to install signage on the exterior of the Building on the East side, subject to applicable Laws and Landlord's prior approval, which will not be unreasonably conditioned, withheld or delayed.

26. Attorneys' Fees. In any litigation or other proceeding relating to the breach of this Lease, the prevailing party will be entitled to recover its out-of-pocket costs and reasonable attorneys' fees.

27. Force Majeure. Any prevention, delay or stoppage ("**Force Majeure Delay**") caused by any reason beyond the reasonable control of a party, including, but not limited to, on-site casualty, strike, lockouts, labor disputes, governmental restriction or Laws adopted after the Effective Date, or failure of any governmental or quasi-governmental agency to issue any permits or licenses required hereunder, fire, earthquake, war, civil commotion, insurrection, riot, mob violence, sabotage, strike or lock-out or failure or disruption of utility services beyond the reasonable control by the party obligated to perform (each an "**Event of Force Majeure**" and collectively referred to as "**Events of Force Majeure**"), shall excuse the performance by such party for the amount of time the performing party is delayed in performing such obligation by any Event of Force Majeure; provided, however, in no event shall the financial inability of the performing party to perform its obligations under this Lease be deemed a Force Majeure Delay.

28. Quiet Possession. Subject to the terms of this Lease, Tenant will have the quiet possession of the Premises throughout the Term as against any persons or entities lawfully claiming by, through or under Landlord.

29. Rules and Regulations. Tenant will be bound by and will comply with reasonable rules promulgated by Landlord and provided in advance to Tenant. In the event of a conflict between any such rules and regulations and the other terms of this Lease, the other terms of this Lease shall prevail. Landlord shall enforce any such rules and regulations uniformly across the tenants of the Property in a nondiscriminatory manner.

30. Broker Fees and Similar Payments. Except as otherwise disclosed in the Lease Summary, Landlord and Tenant represent, on their own behalf, that neither Landlord nor Tenant has made any agreement to pay any brokerage fee, commission or similar payment in connection with the transaction contemplated by this Lease. Each of them will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Lease, except the brokers listed in the Lease Summary. Tenant will pay any fees or commissions due to Tenant's broker pursuant to a separate agreement between Tenant and such brokers.

31. Miscellaneous.

(a) This Lease contains the entire agreement and understanding between the parties relating to the subject matter of this Lease. The parties may amend this Lease only in a written document signed by both parties. No failure by either party to enforce or exercise any right under this Lease will constitute a waiver.

(b) Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and Landlord's reasonable satisfaction shall be sufficient for any matters under this Lease.

(c) Landlord and Tenant have the right, power, legal capacity, authority, and means to enter into and perform this Lease (as well as the documents referenced in this Lease) and, further, any individual(s) signing on behalf of such party have been duly authorized to do so.

(d) The parties may sign this Lease in any number of counterparts, each of which when signed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. The parties may sign and deliver this Lease by facsimile or other electronic means, such as e-mail. The exhibits attached to this Lease are incorporated by this reference.

(e) If a provision of this Lease is invalid or unenforceable, then the remainder of this Lease will remain in full force and effect.

(f) Colorado laws, excluding its conflict-of-law provisions, govern this Lease, and both parties submit to the exclusive jurisdiction of state and federal courts Colorado.

(g) EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS IT MAY HAVE TO DEMAND TRIAL BY JURY FOR ANY ACTION OR PROCEEDING RELATED TO THIS LEASE.

(h) Except as reasonably necessary to effect the transactions described in this Lease, including disclosure to third-party legal counsel and consultants, accountants, and advisors of Landlord or Tenant, as the case may be, the terms and conditions of this Lease are confidential and may not be disclosed to any person or entity without the prior written consent of the other party; provided that any inadvertent disclosure will not result in liability so long as the disclosing party takes reasonable steps, after the disclosure, to advise the recipient of the disclosure of the confidential nature of the disclosed information. The confidentiality obligations of this Lease are perpetual and survive this Lease's termination.

[Signatures on Following Page(s)]

DATED to be effective as of the date first written above.

LANDLORD:

City of Grand Junction

By:_____
Print Name: Anna Stout
Title: President of the City Council

Attest:_____
Printed Name: Amy Phillips
Title: City Clerk, City of Grand Junction

TENANT:

St. Mary's Hospital and Medical Center
d/b/a "Intermountain Health"

By:_____
Print Name:_____
Title:_____

Exhibit A

Depiction of the Premises and Property

See Attachment I and Attachment II

Exhibit B

Acceptance of Occupancy Agreement

TENANT: _____

LANDLORD: _____

BUILDING: _____

PREMISES: _____

EFFECTIVE DATE OF LEASE: _____

This Acceptance of Occupancy Agreement is executed by Tenant and Landlord pursuant to the provisions of the Lease referenced above. All terms capitalized but not defined herein shall have the respective meanings ascribed to them in the Lease.

1. Subject to Landlord's representations and warranties in the Lease, Tenant acknowledges that it has inspected the Premises and finds same to be substantially complete and now suitable for Tenant's permitted use. Tenant and Landlord hereby agree that all work done to the Premises is acceptable and that only work remaining to be done to the Premises, all of which is of a minor nature, is as follows (collectively, the "**Punch List**"):

_____
_____
_____
_____

Such Punch List is the responsibility of the [Tenant/Landlord] to complete. Said party hereby agrees to promptly undertake the completion of same. Tenant agrees that such work may be completed after it has taken occupancy, and the Term of the Lease has commenced or is to commence on the Commencement Date set forth in the Lease.

2. Tenant and Landlord hereby agree that the actual Commencement Date shall be _____ and that the Rent shall commence as of such date, and the Term shall expire on _____.

LANDLORD:

By: _____
Print Name: _____
Title: _____

TENANT:

By: _____
Print Name: _____
Title:_____

Exhibit C

Work Letter

This Work Letter Agreement (the "**Work Letter**") sets forth the rights and obligations of the parties with respect to Landlord's new build-to-suit construction of Premises ("**Landlord's Work**"). The capitalized terms used herein shall have the same meanings as in the Lease, except as otherwise provided or defined herein. Landlord's Work shall be performed at Landlord's sole cost and expense (subject to Tenant's Contribution, as defined below), in a good and workmanlike manner and in accordance with all applicable Laws. Landlord's Work shall consist of: (i) the Base Building Work and (ii) the Premises Work.

1. Base Building Work and Premises Work. Landlord shall perform, or cause to be performed, construction of the Building shell and other improvements (or otherwise are required to obtain a permanent or temporary certificate of occupancy, or other applicable certification by the City of Grand Junction for Building shell completion) for the Building shell, in accordance with Attachment I of this Work Letter (the "**Base Building Work**"). Landlord shall also perform, or cause to be performed, the Premises Work in accordance with Attachment II of this Work Letter (the "**Premises Work**"). All of Landlord's Work shall be completed in accordance with the Final Drawings (as determined and defined in Section 2 below)

2. Final Drawings. Landlord and Tenant each acknowledge their approval of Attachment II of this Lease (the "**Test-Fit**"). Landlord will cause its architect and engineer to prepare architectural and engineering plans and specifications (the "**Plans**") for the Premises Work based upon the Test-Fit and shall present the Plans to Tenant for approval. Tenant shall notify Landlord within ten (10) business days after receipt of the Plans of its approval or disapproval thereof. If Tenant disapproves the Plans, Landlord shall revise the Plans and resubmit to Tenant for approval within five (5) business days after receipt of Tenant's disapproval. This process shall continue until Landlord and Tenant mutually agree upon the Plans. The Plans, as revised (if revised), once they have been approved by Tenant, shall be the "**Final Drawings**". Following approval of the Final Drawings, Landlord shall begin and diligently pursue completion of construction of Landlord's Work in strict accordance with the Final Drawings.

3. Substantial Completion of Landlord's Work. Landlord will notify Tenant when Landlord considers the Premises Work Substantially Complete (subject to minor punch-list items). The terms "**Substantial Completion**", "**Substantially Complete**" and like variations thereof mean that (a) Landlord's Work is complete, except for minor, insubstantial items or adjustments of work, i.e., punch-list items, which will not adversely affect Tenant's use or occupancy of the Premises, and (b) Landlord has obtained all required permits and approvals from all applicable governmental authorities in connection with Landlord's Work and that the Premises may be legally used and occupied by Tenant for the Permitted Use. Landlord's representative and Tenant's representative shall, within thirty (30) days thereafter, conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of Landlord's Work. Landlord shall complete all punch-list items within thirty (30) days after agreement thereon. Landlord shall use commercially reasonable efforts to avoid interference with Tenant's business during the performance of the punch-list items. Within said 30-day period, Landlord shall furnish to Tenant: (i) a coordinated set of "as built" drawings with regard to the Premises Work, (ii) instruction and operating manuals on all equipment and systems furnished to Tenant for Tenant's use in the Premises, (iii) copies of all guarantees and warranties on equipment and materials furnished by all manufacturers and suppliers (Landlord hereby agreeing that all guarantees or warranties of equipment or materials furnished to Landlord shall be deemed to run to the benefit of Tenant) and (iv) copies of all related manufacturer's instructions, related maintenance manuals, replacement lists, detailed drawings and any technical requirements necessary to operate and maintain such equipment and materials or needed to maintain the effectiveness of any warranties. If Landlord fails to complete the punch-list items in said 30-day period, Tenant may complete the same and offset Rent for Tenant's out-of-pocket costs for such work.

4. Tenant's Contribution. Landlord's Work will be completed at Landlord's sole cost and expense. However, Tenant will reimburse Landlord $1,554,000.00 ("**Tenant's Contribution**"). Tenant will submit Tenant's Contribution to Landlord no later than January 1, 2025. However, Tenant will not be required to submit Tenant's Contribution unless and until Landlord first submits the following to Tenant: (a) invoices for all work performed or materials supplied or pre-purchased which are intended to be paid by such disbursement, such invoices containing sufficient detail to enable Tenant to determine whether all work and materials included in such invoice have been completed or provided; and (b) certification by Landlord's contractor, certifying that all work and materials included in each request for disbursement have been completed in a good and workmanlike manner and in accordance with the Final Drawings; together with copies of partial or conditional lien waivers covering all work performed through the dates covered by such disbursement from Landlord's contractor; and unconditional lien waivers covering all work performed through the previous disbursement from any other parties who have served notices to Landlord with respect to the Premises.

5. Progress Reports. Landlord shall keep Tenant's representative informed of the progress and the estimated completion date for Landlord's Work. Landlord shall provide Tenant an update of the timeline for completion and any delays (including cause and timeline) at least once a month until Substantial Completion of Landlord's Work. The current construction timeline for Landlord's Work is included in this Exhibit as Attachment III. Tenant will have the right to hire its own project manager and Landlord shall coordinate the design development of the Plans and Final Drawings to complete the design of the Premises with such project manager. Tenant's construction consultants and shall also have access to Landlord's Work meetings and activities, in an oversight capacity, on behalf of Tenant.

6. Change Requests. No material changes or revisions to the Final Drawings may be made by either Landlord or Tenant unless approved in writing by both parties. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for any changes or revisions to the Final Drawings ("**Change Request(s)**") and Landlord's approval of such Change Request(s), which approval Landlord agrees will not be unreasonably withheld, delayed or conditioned, Landlord will perform the additional work associated with the approved Change Request(s), at Tenant's sole cost and expense. Landlord will include an estimate of any increase to the cost of Landlord's Work with Landlord's approval of the Change Request. If the Change Request will result in an increase to the cost of Landlord's Work, Tenant may value-engineer the Change Request to minimize such costs or withdraw its Change Request.

7. Tenant Delay. "**Tenant Delay**" means a delay in causing Landlord's Work to be Substantially Completed directly attributable to any of the following: (i) Tenant's failure to furnish any information, document or approval required to be furnished by Tenant to Landlord pursuant to this Exhibit on or before the applicable deadline set forth herein, or (ii) all other delays caused by Tenant which actually delay the completion of Landlord's Work. Each day of any such delays will correspond to one (1) day of Tenant Delay. Notwithstanding the forgoing, no such delay shall constitute a Tenant Delay unless Landlord has notified Tenant of such failure and Tenant has not cured such failure within two (2) business days after receipt of such notice.

8. Miscellaneous.

A. If any lack of compliance with applicable Laws with regard to the Property, Premises or its systems or any part thereof arises during construction and will delay or impact the construction of the Base Building Work or the Premises Work, in a material adverse way, Landlord shall promptly correct the same, at Landlord's sole expense.

B. In the performance of its obligations under this Work Letter, Landlord covenants that it shall be responsible for all labor, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies, taxes, occupancy permit and related inspections, and other property and services necessary to timely and properly produce all work and completed construction required or reasonably inferable from the Plans, and all work, services and

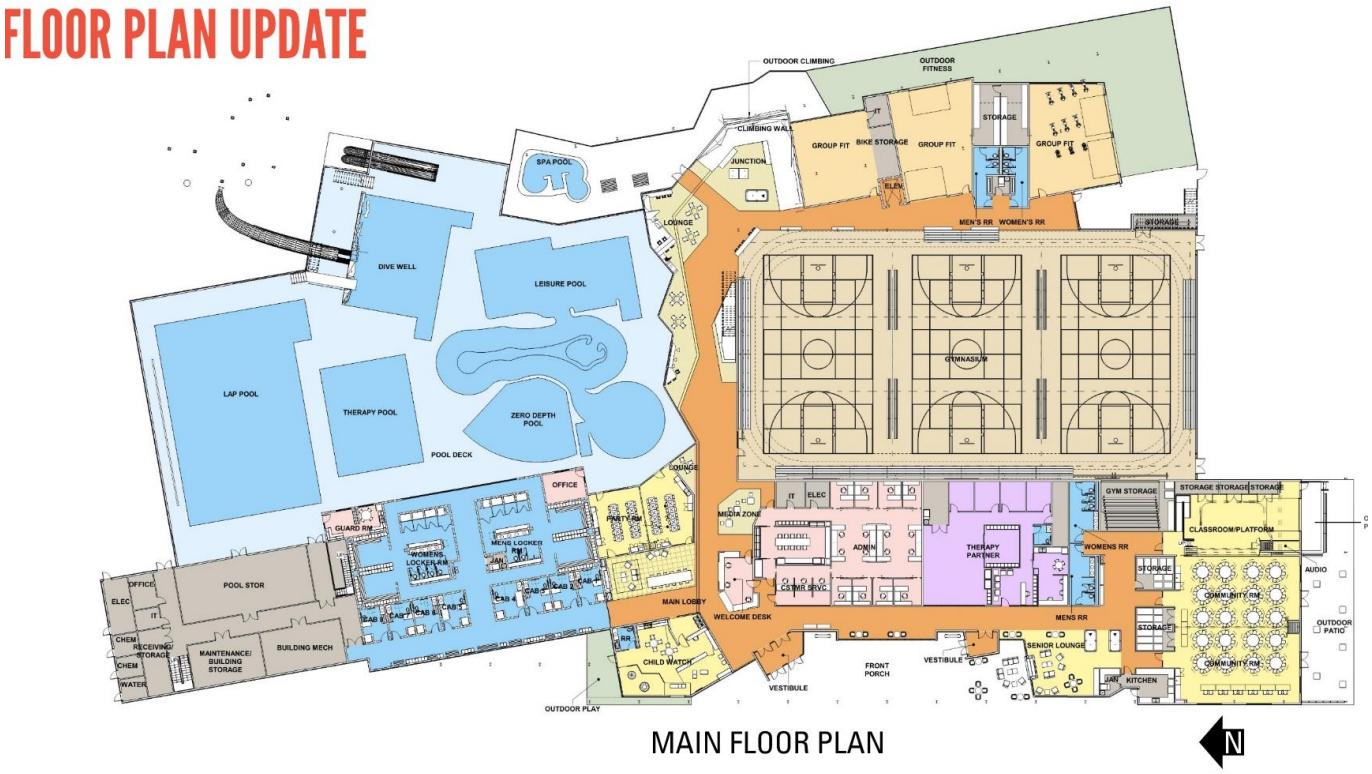
materials necessary to produce fully connected, complete, operational and functional systems and finishes in the Premises.

C. Landlord hereby represents, warrants and covenants to Tenant, that (i) no material deviations or changes shall have been made in connection with the Final Drawings without the prior written consent of Tenant; (ii) all of Landlord's Work shall have been completed using first quality workmanship and materials of good quality; and (iii) all of Landlord's Work shall be free from defects and deficiencies in materials and workmanship and are guaranteed against all defects and deficiencies and not to fail under ordinary usage. Any breach of the foregoing representations, warranties and covenants shall be promptly corrected and/or replaced, as the case may be, and fully remedied by Landlord, at Landlord's sole cost.

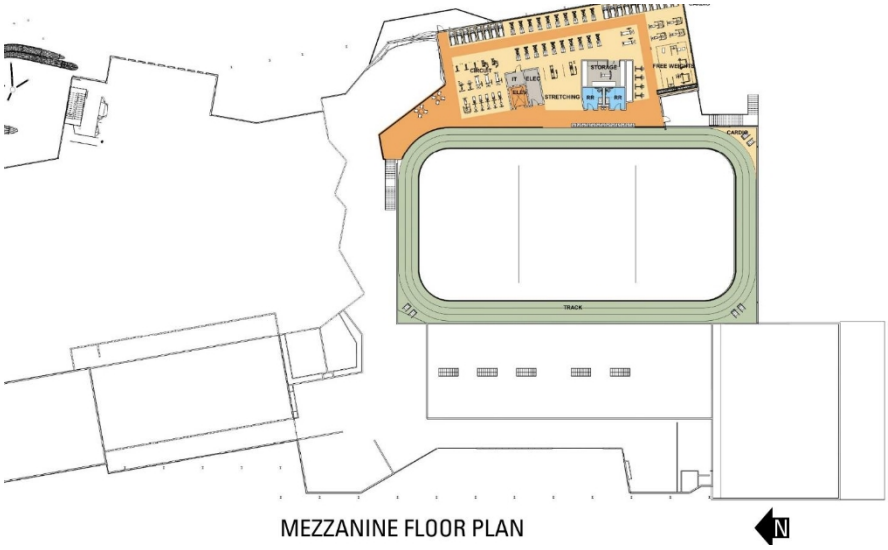
D. Prior to the Commencement Date, Tenant shall be allowed access to the Premises for the purposes of designing the Leasehold Improvement Work and inspecting the Landlord Work. In addition, prior to the Commencement Date, Tenant shall be allowed access to the Premises in order that Tenant may do other work as may be required by Tenant to make the Premises ready for Tenant's use and occupancy, such as the installation of telephones, computers, furniture, voice, trade fixtures, network closet, wireless access points, and medical equipment, equipment. Tenant agrees that any such entry into the Premises shall be deemed to be under all of the terms, covenants and provisions of the Lease, except as to the covenant to pay any Rent or any charges for utilities or services or other similar charges and, in any event, only to the extent such terms, covenants and provisions are applicable to Tenant's specific conduct during its access. Prior to such entry by Tenant or its contractors hereunder, Tenant shall have provided, and caused its applicable contractor to have provided, Landlord certificates of insurance evidencing the insurance Tenant is required to carry under the Lease.

Attachment I

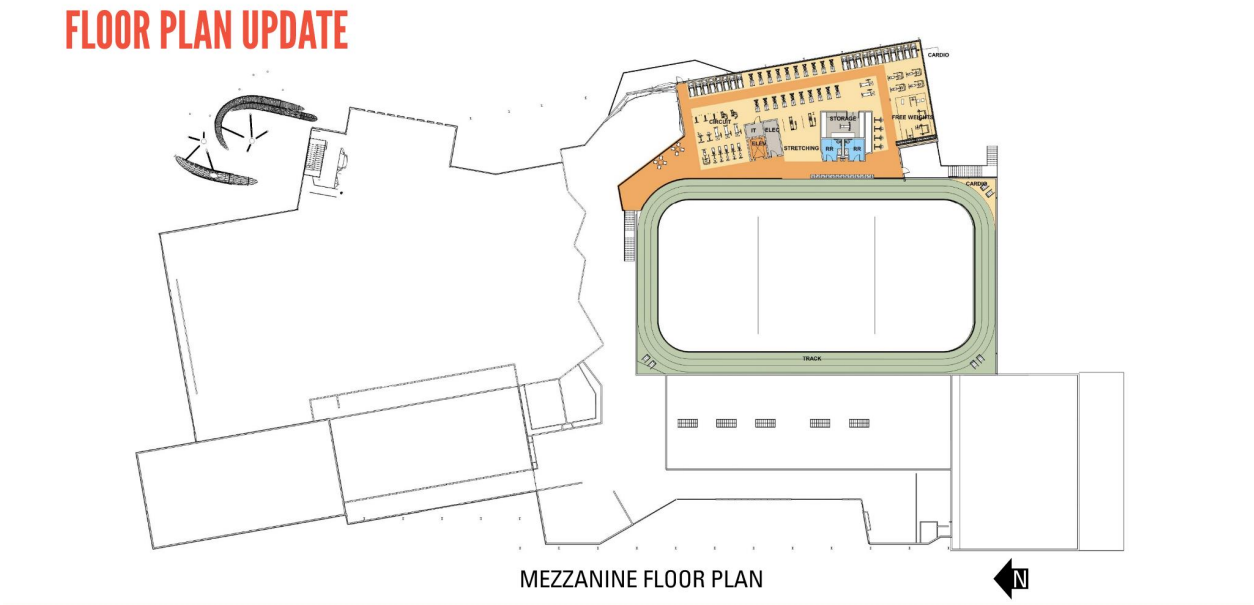
Base Building Work



Lower Level



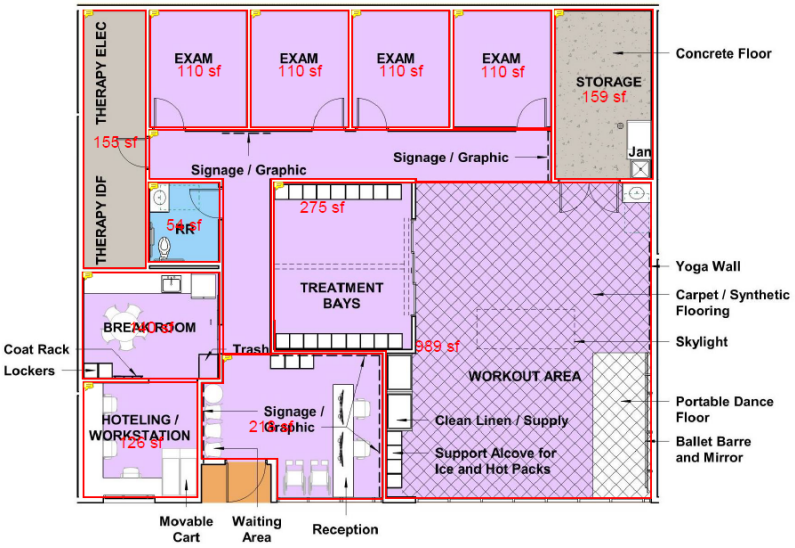
Upper Level

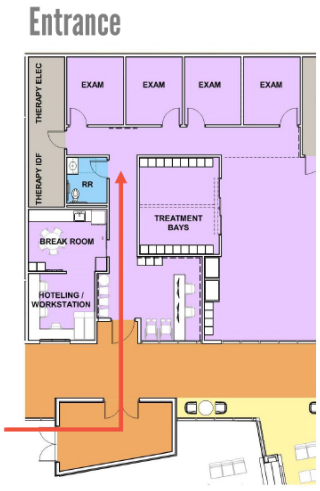


Attachment II

Premises Work

PHYSICAL THERAPY





BARKER RINKER SEACAT ARCHITECTURE
chamberlin
CRC COMMUNITY RECREATION CENTER

Attachment III

Design Schedule

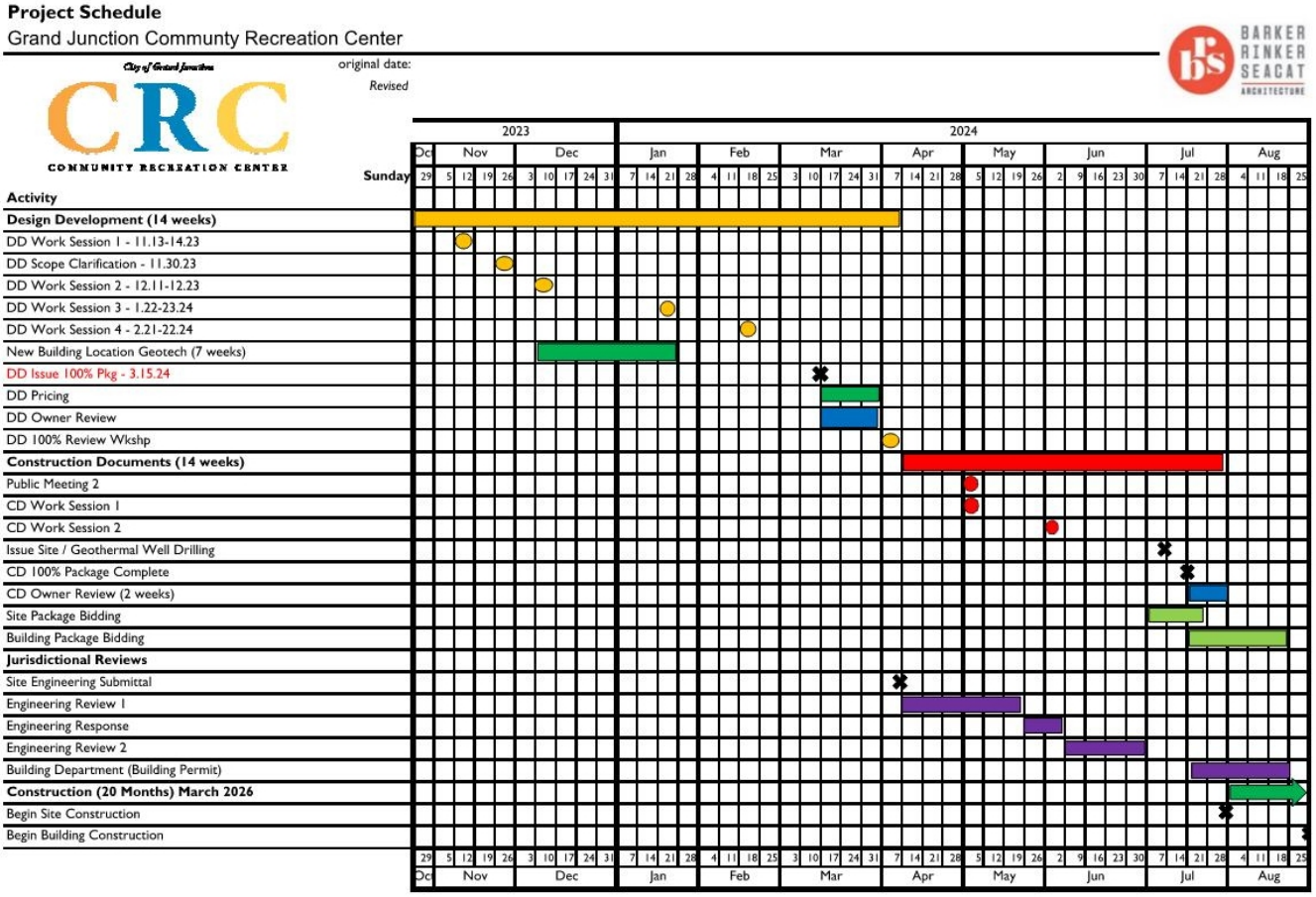


Exhibit D

Lease Term Extension Rider

Provided (i) an Event of Default by Tenant does not exist as of the Extension Notice (defined below), (ii) Tenant has not assigned the Lease or sublet any portion of the Premises (other than a Permitted Transfer), and (iii) Tenant timely complies with the provisions of this Lease Term Extension Rider, Tenant shall have the option to extend the Term of the Lease ("**Option**") for three (3) periods of five (5) Lease Years (each an "**Option Term**") on the same terms and conditions of the Lease except for Base Rent that will as set forth hereinafter. The procedure to exercise an Option is as follows:

1. Tenant shall provide Landlord with written notice of its desire to extend the Term for the Option Term not less than one hundred and eighty (180) days prior to the scheduled expiration of the Term (the "**Extension Notice**").

2. Base Rent for each Option Term will be as follows:

First Option Term:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$52.09	$151,049.98	$12,587.50
Months 13-24	$53.39	$154,826.23	$12,902.19
Months 25-36	$54.72	$158,696.88	$13,224.74
Months 37-48	$56.09	$162,664.30	$13,555.36
Months 49-60	$57.49	$166,730.91	$13,894.24

Second Option Term:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$58.93	$170,899.18	$14,241.60
Months 13-24	$60.40	$175,171.66	$14,597.64
Months 25-36	$61.91	$179,550.95	$14,962.58
Months 37-48	$63.46	$184,039.73	$15,336.64
Months 49-60	$65.05	$188,640.72	$15,720.06

Third Option Term:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$66.67	$193,356.74	$16,113.06
Months 13-24	$68.34	$198,190.66	$16,515.89
Months 25-36	$70.05	$203,145.42	$16,928.79
Months 37-48	$71.80	$208,224.06	$17,352.01
Months 49-60	$73.60	$213,429.66	$17,785.81

4. Prior to the commencement of each Option Term, if exercised, the parties shall execute an amendment to the Lease, which at a minimum must detail the extension of the Term.

Exhibit G

Form of SNDA

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, ____ (hereinafter called the "Lease"), _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord the approximately _____ rentable square feet of leased premises ("Tenant's Premises") located within the _____ as more fully described on Exhibit A attached hereto and made a part hereof (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of $_____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain Deed of Trust and Security Agreement dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____ (the "Land Records").

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.**

The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Foreclosure Event*. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 *Former Landlord*. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 *Offset Right*. An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4. *Rent*. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.5 *Successor Landlord*. A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 *Termination Right*. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination**.

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. **Non-disturbance, Recognition and Attornment**.

3.1 *No Exercise of Mortgage Remedies Against Tenant*. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action.

3.2 *Non-disturbance and Attornment*. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of Tenant's Premises under the Lease, except in accordance with the terms of the Lease; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease; (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms, between Successor Landlord and Tenant.

3.3 *Further Documentation*. The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 writing within ten (10) days following request by either of them.

3.4 *Consent to Lease*. Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Landlord**.

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Prepayments*. Any payment of Rent that Tenant may have made to Former Landlord more than thirty days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment (unless such payments were actually delivered to Mortgagee) other than, and only to the extent that, the Lease expressly required such a prepayment.

4.2 *Payment; Security Deposit*. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.3 *Modification, Amendment, or Waiver*. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made after Tenant was provided notice of the existence of Mortgagee, made without Mortgagee's written consent which has the effect of reducing the Term of the Lease or reducing the amount of Rent or additional rent payable under the Lease; provided that Mortgagee must respond to any request for consent to any requested amendment or modification within ten (10) business days of receipt, and further provided that Mortgagee's failure to respond within such ten (10) business day period shall constitute Mortgagee's consent.

5. Mortgagee's Right to Cure.

5.1 *Notice to Mortgagee*. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice").

5.2 *Mortgagee's Cure Period*. After Mortgagee receives a Default Notice, Mortgagee shall have the period granted to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord. The foregoing shall not limit Tenant's right to exercise self-help remedies to cure a default by Landlord under the Lease if permitted by the Lease or if necessary to prevent imminent danger of damage or injury to persons or property or if necessary to permit the full use and occupancy by Tenant of the Tenant's Premises.

6. **Miscellaneous**.

6.1 *Notices*. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee:

_____
_____
_____
Attn: _____

With a copy to: _____
_____
_____
Attn: _____

6.2 *Successors and Assigns*. This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

6.3 *Entire Agreement*. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

6.4 *Interaction with Lease and with Mortgage*. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

6.5 *Mortgagee's Rights and Obligations*. Except as expressly provided for in this Agreement, Mortgagee shall have no obligation to Tenant with respect to the Lease.

6.6 *Interpretation; Governing Law*. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

6.7 *Amendments*. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

6.8 *Execution*. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.9 *Representations*. The parties represent that they each have full authority to enter into this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan.

[Signatures on the next page]

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

Date:_____

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires: _____

TENANT:

a _____

By: _____
Print Name: _____
Title:_____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease.

LANDLORD:

[LANDLORD ENTITY],
a _____

By:_____
Print Name: _____
Title: _____

Date:_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:_____

EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

Tenant's Premises

Exhibit H

Form of Estoppel

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of _____, 20___ by _____ in connection with that certain Lease Agreement dated _____ by and between _____, as Tenant and _____, as Landlord (the "Lease") for the premises located at _____ (the "Premises").

[Landlord/Tenant] hereby certifies to the best of [Landlord's/Tenant's] knowledge to _____ as follows:

1. The Lease consists of the following documents: [list documents]. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises.
2. To [Landlord's/Tenant's] knowledge and belief, the information set forth below is true and correct as of the date hereof:
   (a) Approximate square footage of the Premises: _____ rentable square feet
   (b) Monthly installment of Rent as of the date hereof: $_____
   (c) Commencement Date: _____
   (d) Expiration Date: _____
   (e) Security deposit: _____
   (f) Prepaid rent in the amount of: _____
   (g) Renewal Options: _____
3. As of the date hereof, the Lease is in full force and effect.
4. To the best of [Tenant's/Landlord's] actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Tenant or Landlord except _____.
5. No rent has been or will be paid more than 30 days in advance.
6. All legal notices to Tenant shall be sent to: _____,
   With a concurrent copy to: _____.

IN WITNESS WHEREOF, [Tenant/Landlord] has executed this Estoppel Certificate as of the date first above written.

[LANDLORD/TENANT]:
[LANDLORD/TENANT ENTITY],
a _____

By: _____
Print Name: _____
Title: _____

Grand Junction City Council

Regular Session

Item #6.a.iii.

Meeting Date: February 21, 2024

Presented By: Tamra Allen, Community Development Director, John Shaver, City Attorney, Matt Smith, Chief of Police

Department: Community Development

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

An Ordinance Extending the Skilled Gaming Moratorium

RECOMMENDATION:

Second reading and public hearing on Ordinance No 5199 extending the skilled gaming moratorium.

EXECUTIVE SUMMARY:

An extended temporary moratorium disallowing new skilled gaming businesses will allow time for the City Attorney's Office, the Grand Junction Police Department, and the City's Community Development Department to continue to review skilled gaming and will allow the City an opportunity to evaluate potential regulation, licensure, and other avenues, including coordination with the state, to better limit the impact the businesses are having on the community. By and with the adoption of Ordinance 5190, the City amended the Zoning and Development Code to define S*killed Gaming* as *Adult Entertainment* and define *Gaming Arcade* (aka skilled gaming business) and the various machines, games and devices that contribute to the undesirable outcomes of the operation of those business in the city; however, further amendments, such as buffering, zoning, and permitting need to be considered.

BACKGROUND OR DETAILED INFORMATION:

With the adoption of Ordinance 5125, the City Council imposed a temporary moratorium disallowing new skilled gaming businesses in the city. With the adoption of this ordinance, the moratorium will be extended to allow the City Attorney's Office, the Grand Junction Police Department, and the City's Community Development Department to further review skilled gaming and will allow the City an opportunity to evaluate potential regulation, licensure, and other avenues, including coordination with

the state, to better limit the impact the businesses are having on the community. By and with the adoption of Ordinance 5190 the City amended the Zoning and Development Code to define S*killed Gaming* as *Adult Entertainment* and define *Gaming Arcade* (aka skilled gaming business) and the various machines, games and devices that contribute to the undesirable outcomes of the operation of those business in the city. However, further amendments, such as buffering, zoning, and permitting need to be considered. This temporary moratorium is narrowly tailored and will further the health, safety, and welfare of the people of the City of Grand Junction.

Among other things, Ordinance 5125 prohibited the establishment of new gaming arcades or gaming uses within the City for a year. When the Ordinance was adopted, there were 16 gaming establishments operating in the city limits. Over the ensuing moratorium and proactive investigations, a number of establishments have closed with one remaining as of the date of this report. While the immediate problems created by the skilled gaming businesses have subsided, the City staff recommends that the City Council extend the moratorium period to fully understand what regulations may be necessary or required to properly regulate the businesses or whether to allow them in the city.

During 2023, there were over 250 calls for service to skilled gaming businesses in the city. The calls for service included shootings, aggravated assaults, armed robberies, warrant arrests, drug violations, weapons violations, trespassing and vandalism of surrounding businesses, child abuse and DUI/DUID. There have been six search warrants on the skilled gaming businesses and during the execution of those search warrants, there has been recoveries of several stolen guns, numerous Las Vegas style slot machines, one stolen recreational travel trailer, methamphetamine, illegal gambling proceeds, and the seizure of hard drives from these illegal gambling devices.

The businesses adjacent to the skilled gaming establishments have reported a huge decrease following the closures of the skilled gaming businesses; discarded needles, trash, trespassing, theft from autos, vandalism, and other crimes associated with the skilled gaming business locations and the patrons of those businesses have been reduced. Many neighbors have said they have started sleeping better because they are not constantly worrying about what is going to happen to their businesses overnight, and they are excited to have their businesses and neighborhoods “back to normal”.

Although progress has been made, there is still work to be done to determine what, how and if the "back to normal" condition can be sustained if or when skilled gaming businesses are resumed in the city. None of the GJPD's cases related to illegal gambling at the skilled gaming businesses have been prosecuted, and until that occurs and until the City has fully studied and possibly developed a regulatory model for skilled gaming businesses, if at all, it would be premature to conclude that the problem will not reoccur. For these reasons and others, the City staff recommends that the City Council adopt Ordiance ___ and extend the moratorium on skilled gaming businesses in the city.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No 5199, an ordinance to extend the moratorium on skilled gaming, on second reading and final passage and authorize final publication in pamphlet form.

Attachments

1. ORD-Gaming Moratorium Extended 20240130

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. XXXX

ENACTING A MORATORIUM WITH FINDINGS, INTENT AND PURPOSE TO EXTEND THE PROHIBITION ON THE ESTABLISHMENT OF ANY NEW OR RELOCATION OF EXISTING GAMING ARCADES OR GAMING USES WITHIN THE CITY OF GRAND JUNCTION; PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD WHICH SHALL TERMINATE AT THE EARLIEST OF THE CITY'S ADOPTION OF FURTHER AMENDMENT(S) TO TITLE 21AND/OR TITLE 9 OF THE GRAND JUNCTION MUNICIPAL CODE OR THE EXPIRATION OF 365 DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE.

RECITALS:

A new type of "gray casino" business has been operating in the City of Grand Junction (City) and throughout Colorado. The businesses look, feel, and operate much like Las Vegas style casinos. The businesses, which are referred to as "skilled gaming", use technology to operate in a gray area of the law which purports to distinguish games of skill from games of chance.

Due to the technology, the investigation and prosecution of the businesses as illegal gambling, *i.e.*, games of chance, is difficult and accordingly the skilled gaming businesses continue to operate in the City. Notwithstanding some of the investigatory challenges the Grand Junction Police and the Mesa County Sheriff have been conducting operations to better understand the scope of the problems presented. Certain of those operations have resulted in prosecutions.

With the passage of HB22-1412 the State's Gaming Commission was empowered to investigate and prosecute crimes and enforce regulations pertaining to unlicensed gaming establishments throughout Colorado; however, the Colorado Division of Gaming Enforcement and Investigations Section has advised the City that the Division will not operate/provide enforcement outside of the cities authorized for limited gaming in Article XVIII, Section 9 of the Colorado Constitution (Blackhawk, Central City, and Cripple Creek).

The games of skill typically offered by these businesses are video machines, similar to video slot machines, which the player may win money, cryptocurrency, or other value. Because these businesses operate in a gray area of the law, sometimes known as simulated gambling, they are unregulated and uncontrolled under Colorado law. The businesses often bring problems of increased crime, no public health oversight, and no regulation of the flow of money. Because the businesses typically do not sell products, a City sales tax license is not required.

An extended temporary moratorium disallowing new skilled gaming businesses will allow time for the City Attorney's Office, the Grand Junction Police Department, and the City's Community Development Department to continue to review skilled gaming and will allow the City an opportunity to evaluate potential regulation, licensure, and other

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avenues, including coordination with the State, to better limit the impact the businesses are having on the community.

By and with the adoption of Ordinance 5190 the City amended the Zoning and Development Code to define *Skilled Gaming* as *Adult Entertainment* and define *Gaming Arcade* (aka skilled gaming business) and the various machines, games and devices that contribute to the undesirable outcomes of the operation of those business in the City; however, further amendments, such as buffering, zoning, and permitting need to be considered.

This temporary moratorium is narrowly tailored and will further the health, safety, and welfare of the people of the City of Grand Junction.

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

1) The Recitals are incorporated herein and in light of the same, and based on the record of the hearing and adoption of this Ordinance, the City Council finds that the establishment of any new or relocation of any existing *Gaming Arcade(s)* (aka skilled gaming business) that offers or provides at any location, including a business, residence or private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person or by that person's partners, affiliates, subsidiaries, agents, or contractors which features (i) slot machine(s), (ii) gambling device(s), (iii) simulated gambling device(s), or (iv) any mechanical, electrical, video, electronic, or other device, contrivance or machine which after insertion or conveyance of a coin, debit card, credit card, cash, token or similar object or upon payment of any required consideration whatsoever by a player, is available to be played or operated, and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive monetary compensation and/or redeemable game credits, or any other thing of value. This definition expressly includes 'fish game' 'fish game table' 'fish game gambling table' however denominated that consists of a tabletop electronic display with one or more stations featuring buttons, joysticks, or other control(s) that delivers to the player cash, cash premiums, redeemable game credits or any other thing of value for successful play, whether the redeemable payout is made from the machine, another machine, or from an employee of the business. This definition expressly excludes any business location which features bona fide amusement devices that pay nothing of value, cannot be adjusted to pay anything of value, provide only unredeemable free games, or provide only tickets redeemable for nonmonetary prizes consisting of toys or novelties of nominal value; crane games; BINGO operations, coin-operated music machines; or any bona fide amusement device authorized within restaurants by C.R.S 44-3-103(47) is(are) temporarily prohibited within the City of Grand Junction, Colorado as provided in this Ordinance.

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2) In the City's experience as described in the record of the hearing and adoption of this Ordinance, *Gaming Arcade(s)*/skilled gaming establishments tend to give rise to blighting and deterioration of the areas in which they are located. Instances of blight and deterioration include increased property crimes, drug and other legal and illegal substance(s) being sold and abused at and/or near the businesses, gambling, and acts of violence.

3) In an effort to respond to and otherwise work against blight and deterioration that the City has found to be associated with Gaming Arcade(s)the City Council finds that it is necessary to preserve the public health, safety, morals, and general welfare of the residents and businesses of the City to afford additional time for City staff to evaluate the impact of Gaming Arcades, to determine and recommend to City Council whether such uses are legal and, if so, can those uses be appropriately sited within the City with appropriate regulation, whether by buffering, zoning and permitting, or any other lawful means as to prevent the specific erosion of the character of affected neighborhoods and the City in general, or whether such uses are or should be prohibited.

4) Imposition of Moratorium. A moratorium period is hereby declared on all new establishments not in existence or the relocation of existing establishments as of [DATE (THE EFFECTIVE DATE OF THIS ORDINANCE)], constituting Gaming Arcades (aka skilled gaming businesses), Slot Machine(s), Gambling Device(s) and Simulated Gambling Device(s) (as the same are defined in GJMC or Colorado law) from the effective date of this Ordinance, [DATE], for the period of three hundred sixty five (365) days to [DATE] (inclusive), or until further action of the City Council ending, modifying or extending this moratorium, whichever occurs first. Such further action shall be taken accordingly by ordinance of the City Council. No application(s) pertaining to sales and use tax, amendment(s) to the official zoning map, site development, liquor license, sign permit, building permit, any development permit, or renewal or transfer of any of the aforementioned shall be accepted for review by the City for the moratorium period as defined herein.

Introduced on first reading this 7th day of February 2024 and ordered published in pamphlet form.

Passed and adopted on second reading this _____ day of February 2024 and ordered published in pamphlet form.

_____

Anna M. Stout
President of the City Council

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Amy Phillips
City Clerk

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Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: February 21, 2024

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

An Ordinance to Rezone 7.11 Acres from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac), Located at 2651 Stacy Drive

RECOMMENDATION:

The Planning Commission heard this request at the January 23, 2024 meeting and voted (6-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Owner, Ken Co LLC with Applicant, Aspire Residential, is requesting a rezone of R-4 (Residential – 4 du/ac) to R-24 (Residential – 24 du/ac) for property consisting of 7.11-acres located at 2651 Stacy Drive, in anticipation of future multi-family residential development. The requested R-24 zone district would be consistent with the Land Use Map designation of Mixed Use established for the property, if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated in Orchard Mesa along the south side of Stacy Drive and Tracy Ann Road at 2651 Stacy Drive. The properties were annexed in 2003 as part of the Carville Annexation and are currently vacant. The total acreage of the rezone is 7.11 acres. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 and in preparation for future multi-family residential subdivision development for affordable units at 60% AMI average (30 percent-80 percent) across all units. The current City zoning for the property is R-4 (Residential 4 du/ac).

The rezone request to R-24 is in keeping with urban residential density as envisioned by the Comprehensive Plan adopted by the City in December 2020. The property has

access to sewer service with a 12-inch sewer line running along Stacy Drive and Tracy Ann Road. The property is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan, supporting the request to intensify land use through infill in this area. The Land Use Map identifies the parcel as “Mixed Use,” supporting multifamily residential development.

The property owner is interested in preparing the property for future development, which may include selling the property to Aspire Residential (applicant/developer) for future urban residential multifamily development, and that would be consistent with the scope and type of development envisioned by the Comprehensive Plan with a Mixed Use (greater than 8 du/ac) residential density land use. The R-24 zoning requires a minimum of 16 dwelling units per acre, therefore the requested R-24 implements the Comprehensive Plan Mixed Use.

The purpose of the R-24 (Residential – 24 du/ac) zone district is to provide high-density attached dwellings. As noted above, the R-24 ensures minimum densities of Mixed Use on the Land Use Map are met. In addition to the R-24 (Residential – 24 du/ac) zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designations of Mixed Use (greater than 8 du/ac).

Mixed Use (greater than 8 du/ac)
a. R-16 (Residential – 16 du/ac)
b. CSR (Community Services and Recreation)
c. R-O (Residential Office)
d. B-1 (Neighborhood Business)
e. B-2 (Downtown Business)
f. MU (Mixed Use)
g. BP (Business Park)
h. Mixed Use Residential (MXR-3, 5, 8)
i. Mixed Use General (MXG-3, 5 8)
j. Mixed Use Shopfront (MXS-3, 5 8)
k. MXOC (Mixed Use Opportunity Corridors)

In reviewing the rezone proposal, the east parcel is identified in the Comprehensive Plan as Mixed-Use. It is located across from a Commercial (C-1) zone on the north side of Tracy Ann Road. Planning and considering high-density zoning to provide multifamily housing options for more residents supports mixed-use development, a goal of the Comprehensive Plan.

The surrounding zoning includes to the east land zoned C-1 and R-16, to the North is C-1, R-4, R-8 and PD (9 du/ac density), to the west R-4, and to the south R-4 and R-8.

A note about the implementation of the Zoning & Development Code Update: Upon effectiveness on January 21, 2024, the R-24 zone district will transition to RH-24 (Residential High - 24) and the development rights under the zone district will be found in the new Zone District and Dimensional Standards. As this application was received

before the effective date of this update, the following analysis is pursuant to the previous Zoning & Development Code language.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Rezone requests was held on Wednesday, October 11, 2023, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's Representative and City staff were in attendance. There was no one in attendance from the public.

Notice was completed consistent with Section 21.02.080 (g) provisions of the Zoning and Development Code. The subject property was posted with a new application sign on January 9, 2024. 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 January 12, 2024. The notice of this public hearing was published on January 14, 2024, in the Grand Junction Daily Sentinel. Public comment was also solicited in an online hearing between January 16 and January 22, 2024, through the GJSpeaks platform.

ANALYSIS

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

(1) Subsequent events have invalidated the original premises and findings; and/or
The current zoning of R-4 occurred at the time of annexation in 2003 (Ordinance No. 3569) and was supported by the City's 1996 Growth Plan Future Land Use Map which showed the property as Residential Medium Low (2-4 du/ac). However, during the 2020 One Grand Junction Comprehensive Plan process, the land use designation on the property was changed to Mixed Use (greater than 8 du/ac) on the east parcel. The existing zoning of R-4 does not conform to the land use designation established in the 2020 Comprehensive Plan. The proposed rezone to R-24 implements the 2020 Comprehensive Plan.

The subject property is located within Tier 1 on the Intensification and Growth Tiers Map of the 2020 One Grand Junction Comprehensive Plan supporting urban infill. Tier 1 focuses on intensifying residential growth, further supporting the higher density range provided by the R-24 zone districts versus rezoning to R-16 zoning.

Approval and construction of Tracy's Village Commercial subdivision in 2022, which includes Tracy Ann Road as a commercial street designed for commercial and mixed-use development traffic, further supports multifamily development that the R-24 zone districts permit. Tracy Ann Road lies adjacent to 2651 Stacy Drive and provides the road infrastructure and accessibility needed for the increase in density resulting from this rezone request.

However, one of the premises and findings for the zoning in 2003 was that the property had adequate public services or would have adequate public services to the property with development. There is nothing to support this criterion that somehow, the earlier finding in 2003 when the R-4 zone district was applied for annexation that adequate services is no longer valid. Subsequent events have occurred, they just don't invalidate all the original premises and findings.

Therefore, staff finds that this criterion is not met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
The current zoning of R-4 occurred at the time of annexation in 2003, a zone district supported by the 1996 Growth Plan and continued to be supported in the 2010 Grand Junction Comprehensive Plan.

The 2020 One Grand Junction Comprehensive Plan focuses on providing increased density and housing options in the community. This area of Orchard Mesa was identified for medium density and high density in a mixed-use area in the 2020 One Grand Junction Comprehensive Plan.

Approval and construction of Tracy's Village Commercial Subdivision in 2022 for mixed-use development is supported by the 2020 One Grand Junction Comprehensive Plan. The commercial development established Tracy Ann Road as a commercial street designed for commercial development. Built to a wider street section, this commercial street section supports the multifamily development that the R-24 zone district provides, in addition to the commercial traffic expected in the area. Tracy Ann Road lies adjacent to 2651 Stacy Drive and will accommodate the need for the increase in density and expected traffic for the rezoning request.

Additional commercial services have been developed in the immediate area within the past 10 years, including a Taco Bell across the street. These include a convenience store, other restaurants, auto parts stores, and a couple of additional smaller grocery stores, all within a half mile of this property. This has changed the area's character and provides for the infrastructure needed to achieve the goals of the 2020 Comprehensive Plan.

Therefore, staff finds that this criterion is 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 electric & gas service, and public stormwater sewer is available to the property and is adequate to serve development of the type and scope anticipated by the R-24 zone district. The property has street access from Stacy Drive. Therefore, staff finds that this criterion is met for both rezones.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or
The city is broadly in need of additional medium and high-density residential development if it is to meet the needs of a growing population. Citywide, low-density residential zoning is common, but very few properties with high-density zoning remain undeveloped. As of December 2022, there were 1,818 acres zoned R-24 city-wide with 53 acres vacant. Note that some of that vacant land has been developed in the past year. It is thus logical that, in order to continue to provide housing opportunities, and to include high-density housing patterns in the range of housing options available in the City of Grand Junction, additional land must be zoned to high-density residential districts such as R-24. 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 Grand Junction community will benefit from this change in zoning to R-24 by increasing undeveloped land to potential R-24 densities. This area of Orchard Mesa continues to attract urban residential development at densities needing existing sanitary sewer and city services and higher density opportunities are needed within the proposed zoning range to increase housing choice. The adjacent area to the southwest is zoned R-8 with a new single-family subdivision recently approved and infrastructure under construction. Also, to the south is the existing Dos Rios Elementary School (zoned R-4) developed as a school and open space area. The proposed rezoning areas will be available to provide more housing choices to city residents of different ages, abilities, and incomes seeking the living environment of the Orchard Mesa area and its proximity to jobs in the area and close proximity to downtown, just two miles to the north. It is also near grocery stores and other important services. A middle school is less than one mile to the northeast and Grand Junction High School is just north of downtown on N. 5th Street.

Therefore, Staff finds this criterion to be met.

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

- 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 Mixed Use. As outlined in the background section of this staff report, the proposed rezone to R-24 (Residential – 24 du/ac) zone district implements the Mixed-

Use designation.

The proposed rezone to R-24 implements the following Plan principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth
Where We are Today (and Where We are Going) – The One Grand Junction Comprehensive Plan raises concerns about the underutilization of properties. The focus on growth has been infill and redevelopment that take advantage of existing infrastructure. Future growth will need to minimize leap-frog development and prioritize infill.

How We Will Get There – Responsible and managed growth requires that growth occurs where infrastructure already exists. The strategies in this principle encourage infill and redevelopment to leverage existing infrastructure. The proposed rezones intend to develop residential land uses with multifamily housing to provide the community with additional housing choices.

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.

Plan Principle 5: Strong Neighborhoods and Housing Choices
Where we are today – Most of the vacant residential land that is available in Grand Junction is designated for single-family housing development. However, other options are increasingly being explored to meet the changing needs of the community and to diversify the city's housing stock. Alternative housing types provide options for residents such as low maintenance, community open spaces, shared facilities, and affordability, and they can be less expensive to serve than conventional single-family housing.

How Will We Get There – Strong neighborhoods and housing choices include a range of housing options for residents, people of all ages, abilities, and incomes. This includes ensuring geographic diversity that accommodates a mixture of housing types and sizes in all areas of the city at varying densities, sizes, and price points. It also ensures these occur in new and existing neighborhoods while maintaining neighborhood character.

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

Goal: Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.

Intensification and Tiered Growth Plan (Chapter 3). The property is located within Tier 1 (Urban Infill) – Description: Areas where urban services already exist and generally meet service levels, usually within existing City limits, where the focus is on intensifying residential and commercial areas through infill and redevelopment.

Policy: Development should be directed toward vacant and underutilized parcels located primarily within Grand Junction's existing municipal limits. This will encourage

orderly development patterns and limit infrastructure extensions while still allowing for both residential and business growth. Development in this Tier, in general, does not require City expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary.

Adopted Plan and Policies. The Orchard Mesa Neighborhood Plan supports attainable housing for residents of all income levels as established in Goal 2 under Chapter 4 Housing Trends. Goal 1 of Chapter 4 also supports this rezone, which states as a goal that “A broad mix of housing types is available on Orchard Mesa to meet the needs of a variety of incomes, family types, and life stages.” Rezoning this property to R-24 will provide land for additional housing to meet these two goals.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation, and as a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The R-24 zone district implements the Mixed-Use Land Use category.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Ken Co LLC Rezone requests, for a 7.11 acre rezone from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac) located at 2651 Stacy Drive, the following findings of facts and conditions 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 recommends approval of the requested Rezone.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5200, an ordinance rezoning approximately 7.11 acres located at 2651 Stacy drive from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac), City file number RZN-2024.12, on final passage and ordered final publication in pamphlet form.

Attachments

1. Development Application
2. Maps - Land Use & Zoning etc
3. Public Correspondence Received
4. Planning Commission Minutes - 2024 - January 23 - DRAFT
5. ORD-Ken Co LLC Rezone 20240124

DocuSign Envelope ID: ECC26252-07DD-46F1-BC92-6E7A6EE73BD6

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

Development Application

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

Petition For: Rezone

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

Existing Land Use Designation: RESIDENTIAL VACANT LOTS
Existing Zoning: R-4
Proposed Land Use Designation: Multifamily
Proposed Zoning: R-24 High Density

Property Information

Site Location: 2651 STACY DR
Site Acreage: 7.11
Site Tax No(s): 2945-261-43-003
Site Zoning: R-4
Project Description: Affordable Housing Development

Property Owner Information	Applicant Information	Representative Information
Name: KENCO LLC	Name: John Gargasz	Name: John Gargasz
Street Address: 607 25 RD, STE 100	Street Address: 21 Continental Blvd	Street Address: 21 Continental Blvd
City/State/Zip: GJ, CO 81505	City/State/Zip: Merrimack, NH 03054	City/State/Zip: Merrimack, NH 03054
Business Phone #: 970-245-0898	Business Phone #: 603-320-5123	Business Phone #: 603-320-5123
E-Mail: katy@cocal.net	E-Mail: john.gargasz@aspireres.co	E-Mail: john.gargasz@aspireres.co
Fax #:	Fax #:	Fax #: NA
Contact Person: Katy Basinger	Contact Person: John Gargasz	Contact Person: John Gargasz
Contact Phone #: 970-245-0898	Contact Phone #: 603-320-5123	Contact Phone #: 603-320-5123

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: John Gargasz DocuSigned by: John Gargasz Date:
Please print and sign

Signature of Legal Property Owner: Ken Basinger DocuSigned by: Ken Basinger Date:
Please print and sign

General Project Report:

Aspire Residential Rezone

Submitted for a Rezoning Application

A. Project Description

1. 2651 Stacy Drive, Grand Junction CO 81503

2. 7.11 acres

3. Affordable housing (multifamily)

B. Public Benefit - Increased affordable housing for Grand Junction

C. Neighborhood Meeting required - See attached “Neighborhood Meeting Notes.”

D. Project Compliance, Compatibility, and Impact

1. Adopted Plan and Policies – The Orchard Mesa Neighborhood Plan supports attainable housing for residents of all income levels as established in Goal 2 under Chapter 4 Housing Trends. Chapter 4 also has Goal 1 which states “A broad mix of housing types is available on Orchard Mesa to meet the needs of a variety of incomes, family types, and life stages.” Rezoning these two parcels to R-12 and R-24 will provide land for additional housing to meet these two goals.

2. Land Use in the surrounding area - R8 / R4 / C1 / R16 / PD / CSR

3. Site access and traffic patterns - TBD

4. Availability of Utilities, including proximity to fire hydrants - Water, electrical available

5. Special or unusual demands on utilities - TBD

6. Effects on Public Facilities - TBD

7. Site Soils and geology - NA

8. Impact of project on site geology and geological hazards, if any - NA

9. Hours of Operations - TBD

10. Number of Employees - TBD

11. Signage Plans - TBD

12. Review criteria met, see below.

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

(1) Subsequent events have invalidated the original premises and findings; and/or
Applicant's Response: The zoning application is consistent with what is allowable under Grand Junction's Comprehensive Plan.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
Applicant's Response: No amendments are anticipated at this time

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or
Applicant's Response: All appropriate organizations have been consulted and it has been determined that adequate facilities can serve this development.

(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
Applicant's Response: To accommodate the proposed land use, we are seeking to rezone to R-24 which is allowable under Grand Junction's Comprehensive Plan.

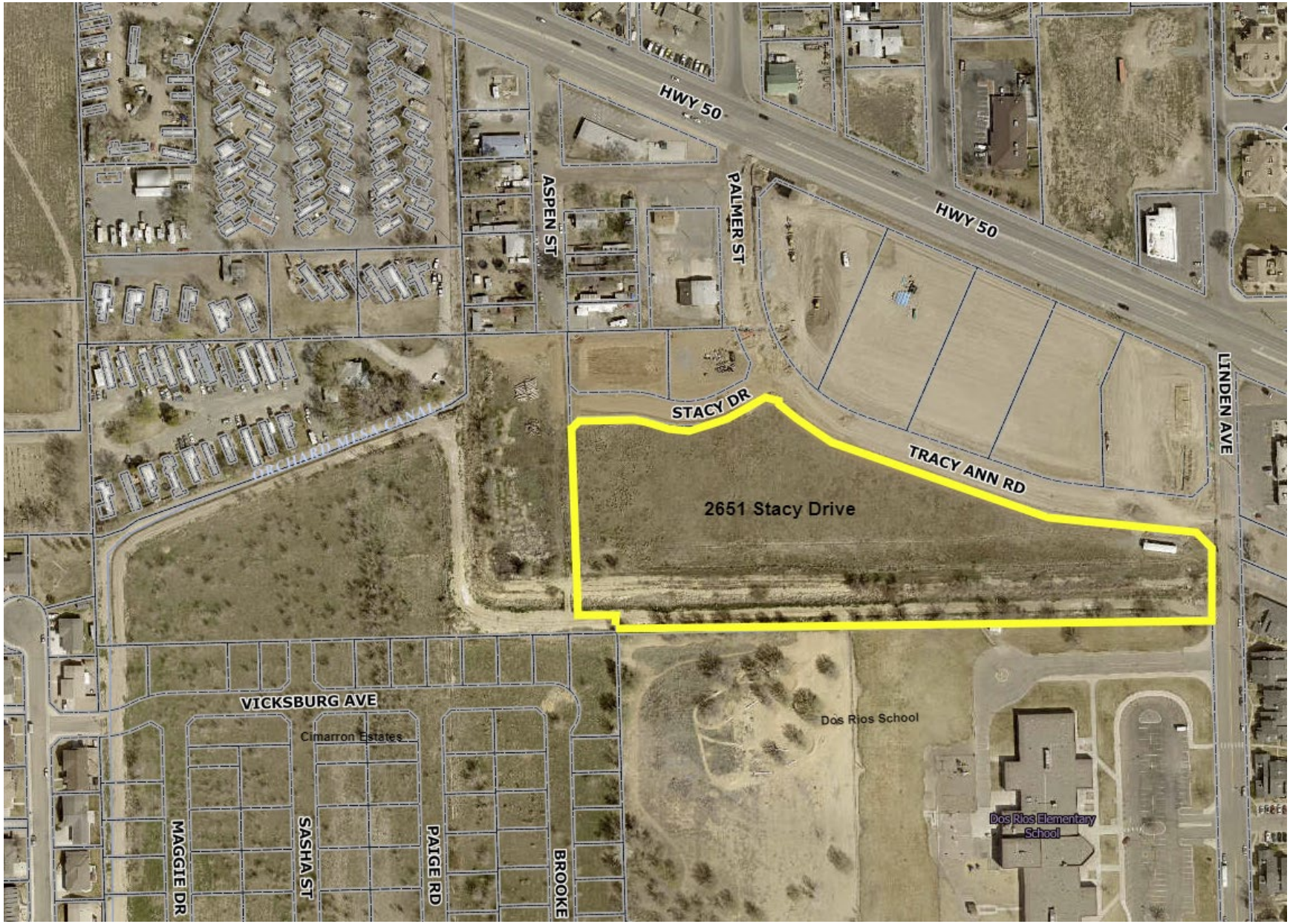
(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.
Applicant's Response: The proposed development plans are to build affordable housing units.

E. Development Schedule and Phasing - TBD

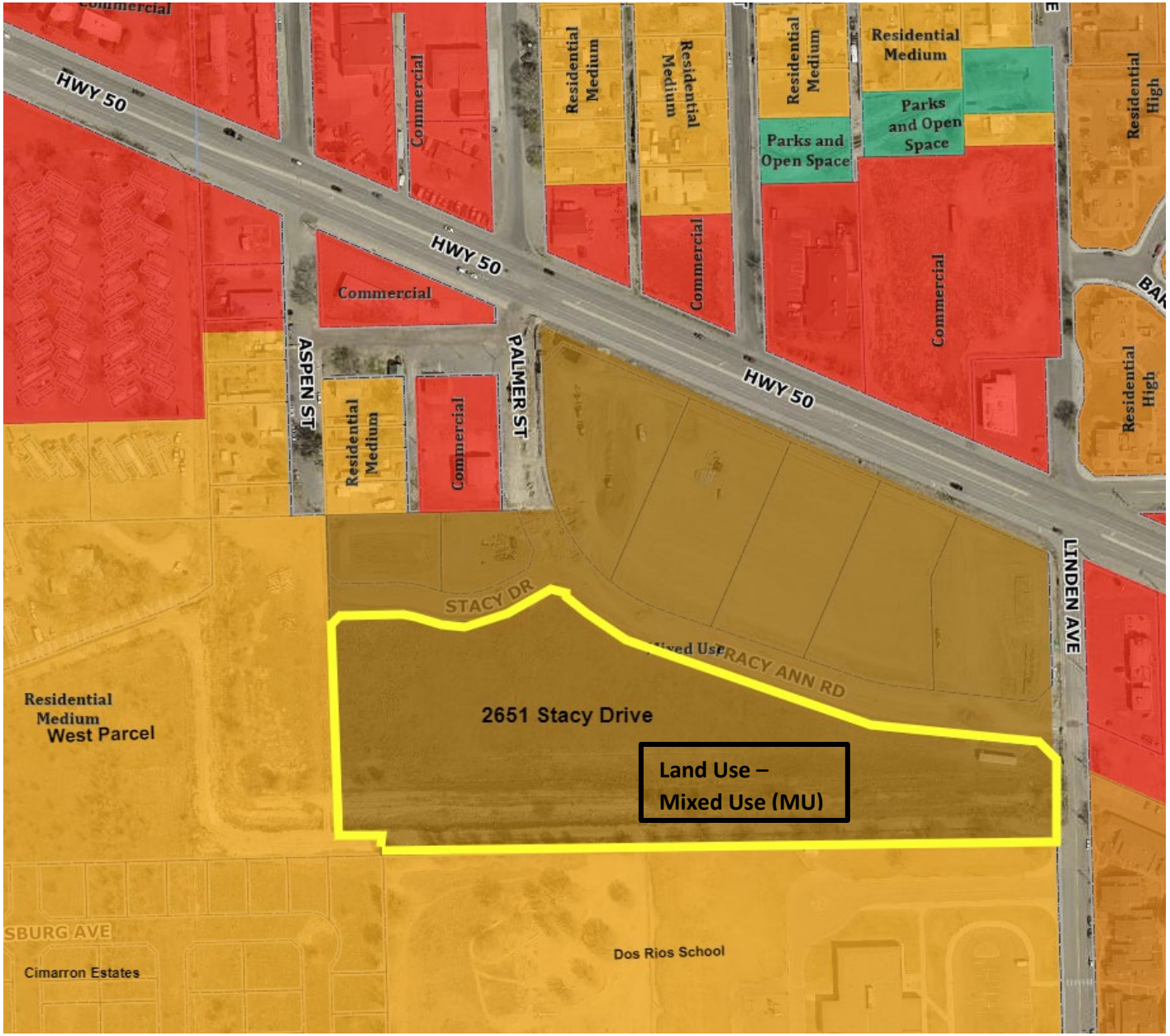
Site Vicinity Map – Aspire Residential Rezone – (Ken Co LLC)



Site Location Map

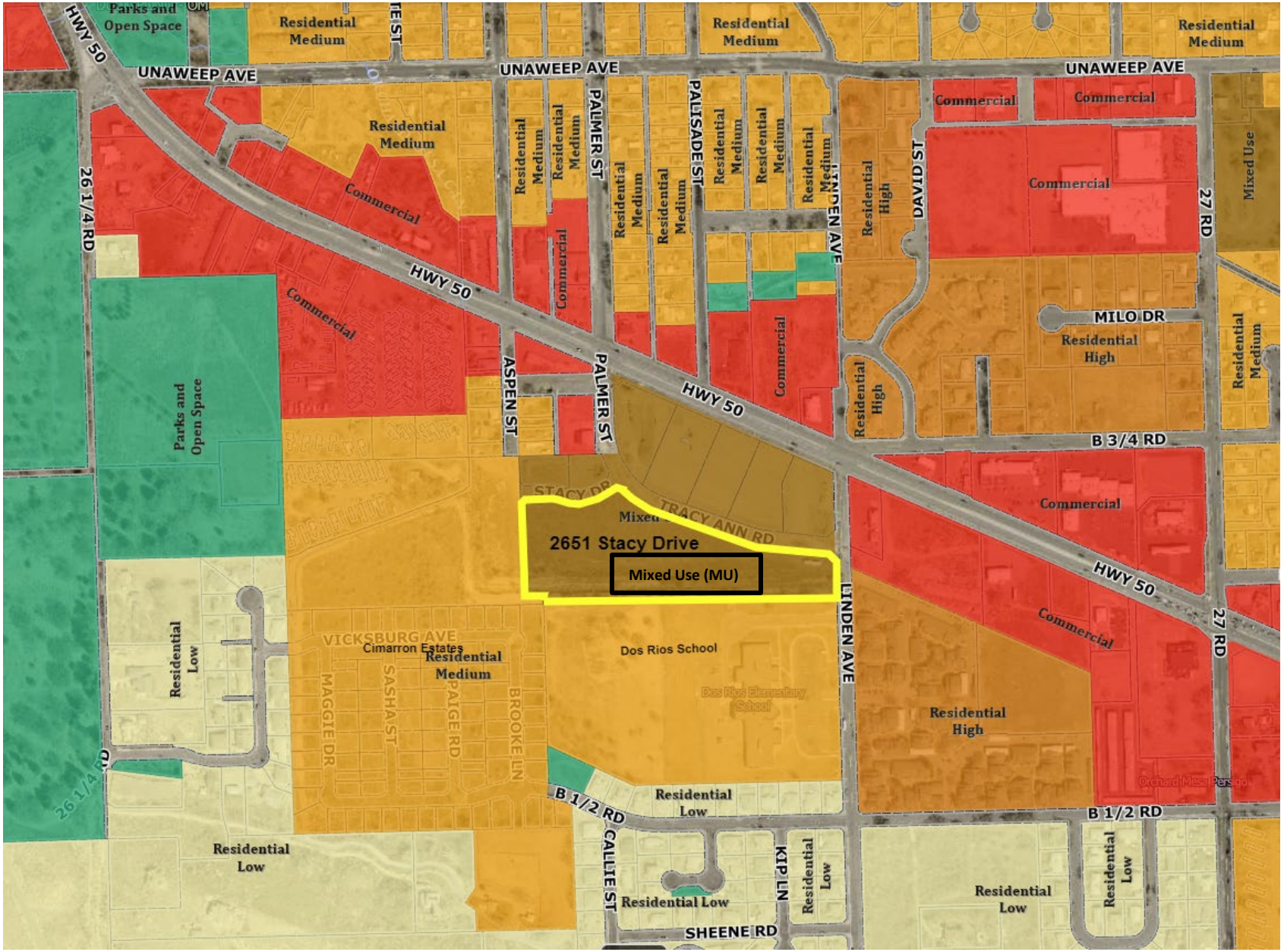


Land Use Map

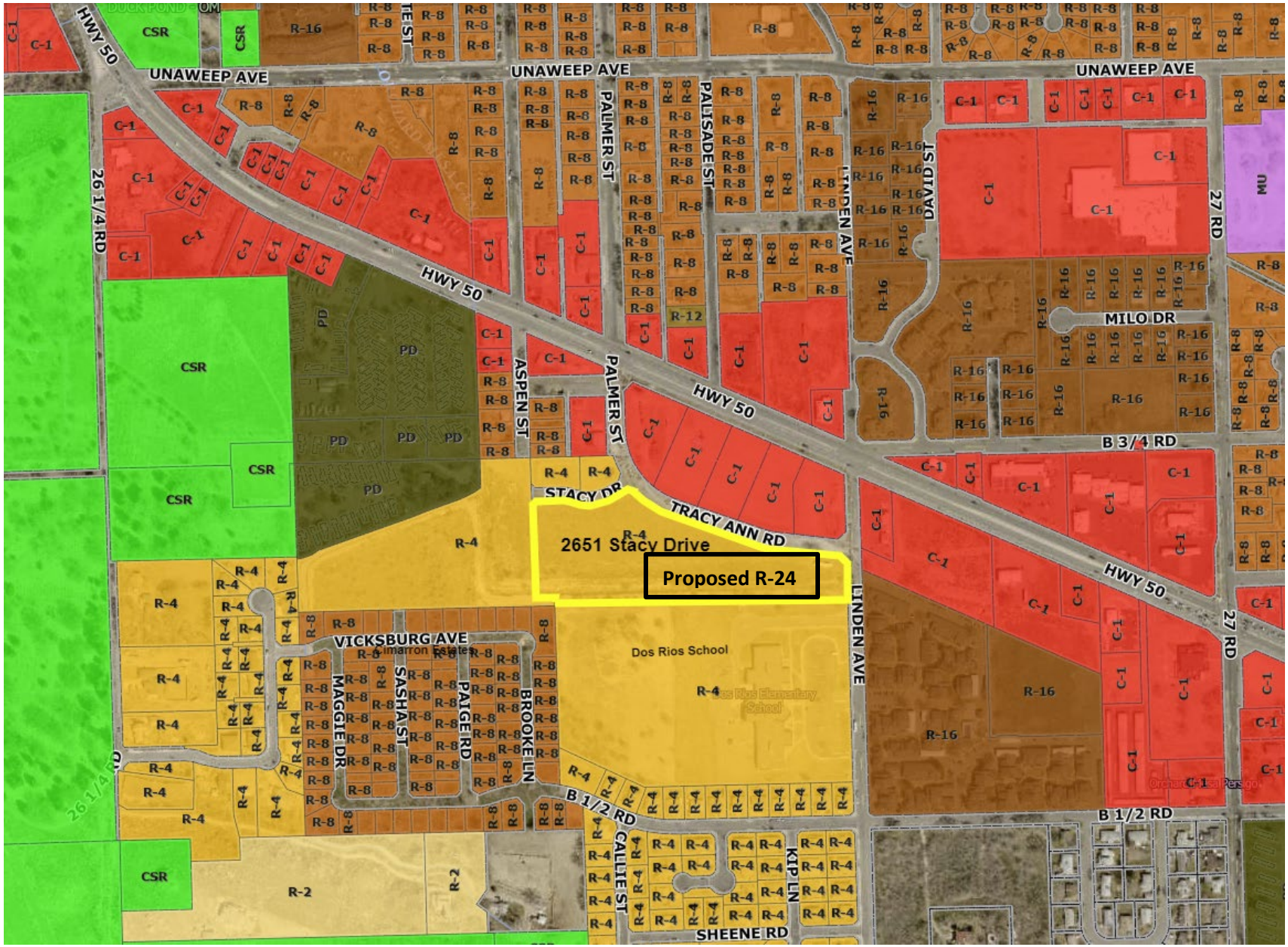

HWY 50
HWY 50
HWY 50
Commercial
Commercial
Residential Medium
Residential Medium
Residential Medium
Residential Medium
Parks and Open Space
Parks and Open Space
Commercial
Commercial
Residential High
Residential High
ASPEN ST
PALMER ST
Residential Medium
Commercial
STACY DR
LINDEN AVE
RACY ANN RD
Residential Medium West Parcel
2651 Stacy Drive
Land Use – Mixed Use (MU)
SBURG AVE
Cimarron Estates
Dos Rios School

Land Use Map

Larger View



Zoning Map


2651 Stacy Drive
Proposed R-24
HWY 50
UNAWEEP AVE
26 1/4 RD
PALMER ST
PALISADE ST
LINDEN AVE
DAVID ST
27 RD
MILO DR
ASPEN ST
STACY DR
TRACY ANN RD
B 3/4 RD
VICKSBURG AVE
MAGGIE DR
SASHA ST
PAIGE RD
BROOKE LN
Dos Rios School
B 1/2 RD
CALLIE ST
KIP LN
SHEENE RD
CSR
PD
MU
R-2
R-4
R-8
R-12
R-16
C-1



2651 Stacy Drive Property

Photo of the site, looking west from Linden Avenue



2651 Stacy Drive Property

Photo of the site, looking south-southeast from Stacy Drive

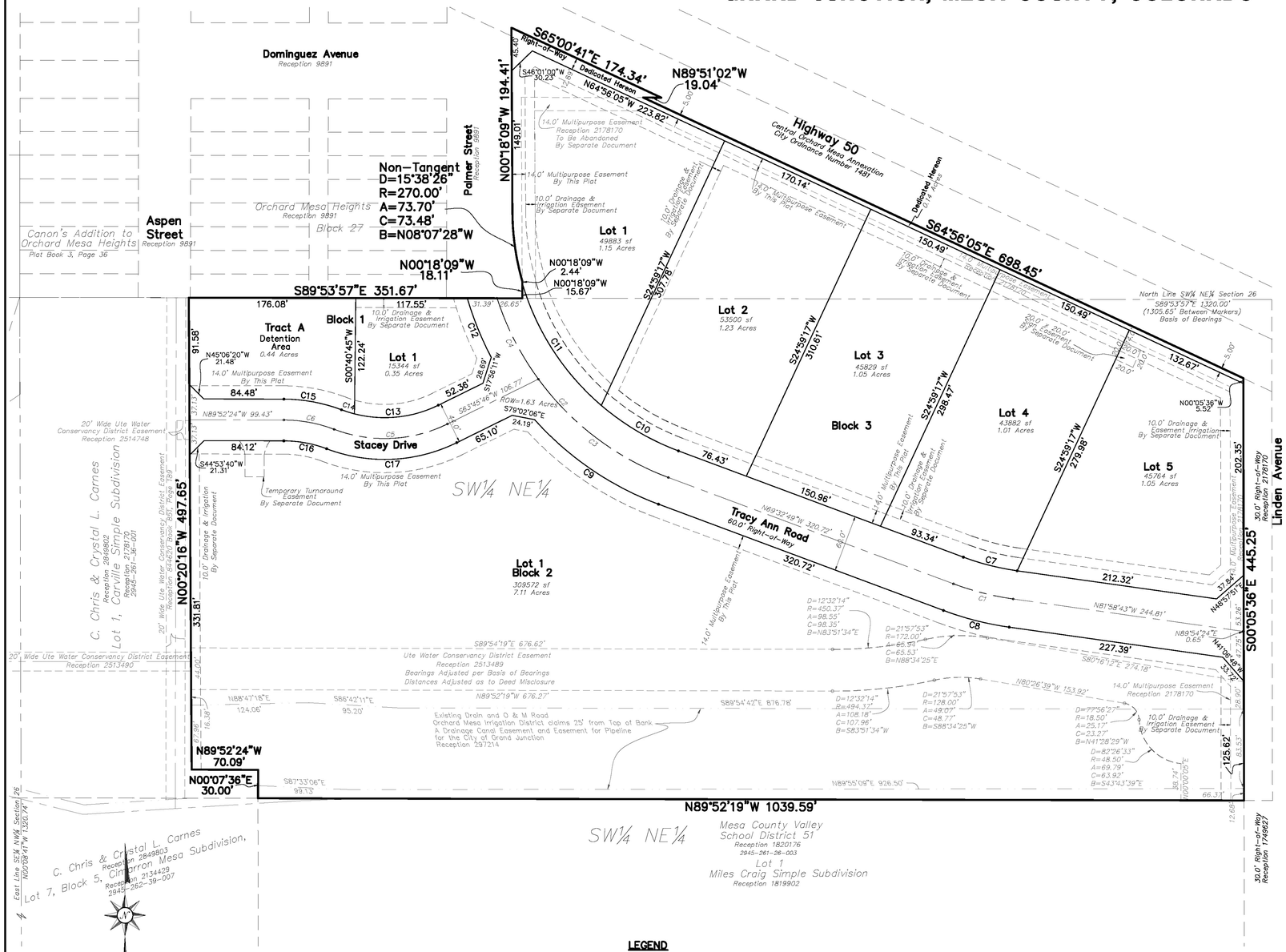


2651 Stacy Drive

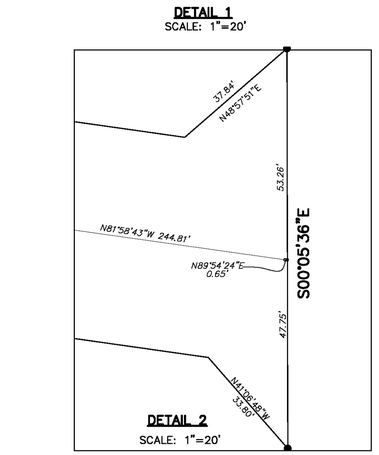
View look east from west edge of property

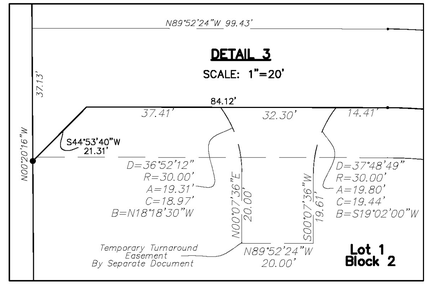
TRACYS VILLAGE SUBDIVISION

OF A PARCEL LOCATED IN
NE1/4 OF SECTION 26
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
LOT 2, CARVILLE SIMPLE SUBDIVISION, RECEPTION 2178170
AND RIGHT-OF-WAY VACATION, RECEPTION 2418646
GRAND JUNCTION, MESA COUNTY, COLORADO



SCALE: 1"=60'
0 30 60 120





Curve	Delta	Radius	Arc	CH	CH Bearing
C1	12°25'54"	300.00'	65.09'	64.96'	N75°45'46"W
C2	51°40'43"	300.00'	270.59'	261.51'	N43°42'28"W
C3	33°18'35"	300.00'	174.41'	171.96'	S52°53'32"E
C4	18°22'08"	300.00'	96.18'	95.77'	N27°03'10"W
C5	47°03'31"	150.00'	123.20'	119.77'	S87°17'31"W
C6	20°41'41"	150.00'	54.18'	53.88'	N79°31'34"W
C7	12°25'54"	270.00'	58.58'	58.47'	N75°45'46"W
C8	12°25'54"	330.00'	71.60'	71.46'	N75°45'46"W
C9	27°42'52"	330.00'	159.62'	158.07'	N55°41'23"W
C10	20°08'07"	270.00'	94.88'	94.40'	N59°28'46"W
C11	32°58'10"	270.00'	155.37'	153.23'	N32°55'38"W
C12	11°42'11"	330.00'	67.41'	67.29'	N22°02'18"W
C13	40°38'57"	128.00'	90.81'	88.92'	S84°05'14"W
C14	06°24'34"	128.00'	14.32'	14.31'	N72°23'00"W
C15	20°41'41"	172.00'	62.13'	61.79'	N79°31'34"W
C16	20°41'41"	128.00'	46.23'	45.98'	N79°31'34"W
C17	47°03'31"	172.00'	141.27'	137.33'	N87°17'31"E

AREA SUMMARY

LOTS	=	12.93 Acres	85.40%
TRACT A	=	0.44 Acres	2.91%
ROAD ROW	=	1.77 Acres	11.69%
TOTAL	=	15.14 Acres	100.00%

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- SET 2" ALUMINUM CAP ON 30" No. 5 REBAR, PLS 24953 PER CRS-38-51-105, IN CONCRETE
- FOUND EVIDENCE, AS NOTED
- PK NAIL, SET IN PAVING

DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105

- D DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- NAD 83 NORTH AMERICAN DATUM 1983
- C CHORD DISTANCE OF ARC
- B CHORD BEARING OF ARC
- = EQUAL SYMBOL
- % PERCENT SYMBOL
- & AND SYMBOL
- 70 INTERSTATE HIGHWAY SYMBOL
- 50 STATE HIGHWAY SYMBOL
- US UNITED STATES
- NTS NOT TO SCALE
- CRS COLORADO REVISED STATUTES
-]ss SCILICET, USED IN LEGAL DOCUMENTS (LATIN – ONE HALF)
- NAVD 88 NORTH AMERICAN VERTICAL DATUM 1988
- CALCULATED POSITION OF POINT OF CURVATURE OR POINT OF TANGENCY
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- L.L.C. LIMITED LIABILITY COMPANY
- A.D. ANNO DOMINI
- ± MORE OR LESS
- ° DEGREES (ANGULAR)
- ' MINUTES (ANGULAR) OR FEET (LINEAR)
- " SECONDS (ANGULAR) OR INCHES (LINEAR)
- MCSM MESA COUNTY SURVEY MARKER
- BLM BUREAU OF LAND MANAGEMENT
- ROW RIGHT-OF-WAY
- CDOT COLORADO DEPARTMENT OF TRANSPORTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- T TOWNSHIP
- R RADIUS OR RANGE (Context)
- MCGPS MESA COUNTY GLOBAL POSITIONING SYSTEM

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I, Jeffrey C. Fletcher, do hereby certify that the accompanying plat of TRACYS VILLAGE SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

Preliminary

Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

TRACYS VILLAGE SUBDIVISION
OF A PARCEL LOCATED IN
NE1/4 OF SECTION 26
T1S, R1W OF THE UTE MERIDIAN
LOT 2, CARVILLE SIMPLE SUBDIVISION
RECEPTION 2178170 AND
RIGHT_OF_WAY VACATION
RECEPTION 2418646
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 20-106	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: May, 2021	be	knr	jcf	2	2

RECEPTION#: 2882493, at 6/5/2019 3:41:03 PM, 1 of 2
Recording: $18.00, Doc Fee $125.00 Tina Peters, Mesa County, CO. CLERK AND RECORDER

Land Title

State Documentary Fee
Date: June 05, 2019
$125.00

Special Warranty Deed

(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on **June 5th, 2019** by **ALPINE BANK, A COLORADO CORPORATION** Grantor(s), of the County of **Garfield** and State of **Colorado** for the consideration of **($1,250,000.00) ***One Million Two Hundred Fifty Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to **KENCO, LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **607 25 RD SUITE 100, Grand Junction, CO 81505**, County of **Mesa**, and State of **Colorado**, the following real property in the County of **Mesa**, and State of Colorado, to wit:

LOT 2 OF CARVILLE SIMPLE SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **TBD HIGHWAY 50, GRAND JUNCTION, CO 81503**

with all its appurtenances and warrants the title to the same against all persons claiming under me, subject to the matters shown in the attached Exhibit A, which, by reference, is incorporated herein.

ALPINE BANK, A COLORADO CORPORATION

By: _____

CLAY TUFLY, AS PRESIDENT

State of **Colorado**)
)ss.
County of **MESA**)

The foregoing instrument was acknowledged before me on this day of **June 5th, 2019** by **CLAY TUFLY AS PRESIDENT OF ALPINE BANK, A COLORADO CORPORATION**

Witness my hand and official seal

My Commission expires: 2/5/22

_____
Notary Public

JENNIFER BROWNELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19994002418
My Commission Expires February 5, 2022

County of Mesa

When recorded return to: **KENCO, LLC, A COLORADO LIMITED LIABILITY COMPANY**
607 25 RD SUITE 100, Grand Junction, CO 81505

Exhibit A

1. GENERAL TAXES FOR THE YEAR OF CLOSING.

2. DISTRIBUTION UTILITY EASEMENTS (INCLUDING CABLE TV).

3. THOSE SPECIFICALLY DESCRIBED RIGHTS OF THIRD PARTIES NOT SHOWN BY THE PUBLIC RECORDS OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE AND WHICH WERE ACCEPTED BY GRANTEE IN ACCORDANCE WITH § 8.3 (OFF-RECORD TITLE) AND § 9 (NEW ILC OR NEW SURVEY) OF THE CONTRACT TO BUY AND SELL REAL ESTATE RELATING TO THE REAL PROPERTY CONVEYED BY THIS DEED.

4. INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT.

5. ANY SPECIAL ASSESSMENT IF THE IMPROVEMENTS WERE NOT INSTALLED AS OF THE DATE OF GRANTEE'S SIGNATURE TO THE CONTRACT TO BUY AND SELL REAL ESTATE RELATING TO THE REAL PROPERTY CONVEYED BY THIS DEED, WHETHER ASSESSED PRIOR TO OR AFTER CLOSING.

6. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDER OF INCLUSION, RE: THE INCLUSION OF LANDS WITHIN ORCHARD MESA SANITATION DISTRICT, RECORDED APRIL 10, 2008, IN BOOK 4642 AT PAGE 760 UNDER RECEPTION NO. 2433686.

7. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF GRANT OF EASEMENT, GRANTED TO UTE WATER CONSERVANCY DISTRICT, RECORDED NOVEMBER 20, 2009 IN BOOK 4944 AT PAGE 453.

LDG DEVELOPMENT

To: David Thornton, (AICP)
Principal Planner
City of Grand Junction
250 N. 5th Street
970-244-1450

From: Brian Dougherty
Development Manager
LDG Development, LLC
3141 Walnut St., Suite 203B
Denver, Colorado 80205

Subject: Neighborhood meeting rezoning summary

Date: 10.20.2023

Neighborhood Meeting: Stacy Drive and adjoining parcel rezoning (7.11 acres East site / and 6.78 acres West site) located at 2651 Stacy Drive, Grand Junction, CO 81503.

Date: October 11, 2023 – 5:30 p.m.

Summary: A virtual public meeting was conducted. The applicant representative commenced the virtual meeting precisely at 5:30 p.m. No public participants dialed in to voice any opposition, concern, or support. The meeting line was kept open until 5:45 p.m.

Applicant Representative:
- Brian Dougherty, LDG Development
- Mark Austin, Austin Civil Group

Town Representative:
- David Thorton, City of Grand Junction

Public Participants:
- None

Sincerely,

Brian Dougherty
Development Manager

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

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

(b) 2651 Stacy Drive, Grand Junction, CO 81503

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

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

◉ My legal authority to bind the Entity both financially and concerning this property is unlimited.

○ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

◉ The Entity is the sole owner of the property.

○ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone to R-24

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

(e) N/A

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

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

Signature of Entity representative: Ken B

Printed name of person signing: Ken W. Basinger

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 28th day of August, 2023

by Ken W. Basinger, as Manager of Kenco LLC

Witness my hand and seal.

My Notary Commission expires on 05·25·2026

REBECKA TEMMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20064020445
My Commission Expires May 25, 2026

County of Mesa

Notary Public Signature

RECEPTION#: 2983040, at 5/27/2021 11:03:48 AM, 1 of 1
Recording: $13.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named **KenCo, LLC,** and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a limited liability company.

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

4. The mailing address for the entity is 607 25 Road, Suite 100, Grand Junction, Colorado 81505.

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity are: Ken W. Basinger, Member.

6. The authority of the foregoing person to bind the entity is not limited.

7. Other matters concerning the manner in which the entity deals with interests in real property: NONE.

Executed this 26 day of May, 2021.

KENCO, LLC,
a Colorado limited liability company

By: Ken W. Basinger
Ken W. Basinger, Member

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 26 day of May, 2021, by Ken W. Basinger s Member of KenCo, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 02/16/2025

YOLANDA CROWN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20134004496
MY COMMISSION EXPIRES FEB 16, 2025

Yolanda Crown
Notary Public

TRACYS VILLAGE SUBDIVISION
OF A PARCEL LOCATED IN
NE1/4 OF SECTION 26
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
LOT 2, CARVILLE SIMPLE SUBDIVISION, RECEPTION 2178170
AND RIGHT-OF-WAY VACATION, RECEPTION 2418646
GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That KENCO, LLC, a Colorado limited liability company, is the owner of those properties located in the Northeast Quarter (NE¼) of Section 26, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:
(Original Warranty Deeds: Reception 2882493)

Lot 2, CARVILLE SIMPLE SUBDIVISION, as shown on plat recorded at Reception 2178170, Mesa County records, containing 14.97 Acres.

AND that right-of-way as vacated at City of Grand Junction Ordinance 4161 and recorded at Reception 2418646 and being more particularly described as follows:

COMMENCING at the Northeast corner of said SW¼ NE¼, Section 26, whence the Northwest corner of said SW¼ NE¼, Section 26 bears South 89°53'57" East, a distance of 1305.65 feet (as measured) for a basis of bearings, with all bearings contained herein relative thereto; thence South 19°49'16" West, a distance of 88.08 feet to the Northeast corner of said Lot 2, CARVILLE SIMPLE SUBDIVISION; thence North 64°56'05" West, a distance of 698.45 feet, along the Northeasterly line of said Lot 2; thence North 89°51'02" West, a distance of 128.59 feet, along the most Northerly line of said Lot 2 to the POINT OF BEGINNING; thence South 00°18'09" East, a distance of 193.88 feet, along the most Northerly West line of said Lot 2, CARVILLE SIMPLE SUBDIVISION; thence with a non-tangent curve turning to the right having a delta angle of 15°38'26", a radius of 270.00 feet, an arc length of 73.70 feet, and a chord length of 73.48 feet, with a chord bearing of North 08°07'28" West; thence North 00°18'09" West, a distance of 194.41 feet; thence South 65°00'41" East, a distance of 174.34 feet; thence North 89°51'02" West, a distance of 147.63 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.17 Acres, as herein described, being an overall area of 15.14 Acres for both parcels.

That said owners have by these presents laid out, platted, and subdivided the above described real property into lots, blocks, and tracts, as shown hereon, and designated the same as TRACYS VILLAGE SUBDIVISION, a subdivision in the City of Grand Junction, Colorado, and hereby offers the following dedications and grants:

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

Tract A is dedicated to the Homeowners Association by separate document as a perpetual easement for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenants thereto. The City of Grand Junction is dedicated reasonable ingress/egress access to the drainage/detention easement areas. The owner(s) and/or the property owners' association, if one exists, is not relieved of its responsibility to inspect, install, operate, maintain, and repair the detention and drainage facilities.

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

All Irrigation and Drainage Easements are granted to the Homeowners Association by separate document as perpetual easements for the inspection, installation, operation, maintenance and repair of irrigation facilities, detention and drainage facilities and appurtenants thereto. The City of Grand Junction is dedicated reasonable ingress/egress access to the drainage/detention easement areas. The owner(s) and/or the property owners' association, if one exists, is not relieved of its responsibility to inspect, install, operate, maintain, and repair the irrigation, detention and drainage facilities.

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

Owners hereby declare all lienholders of record to herein described real property are shown hereon.

IN WITNESS WHEREOF, said owner, _____, has caused their name to be hereunto subscribed this _____ day of _____,A.D. 20___.

by: _____ title: _____
for: KENCO, LLC, a Colorado limited liability company

NOTARY PUBLIC'S CERTIFICATE

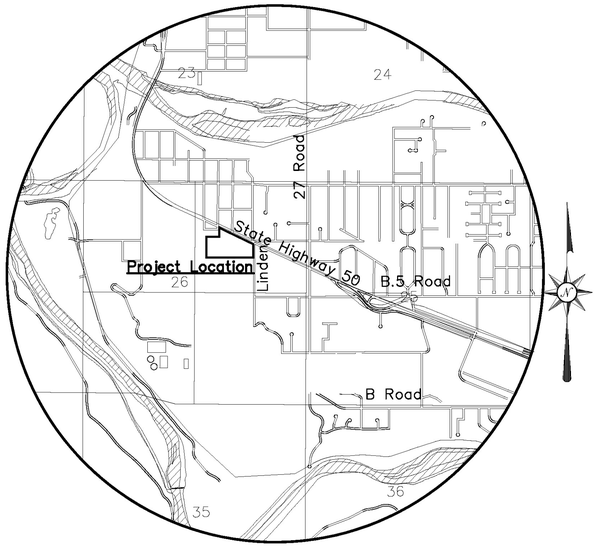
STATE OF COLORADO }
COUNTY OF MESA } ss

The foregoing instrument was acknowledged before me by _____, title: _____

for KENCO, LLC, a Colorado limited liability company this_____ day of _____, A.D., 20___.
Witness my hand and official seal:

_____
Notary Public

My Commission Expires _____



VICINITY MAP
NOT TO SCALE

LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED, hereby certifies that it is a holder of a security interest upon the property described hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof, and agree that its' security interest, as shown in document recorded at Reception Number _____, public records of Mesa County, Colorado, shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____, with the authority of its Board of Directors, this _____ day of _____, 20___.

By: _____ (title) _____

For: _____

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO }
COUNTY OF MESA } ss

The foregoing instrument was acknowledged before me by _____, (title) _____ for _____ this _____ day of _____, A.D., 20___.

Witness my hand and official seal:

_____
Notary Public

My Commission Expires _____

GENERAL NOTES

Easement and Title Information provided by Land Title Guarantee Company per Old Republic National Title Service, Policy No. OX65038605.1347865, dated June 5, 2019.

Basis of bearings is the North line of SW¼ NE¼ Section 26 which bears South 89°53'57" East, a distance of 1305.65 feet (as measured), established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plat.

All lineal units shown hereon in U.S. Survey feet.

TITLE CERTIFICATION

STATE OF COLORADO }
COUNTY OF MESA } ss

We, _____, a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to _____; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: _____ by: _____ Name And Title

for: _____ Name Of Title Company

FOR CITY USE ONLY

Associated Recorded Documents

Reception	Type
_____	Declaration of Covenants and Restrictions
_____	Tract A to the Homeowner's Association
_____	All Irrigation and Drainage Easements to the Homeowner's Association
_____	20.0' x 20.0' Sign Easement to Homeowner's Association
_____	Temporary Turnaround Easement to the City of Grand Junction for Fire Services usage

CITY OF GRAND JUNCTION APPROVAL

This plat of TRACYS VILLAGE SUBDIVISION, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this _____ day of _____,A.D., 20___.

City Manager_____

Mayor _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF MESA } ss

I hereby certify that this instrument was filed in my office at _____ o'clock _____M.,

_____, A.D., 20___, and was duly recorded in Reception No._____

Drawer No._____ Fees: _____

_____
Clerk and Recorder

By: _____
Deputy

LEGEND

⌖	ALIQUOT SURVEY MARKER, AS NOTED
●	SET 2" ALUMINUM CAP ON 30" No. 5 REBAR, PLS 24953 PER CRS-38-51-105, IN CONCRETE
⊡	FOUND EVIDENCE, AS NOTED
▲	PK NAIL, SET IN PAVING
DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105	
D	DELTA ANGLE OF ARC
R	RADIUS OF ARC
L	LENGTH OF ARC
NAD 83	NORTH AMERICAN DATUM 1983
C	CHORD DISTANCE OF ARC
B	CHORD BEARING OF ARC
=	EQUAL SYMBOL
%	PERCENT SYMBOL
&	AND SYMBOL
50	INTERSTATE HIGHWAY SYMBOL
50	STATE HIGHWAY SYMBOL
US	UNITED STATES
NTS	NOT TO SCALE
CRS	COLORADO REVISED STATUTES
∫ss	SOLICET, USED IN LEGAL DOCUMENTS (LATIN – ONE HALF)
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
⊸	CALCULATED POSITION OF POINT OF CURVATURE OR POINT OF TANGENCY
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
L.L.C.	LIMITED LIABILITY COMPANY
A.D.	ANNO DOMINI
±	MORE OR LESS
°	DEGREES (ANGULAR)
'	MINUTES (ANGULAR) OR FEET (LINEAR)
"	SECONDS (ANGULAR) OR INCHES (LINEAR)
MCSM	MESA COUNTY SURVEY MARKER
BLM	BUREAU OF LAND MANAGEMENT
ROW	RIGHT-OF-WAY
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
T	TOWNSHIP
R	RADIUS OR RANGE (Context)
MCGPS	MESA COUNTY GLOBAL POSITIONING SYSTEM

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I, Jeffrey C. Fletcher, do hereby certify that the accompanying plat of TRACYS VILLAGE SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

Preliminary

Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

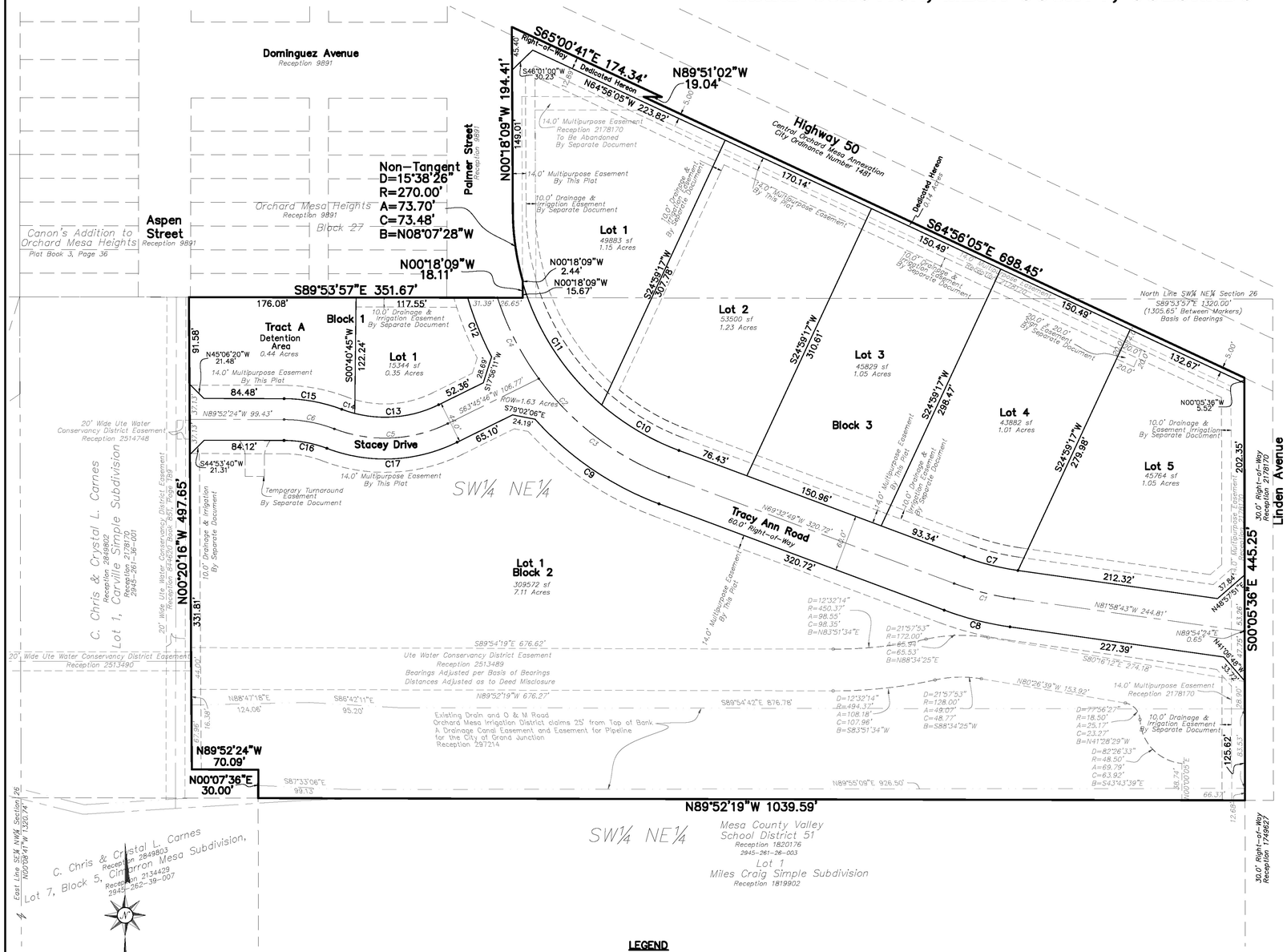
TRACYS VILLAGE SUBDIVISION
OF A PARCEL LOCATED IN
NE1/4 OF SECTION 26
T1S, R1W OF THE UTE MERIDIAN
LOT 2, CARVILLE SIMPLE SUBDIVISION
RECEPTION 2178170 AND
RIGHT_OF_WAY VACATION
RECEPTION 2418646
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

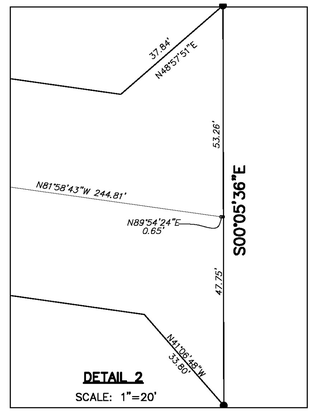
PROJ. NO. 20-106	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: May, 2021	be	knr	jcf	1	2

TRACYS VILLAGE SUBDIVISION

OF A PARCEL LOCATED IN
NE1/4 OF SECTION 26
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
LOT 2, CARVILLE SIMPLE SUBDIVISION, RECEPTION 2178170
AND RIGHT-OF-WAY VACATION, RECEPTION 2418646
GRAND JUNCTION, MESA COUNTY, COLORADO

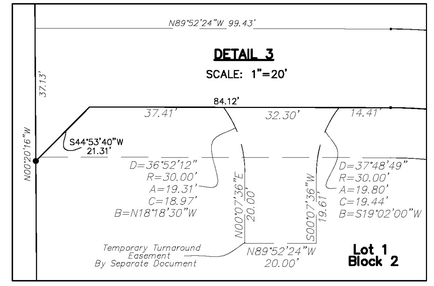


DETAIL 1
SCALE: 1"=20'



DETAIL 2
SCALE: 1"=20'

DETAIL 3
SCALE: 1"=20'



Curve	Delta	Radius	Arc	CH	CH Bearing
C1	12°25'54"	300.00'	65.09'	64.96'	N75°45'46"W
C2	51°40'43"	300.00'	270.59'	261.51'	N43°42'28"W
C3	33°18'35"	300.00'	174.41'	171.96'	S52°53'32"E
C4	18°22'08"	300.00'	96.18'	95.77'	N27°03'10"W
C5	47°03'31"	150.00'	123.20'	119.77'	S87°17'31"W
C6	20°41'41"	150.00'	54.18'	53.88'	N79°31'34"W
C7	12°25'54"	270.00'	58.58'	58.47'	N75°45'46"W
C8	12°25'54"	330.00'	71.60'	71.46'	N75°45'46"W
C9	27°42'52"	330.00'	159.62'	158.07'	N55°41'23"W
C10	20°08'07"	270.00'	94.88'	94.40'	N59°28'46"W
C11	32°58'10"	270.00'	155.37'	153.23'	N32°55'38"W
C12	11°42'11"	330.00'	67.41'	67.29'	N22°02'18"W
C13	40°38'57"	128.00'	90.81'	88.92'	S84°05'14"W
C14	06°24'34"	128.00'	14.32'	14.31'	N72°23'00"W
C15	20°41'41"	172.00'	62.13'	61.79'	N79°31'34"W
C16	20°41'41"	128.00'	46.23'	45.98'	N79°31'34"W
C17	47°03'31"	172.00'	141.27'	137.33'	N87°17'31"E

AREA SUMMARY

LOTS	=	12.93 Acres	85.40%
TRACT A	=	0.44 Acres	2.91%
ROAD ROW	=	1.77 Acres	11.69%
TOTAL	=	15.14 Acres	100.00%

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- SET 2" ALUMINUM CAP ON 30" No. 5 REBAR, PLS 24953 PER CRS-38-51-105, IN CONCRETE
- FOUND EVIDENCE, AS NOTED
- PK NAIL, SET IN PAVING

DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105

- D DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- NAD 83 NORTH AMERICAN DATUM 1983
- C CHORD DISTANCE OF ARC
- B CHORD BEARING OF ARC
- = EQUAL SYMBOL
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- NTS NOT TO SCALE
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-]ss SCILICET, USED IN LEGAL DOCUMENTS (LATIN - ONE HALF)
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- CALCULATED POSITION OF POINT OF CURVATURE OR POINT OF TANGENCY
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- L.L.C. LIMITED LIABILITY COMPANY
- A.D. ANNO DOMINI
- ± MORE OR LESS
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- MCSM MESA COUNTY SURVEY MARKER
- BLM BUREAU OF LAND MANAGEMENT
- ROW RIGHT-OF-WAY
- CDOT COLORADO DEPARTMENT OF TRANSPORTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- T TOWNSHIP
- R RADIUS OR RANGE (Context)
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I, Jeffrey C. Fletcher, do hereby certify that the accompanying plat of TRACYS VILLAGE SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

Preliminary

Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

TRACYS VILLAGE SUBDIVISION
OF A PARCEL LOCATED IN
NE1/4 OF SECTION 26
T1S, R1W OF THE UTE MERIDIAN
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RECEPTION 2178170 AND
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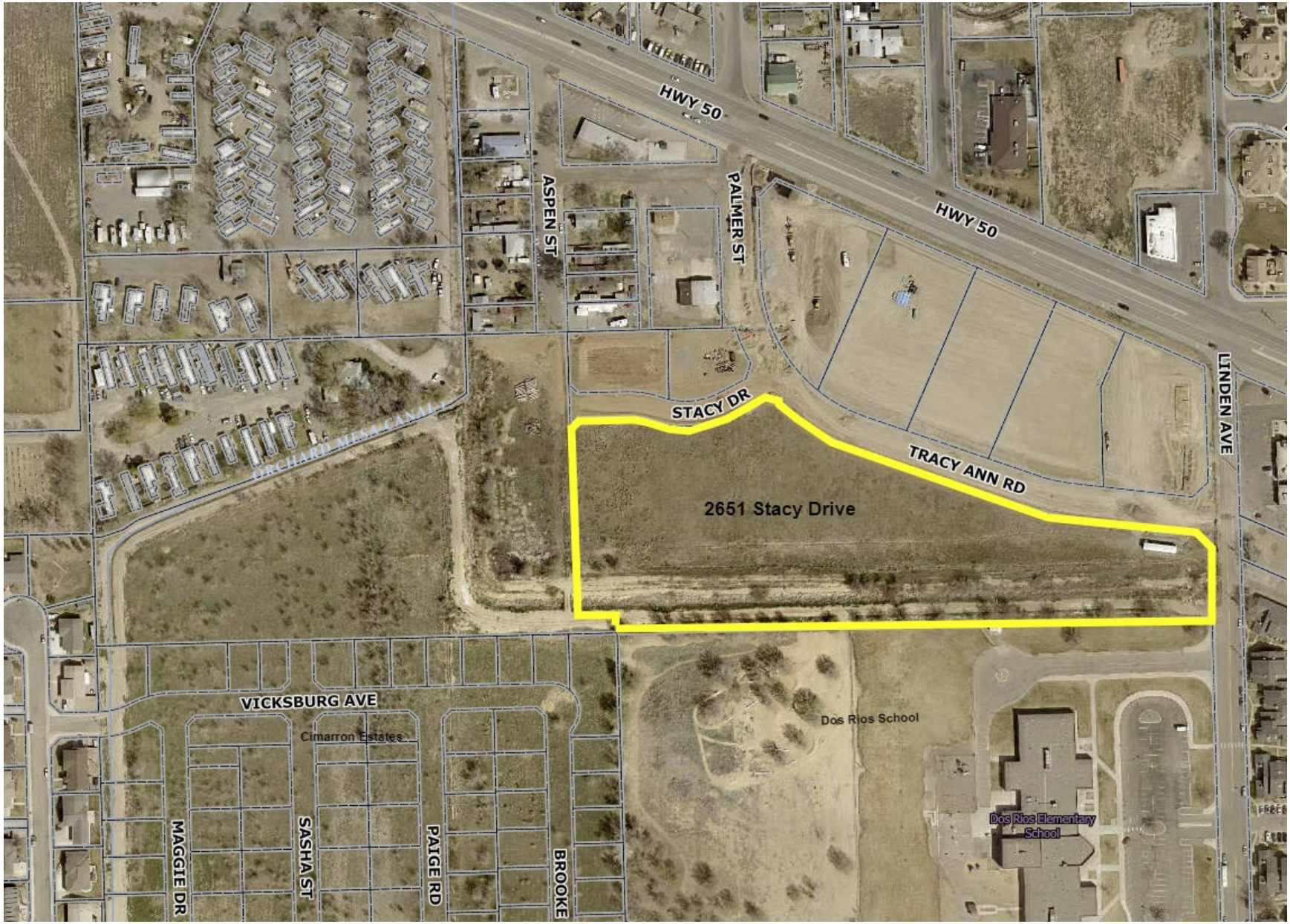
High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 20-106	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: May, 2021	be	knr	jcf	2	2

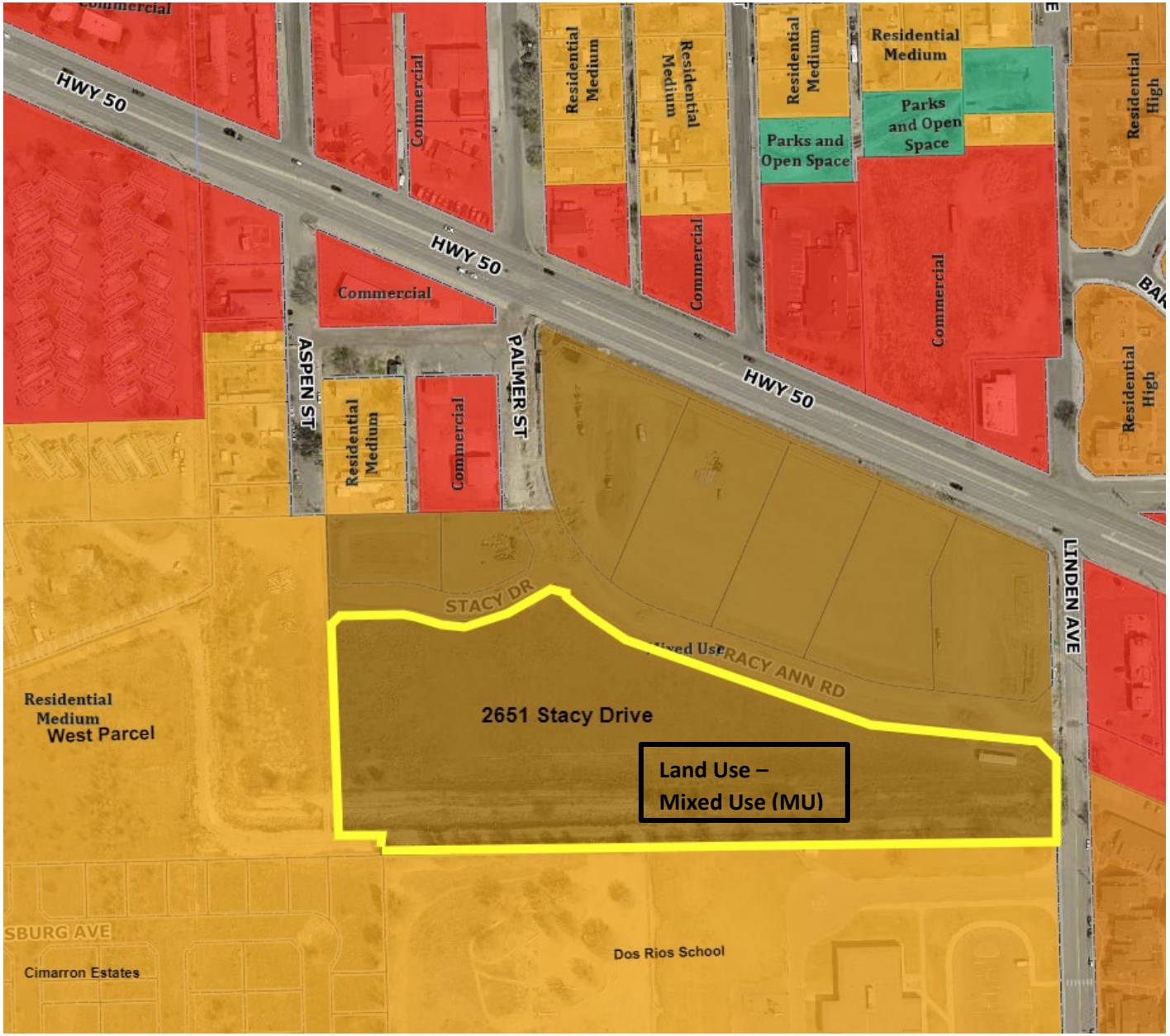
Site Vicinity Map – Aspire Residential Rezone – (Ken Co LLC)



Site Location Map

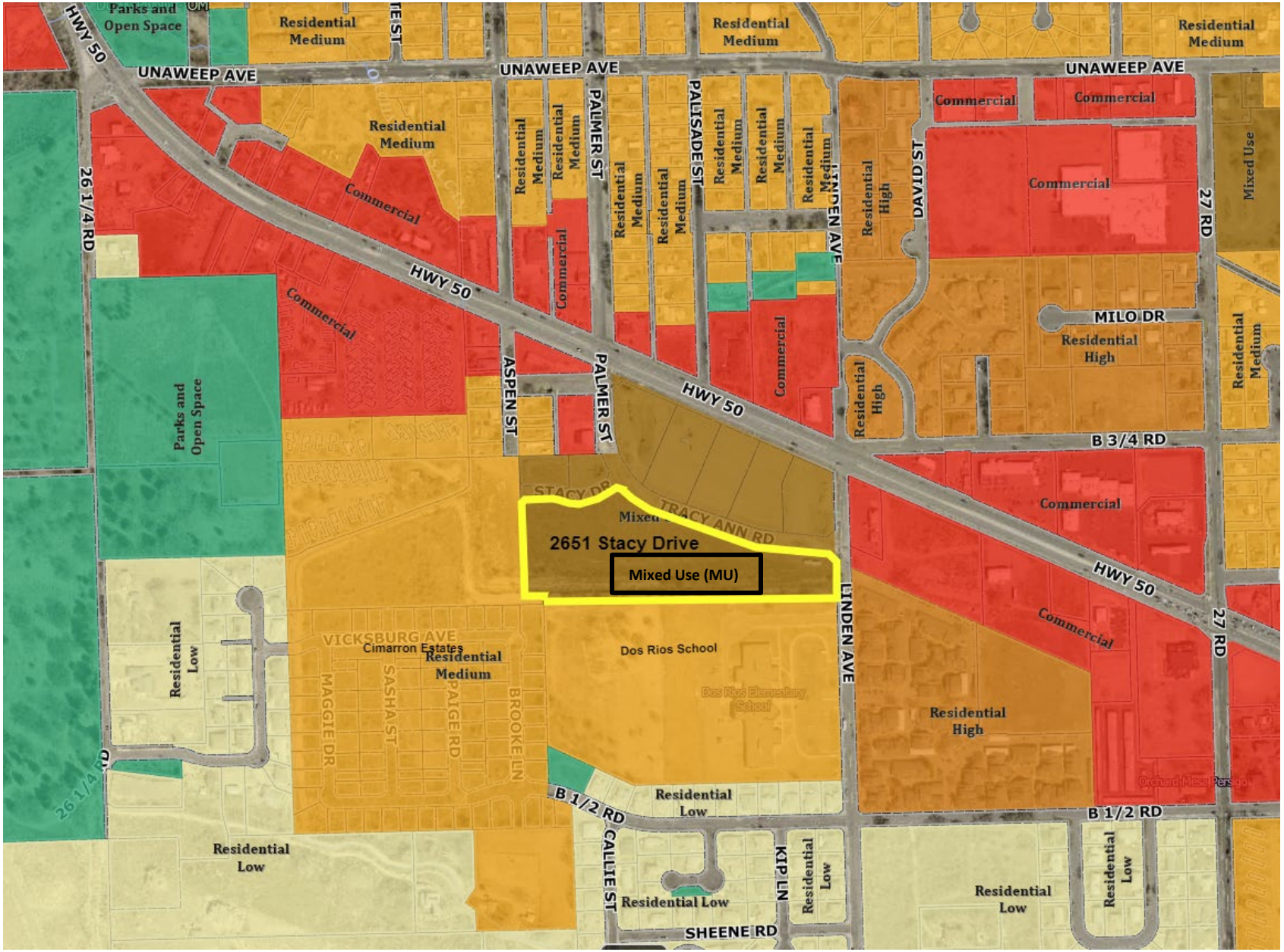


Land Use Map

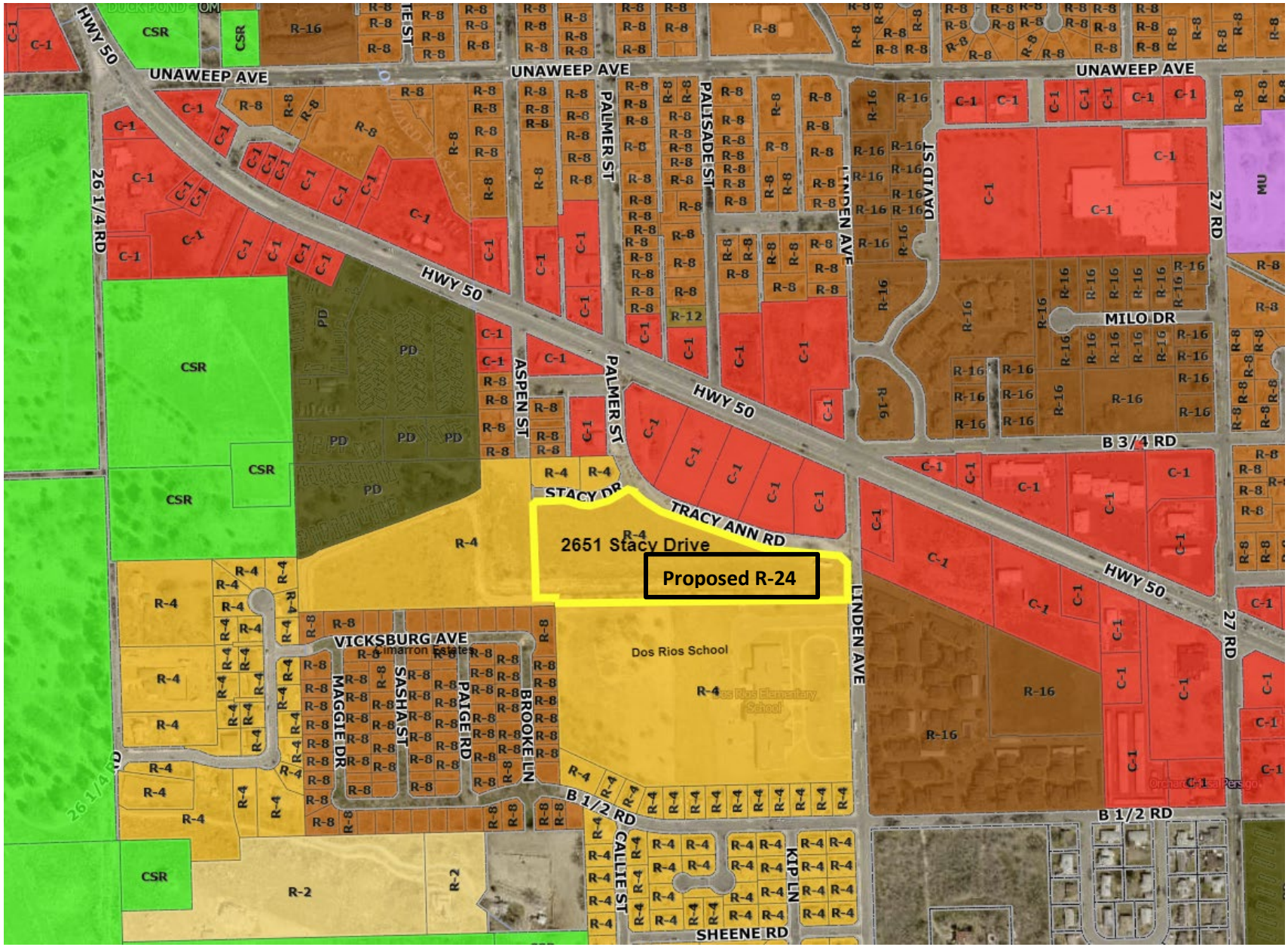

HWY 50
HWY 50
HWY 50
Commercial
Commercial
Residential Medium
Residential Medium
Residential Medium
Residential Medium
Parks and Open Space
Parks and Open Space
Commercial
Commercial
Residential High
Residential High
ASPEN ST
PALMER ST
Residential Medium
Commercial
STACY DR
LINDEN AVE
RACY ANN RD
Residential Medium West Parcel
2651 Stacy Drive
Land Use – Mixed Use (MU)
SBURG AVE
Cimarron Estates
Dos Rios School

Land Use Map

Larger View



Zoning Map


2651 Stacy Drive
Proposed R-24
HWY 50
UNAWEEP AVE
26 1/4 RD
PALMER ST
PALISADE ST
LINDEN AVE
DAVID ST
27 RD
MILO DR
ASPEN ST
STACY DR
TRACY ANN RD
B 3/4 RD
VICKSBURG AVE
MAGGIE DR
SASHA ST
PAIGE RD
BROOKE LN
Dos Rios School
B 1/2 RD
CALLIE ST
KIP LN
SHEENE RD
CSR
PD
MU
R-2
R-4
R-8
R-12
R-16
C-1



2651 Stacy Drive Property

Photo of the site, looking west from Linden Avenue



2651 Stacy Drive Property

Photo of the site, looking south-southeast from Stacy Drive



2651 Stacy Drive

View look east from west edge of property

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Wednesday, January 17, 2024 1:07 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: Aspire Residential Rezone

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

The following comment has been submitted for Aspire Residential Rezone by Ross Transmeier:

This would bring 350 more cars to this area. Most would be forced to Highway 50 and make a left to downtown. This is very dangerous. I do this every day, I call it threading the needle. You should require a connection from Stracy Drive to 26 1/4 road which leads to a traffic light at Unaweep and Highway 50. The only way out now is to get to a traffic light is B 1/2 , a narrow dangerous road going past high-density apartments and a school. This request is for very high density. They should solve the traffic they would create.

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

GRAND JUNCTION PLANNING COMMISSION
January 23, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Shanon Secrest, Ken Scissors, Keith Ehlers, and Kim Herek (virtual).

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dani Acosta Stine (Senior Planner), Dave Thornton (Principal Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 54 members of the public in attendance, and 2 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 9, 2024.

REGULAR AGENDA

1. **Riverfront at Dos Rios ODP** **PLD-2023-581**
   Consider a request by DR Land LLC, DR Townhomes LLC, Buena Vida HQ, LLC, and the City of Grand Junction to amend the Planned Development Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

Staff Presentation
Dani Acosta Stine, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Tess Williams with May Riegler provided a brief update on the status of the development and were available to answer questions.

Questions for staff

Commissioner Ehlers confirmed that the applicant was on board with the proposed amendments to the PD ordinance.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

DRAFT

There were no public comments.

The public comment period was closed at 5:58 p.m. on January 23, 2024.

Discussion

Motion and Vote

Commissioner Scissors made the following motion “Chairman, on the request for the amendment to the Planned Development zone district and Outline Development Plan (ODP) for Riverfront at Dos Rios Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue, City file number PLD-2023-581, 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 Secrest seconded; motion passed 6-0.

2. Aspire Residential Rezone RZN-2024-12

Consider a request by Ken Co LLC to rezone 7.102 acres from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac).

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Commissioner Ehlers asked if this development would require a traffic study to be completed.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:12 p.m. on January 23, 2024.

Discussion

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the Rezone requests for a 7.11 acre rezone from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac) located at 2651 Stacy Drive, a request by the owner Ken Co LLC and applicant Aspire Residential, City file number RZN-2024-12, 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.”

DRAFT

Commissioner Ehlers seconded; motion passed 6-0.

3. Vista 5 LLP Rezone RZN-2023-555

Consider a request by Vista 5, LLP to rezone 17.37 acres from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) located at 2428 H Road.

Commissioner Secrest addressed the public requests for his recusal from this item.
The other Commissioners stated they had no concerns over Commissioner Secrest hearing the item.

Staff Presentation

Niki Galehouse, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Nate Porter, owner of the parcel, provided some quotes by City Council members in support of development of affordable housing.

Ivan Geer with River City Consulting provided a presentation on the request and was available for questions.

Questions for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

Bob Fuoco stated that in 2019, City Council zoned the parcel to R-1. He noted that the subject property is completely surrounded by Mesa County and is not contiguous with the Persigo district. He argued that this rezone would reduce available stock for low density development. He commented that the area is unsafe for pedestrian and bicycle traffic.

Donna Aubert raised concerns about the increased strain on Appleton Elementary School.

Jim Marshall spoke on the approval criteria for the rezone and gave his reasoning for disagreeing with City staff's findings.

Meryl Wyatt stated that affordable housing is not as beneficial in the long term as attainable housing. He stated that Grand Junction needs to build more housing at all densities.

Dan Komlo stated that all of the previous applications for this project had strong opposition from the neighboring residents. He stated that this rezone is inconsistent with the character of the area. He stated that there is a lack of safe pedestrian connections across I70.

Larry Tice stated his opposition to the increased density.

DRAFT

Christi Reece expressed her support for the rezone noting the communities need for higher density housing developments.

Shiloh White stated she was open to development of the parcel, but only at the R-1 density. She provided statistics on consumer preferences for housing. She noted that there are high density developments nearby, but that kind of development did not fit the character of this area. She argued that other boundaries already exist besides the Urban Development Boundary (UDB).

Pat Page noted that if all the parcels in the area developed as R-1, it would be a 1000% increase in the density of the area. He argued that this area had intrinsic value for the variety of housing options in Grand Junction.

Dave Zollner quoted one of the commissioners on their opinion of the development. He said that the UDB is not a good indicator for development and that proximity does not necessarily mean it matches the character. He stated his complaints about the flagpole annexation and public noticing. He argued that this development is not infill and provided context from the 2020 One Grand Junction Comprehensive Plan (2020 Comp Plan) to support his claims.

Tyler Mundy argued that R-5 is not low density. He brought up the current state of H Rd and that the development would not be accessible by a City street. He expressed that if H Rd is supposed to be a major thoroughfare, the 24 ½ and 25 Rd bridges should be improved as well.

Ed Butterfield stated that he moved to the Grand Junction due to the diversity of housing options.

Cynthia Komlo disagreed with the quotes provided by Nate Porter. She argued that affordable housing did not currently exist in the area and should not be developed there in the future.

Ivan Geer stated that the UDB was the extent of annexation for the City. He noted that enrollment was declining for schools.

Nate Porter clarified his definition of affordable vs. attainable housing, and that he had nothing to do with the rezone of the property in 2019.

Commissioner Ehlers clarified that City Council approved the rezone to R-1 before the adoption of the 2020 Comp Plan. He asked if the proposed designation of H Rd as an arterial road was under current traffic volumes or projected future volumes. He asked how the character and condition of the area had changed since the last time this project was presented to the Planning Commission. He asked if there were any roads, other than H Rd and 24 Rd, that were slated for improvement in the area.

The public comment period was closed at 7:34 p.m. on January 23, 2024.

Discussion

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Commissioner Ehlers thanked the community members for their participation and quality of feedback and presentations they provided. He commented on his familiarity with the area. He provided some context on the delineation of the UDB and the importance of public input in its implementation. He noted that the R-1 zoning was not in alignment with the 2020 Comp Plan and that it is the owner's right to develop their property as they choose, provided it is in alignment with the 2020 Comp Plan.

Commissioner Duyvejonck thanked the community members for their participation and that their feedback was taken into consideration. She noted that the Commission's decision has to be based on future development and that it is easier to be proactive with development.

Commissioner Scissors thanked the community members for their participation. He noted that the Planning Commission was entertaining a request to rezone the property, not to amend the 2020 Comp Plan. He noted that the request aligned with the 2020 Comp Plan. He addressed his previous comment on compatibility of this development and that he still did not see it, but that there were adequate amenities and services presently available to accommodate the development.

Commissioner Secrest thanked the community members for their participation. He noted that what neighborhoods want and what the community wants aren't always in alignment and that the Commission needed to consider the 2020 Comp Plan first and foremost. He mentioned that what constitutes "affordable" is often subjective.

Commissioner Herek echoed the comments made by the other commissioners.

Motion and Vote

Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the property located at 2428 H Road, City file number RZN-2023-555, 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 Secrest seconded; motion passed 6-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Scissors moved to adjourn the meeting.
The vote to adjourn was 6-0.

The meeting adjourned at 7:56 p.m.

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING FROM RL-4 (RESIDENTIAL LOW - 4 DU/AC) TO RH-24 (RESIDENTIAL HIGH – 24 DU/AC) ZONE DISTRICT

LOCATED AT 2651 STACY DRIVE
Tax Parcel No. 2945-261-43-003

Recitals:

The property owner, Ken Co LLC, proposes to rezone 7.11-acres located at 2651 Stacy Drive ("Property") from RL-4 (Residential Low – 4 du/ac) to RH-24 (Residential High – 24 du/ac).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from RL-4 (Residential Low – 4 du/ac) to RH-24 (Residential High – 12 du/ac) for the Property, finding that the change conforms to and is consistent with the 2020 One Grand Junction Comprehensive Plan Land Use Map designation of RH-24 (Residential High – 24 du/ac) and the Comprehensive Plan's goals and policies, and is generally compatible with land uses located in the area.

After public notice and public hearing, the Grand Junction City Council finds that rezoning the Property from RL-4 (Residential Low– 4 du/ac) to RH-24 (Residential High – 24 du/ac) is consistent with the vision, intent, goals, and policies of the Comprehensive Plan. The City Council also finds that the request for rezone has met one or more criteria for a Comprehensive Plan amendment and that the request satisfies at least one of the stated criteria of §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 Recitals are incorporated herein, and that the Property described below is hereby duly and lawfully zoned RH-24 (Residential High – 24 du/ac) and shall be so shown on the zoning map:

The Property is described as LOT 1 IN BLOCK 2 OF TRACYS VILLAGE SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO. Said Property being comprised of 7.11 Acres more or less.

INTRODUCED on first reading this 7th day of February 2024 and ordered published in pamphlet form.

DRAFT

ADOPTED on second reading this _____ day of _____ 2024 and ordered published in pamphlet form.

_____
Anna M. Stout
President of the City Council

ATTEST:

_____
Amy Phillips
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #6.b.ii.

Meeting Date: February 21, 2024

Presented By: Daniella Acosta, Senior Planner

Department: Community Development

Submitted By: Daniella Acosta Stine

Information

SUBJECT:

An Ordinance to Amend the Planned Development Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue

RECOMMENDATION:

The Planning Commission heard this request at its January 23, 2024, meeting and voted (6-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicants, DR Land LLC, Buena Vida HQ, LLC, and the City of Grand Junction, are requesting approval of an amended Planned Development (PD) zoning ordinance and Outline Development Plan (ODP) to establish a phasing schedule for the development, introduce new uses, expand existing uses to other pods in which they are not currently permitted, and incorporate additional flexibility for some parking standards in the Mixed-Use pods.

In April 2019, the City approved Ordinance 4849 for the ODP that established the uses, standards, and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 58.8 acres, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. To date, the PD has undergone three amendments. In 2020, the City approved Ordinance 4928 establishing additional industrial and warehousing uses in the Light Industrial/Commercial pods, incorporating approximately 8.4 acres of property into the ODP, and adding an access point off Riverside Parkway. The PD was further amended in 2021 by Ordinance 4982 to include approximately 0.4 acres of Mixed-Use to the development. The third and most recent amendment was approved by Ordinance 5061 in 2022, which incorporated 2.0 acres of property into the development, clarified parking and architectural standards, and

changed the default zone for approximately 7.5 acres of Industrial/Commercial property to Mixed Use.

BACKGROUND OR DETAILED INFORMATION:

The City originally acquired the approximately 60-acre area now known as the Riverfront at Dos Rios from the Jarvis family in 1990. The property is located on the northeast bank of the Colorado River between the Highway 50/railroad bridge and the Riverside neighborhood. Since that time, the property has been cleared, the Riverfront Trail extended, and a backwater pond for endangered fish was created between the trail and the river. The developable acreage was purchased with the intent of future redevelopment and the General Improvement District established has constructed a majority of the infrastructure within the development. All the properties, those initially part of the Planned Development and those that were added in subsequent amendments, have never been used or held for park or other governmental purposes but instead for possible reuse/redevelopment.

The initial ODP was intended to create a riverfront commercial/mixed use center with two points of access to Riverside Parkway and two points of access to Hale Avenue. Development pods are identified for specific types of uses, and per the existing PD include approximately 27.49 acres of Mixed Use, 17.0 acres of Parks and Open Space, 6.89 acres of Light Industrial/Commercial, and 4.2 acres of Mixed Use/Outdoor Recreation.

The proposal seeks to introduce the following uses into the PD:

- Permit “Office with Drive-Through” in LI/C parcels only.
- Permit “All Indoor Recreation” in LI/C parcels. Currently permitted in MU parcels.
- Permit “Alcohol Retail Sales” in LI/C and MU-OR. Currently permitted in MU parcels.
- Remove “Bar/Night Club” from the authorized use table.
- Permit “Drinking Establishments” in MU, LI/C and MU-OR.
- Permit "Drive-Through Uses (Restaurants) in LI/C parcels only.
- Permit “Drive-Through Retail” in LI/C parcels only.
- Permit “Greenhouse/Nursery” in LI/C parcels only.
- Permit “Mobile Food Vendor” in MU and MU-OR parcels.
- Permit “Mobile Food Vendor Court” in MU and MU-OR parcels.
- Permit “Auto Mechanical Repair” in the LI/C2 parcel, east of Riverside Parkway only.
- Permit “Car Wash, Gasoline Service Station, Quick Lube” in the LI/C2 parcel, east of Riverside Parkway only.
- Permit “Rental Service, Indoor Display/Storage” in MU and MU-OR parcels.

The proposal also seeks to establish a development phasing schedule per the requirements of GJMC 21.02.150(b)(2)(x), as well as incorporate additional flexibility regarding the locations of off-street parking. In addition to these amendments, the ordinance has reformatted the authorized use table to better mirror the use table in the Zoning and Development Code and to better clarify which uses are not permitted in the Dos Rios PD.

In addition to the land use areas and street network, the approved ODP established specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The only standards proposed to be amended are related to parking.

Section 21.02.150 of the Zoning and Development Code (Code) sets the purpose of a Planned Development (PD) to apply to mixed-use or unique single-use projects to provide design flexibility. The Code provides Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals, and policies of the Comprehensive Plan can be achieved.

Floodplain and Drainage:
Much of the property is located within the regulated 100-year floodplain of the Colorado River and a small area directly adjacent to the riverbank is within the floodway. The City will retain ownership of the area within the Floodway to be used as open space and recreational area. Property within the 100-year floodplain will be developed in accordance with the Flood Hazard regulations found in section 21.07.010 of the Zoning and Development Code. Stormwater management will be provided as a part of the overall development of the project.

Establishment of Uses:
The original ODP established four general categories of land use types, including Light Industrial/Commercial (LI/C), Mixed Use (MU), Mixed Use/Outdoor Recreation (MU/OR) and Parks and Recreation (PR). The original PD zoning ordinance established the specific land uses allowed in each of the categories. There are no proposed changes to the land use designations.

There are changes to the uses allowed, most notably the introduction of several drive-through uses, greenhouses and nurseries, gas stations and vehicle service uses and limiting their inclusion to LI/C parcels or more exclusively, permitting them only in the LI/C2 parcel, which is located east of the Riverside Parkway. The amendment proposes to allow alcohol retail sales in LI/C and MU/OR parcels (as they are already allowed in the MU parcels), as well as the introduction of rental gear retail, food trucks and food truck courts in MU and MU-OR, and to expand indoor recreation uses to LI/C parcels.

Default Zone and Deviations:
The default zone for the original and the amended ODP is BP (Business Park). No change is proposed to the default zone district for the PD/ODP.

Architectural Standards:
Architectural standards were adopted with the original PD/ODP that require all structures within the Riverfront at Dos Rios be designed and constructed in a manner that provides an aesthetically pleasing appearance and is harmonious with the overall Riverfront at Dos Rios development. There are no proposed changes to the architectural standards at this time.

NOTIFICATION REQUIREMENTS
A Neighborhood Meeting regarding the proposed rezone request was held on June 12, 2023, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. There were approximately seven people in attendance, which included two representatives from the City and four from the applicant team. Only one member of the public attended. Some site history was discussed and there were a few questions specific to the proposed amendments and potential parking caps.

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 September 18, 2023. Mailed notice of the public hearings before the Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on January 12, 2024. The notice of this public hearing was published on January 14, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between January 16 and January 22, 2024, through the GJSpeaks platform.

ANALYSIS
A note about the implementation of the Zoning & Development Code Update: As this application was received prior to the effective date of this update, the analysis that follows is pursuant to the previous/existing Zoning & Development Code language.

Pursuant to Section 21.02.150 (b) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all the following:

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

The majority of the property has a Comprehensive Plan Land Use designation of Mixed Use. There is also a Parks and Open Space designation along the banks of the Colorado River, and the parcel to the east of Riverside Parkway has a designation of Commercial. The Mixed Use designation provides opportunities for higher density/intensity development with a mix of uses along transportation corridors and within districts to serve adjacent neighborhoods and the broader community, and provides residential uses with a range of higher densities and types of housing. The types of uses allowed and proposed for the development are

consistent with the Comprehensive Plan Land Use Map. Also, the area designated as Parks and Open Space will be preserved as open space.

The Grand Valley Circulation Plan identifies Riverside Parkway as a Principal Arterial. The limited access proposed is consistent with standards for access to an arterial. The Riverfront Trail, as identified on the Active Transportation Corridors map, will remain along the length of the property.

Further, the amendment to the PD/ODP request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed-use development conveniently located to services and the preservation of 33% of the site as open space.

- Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.
- Policy B: Create opportunities to reduce the number of trips generated for shopping and commuting and decrease vehicle miles traveled, thus increasing air quality.
- Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.
- Policy B: Encourage mixed-use development and identification of locations for increased density.
- Policy C: Increasing the capacity of housing developers to meet housing demand. Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.
- Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.
- Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.
- Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the amendment is in conformance with the Grand Junction Comprehensive Plan and Circulation Plan.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code as follows.

The proposal does not seek to add any new properties requiring a rezoning to the PD zone district. The proposal seeks to introduce new uses in the authorized use table of the ODP. Per GJMC 21.05.030 the rezoning process shall be used to modify the authorized use list for any planned development.

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

The City had previously approved a PD zone district and ODP for the Riverfront at Dos Rios property, along with the inclusion of additional properties incorporated in recent amendments as accomplished by Ordinances 4849, 4928, 4982, 5016. The current amendment does not seek to incorporate nor rezone any additional properties nor into the PD. Staff finds that this criterion is not applicable to this request, and therefore, has not been met.

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

While significant public infrastructure and improvements have been installed, the majority of the parcels remain vacant, other than the ongoing construction of 13 townhomes located at 600 Lawrence Ave. The exception is the completion of the bicycle playground as a recreational amenity. The neighborhood to the north is predominantly residential and has not seen much change over the years. The area remains predominantly undeveloped, and the surrounding area remains predominantly low density residential. Staff's assessment is that the character and/or condition of the area has not changed and that it is too premature to determine that the proposed industrial uses, alcohol retail sales use, landscaping services uses, vehicle services, and gas station and drive-through uses, rental retail and indoor recreation uses are consistent with the Plan. Therefore, this criterion has not been met.

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

The existing public and community facilities and services are available on the properties and are sufficient to serve the proposed mix of uses, including the addition of several industrial uses, alcohol retail sales use, landscaping services uses, vehicle services, and gas station and drive-through uses. City water is available to the property and will be extended into the site, as is a sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is near the downtown area, which provides many commercial services. In addition, the existing street network, including the Riverside Parkway and Hale Avenue, and the enhancement of the riverfront trail through the development will provide adequate multimodal transportation infrastructure. Parks and open space exist in the vicinity and will be expanded and enhanced with the Riverfront at Dos Rios Planned Development. In conclusion, the public and community facilities adequately serve the type and scope of the mixed-use development; therefore, staff finds this criterion has been met.

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

The Riverfront at Dos Rios is an infill development project. The City is requesting an amendment to the plan to develop the property as a Planned Development (PD) to better define the types of uses allowed and to establish specific performance standards. Because PD is a zoning category based on a specific design and is applied on a case-by-case basis, staff finds this criterion is not applicable to this request. Furthermore, there are several C-2, I-2, and I-O properties near the development that could accommodate the proposed industrial, vehicle services, gas station, and drive-through uses. Therefore, staff finds that this criterion has not been met.

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

The vision of the Riverfront at Dos Rios development revolves around creating a vibrant mixed-use community that not only serves as a place for residents to live work and play but also emerges as a sought-after destination, bringing with it the opportunity to further enhance the city's tourism sector, as well as promote short-term and long-term job creation. The amendments to the authorized use table provide additional flexibility needed to attract outside investment into the community. As such, permitting additional drive-thru uses, indoor recreation uses, food trucks and food truck courts, drinking establishments, rental retail that caters to riverfront activities, and expanding alcohol retail sales to other parcels further aligns with the River District provision in the Comprehensive Plan that encourages the development of destination-oriented amenities and front-line service industries that support destination-oriented development.

While the amendments to the authorized use table include the introduction of drive-thrus and some heavy commercial and light industrial uses into the PD, the proposal also limits the uses to the LI/C parcels. There are only two LI/C parcels within the development. The LI/C1 parcel is located at 2601 Dos Rios Ct, and the LI/C2 parcel is located east of the parkway at 2600 Riverside Parkway. The proposal limits the introduction of drive-thrus, passenger vehicle repair and services, car washes, and gas stations to the peripheries of the development, considering the context of each parcel. The proposed gas station and auto mechanical repair uses are proposed only east of the parkway on the LI/C2 parcel. Introducing these uses offers a unique opportunity to revitalize a challenging and blighted site that is positioned adjacent to the railroad and an oil refinery. The difficulties in designing vehicular access for a more intense mixed-use development make it impractical.

Furthermore, limiting the site to retail and residential uses would significantly impede its potential for meaningful development that is compatible to its immediate surroundings, which is heavily industrial. By allowing these heavier commercial, lighter industrial uses, the community stands to benefit from the transformation of an underutilized parcel into a functional and service-oriented

space. This not only addresses the challenges posed by the site's proximity to a railroad and an oil refinery but also brings economic and infrastructural improvements to the area. As such, introducing these additional uses helps advance the Comprehensive Plan Principle 2.a. to promote the development of underutilized and blighted properties.

The proposal seeks to exclusively allow drive-thru uses in both of the LI/C parcels – LI/C2 located across the parkway and LI/C1 located in the southeastern periphery of the development. Allowing drive-thrus on parcels that directly abut the parkway does not necessarily undermine the envisioned community character, as it can be integrated thoughtfully to complement the surrounding environment. The PD requires that all structures adhere to architectural standards. Proper landscaping, architectural cohesion, and strategic placement can ensure that these facilities blend harmoniously with the rest of the development, aligning with the vision of a dense, mixed-use walkable community.

Additionally, by catering to the convenient needs of residents and visitors, drive-thrus can contribute to the economic vitality of an area without overshadowing its distinct identity. It is essential to strike a balance that respects the envisioned character and goals while accommodating modern amenities that enhance the overall functionality and appeal of the neighborhood near the parkway. Placing drive-thrus at the periphery minimizes their impact on the character of the internal streetscape, preserving the Dos Rios core for more walkable and pedestrian-friendly compact development. By strategically and intentionally situating these facilities closer to the parkway and away from the core, accessibility for those using vehicles is maintained while minimizing car-centric development. Ultimately, this approach reflects a context-sensitive response that prioritizes both the convenience of vehicular access and the long-term goal of fostering walkable and vibrant center. Therefore, staff believe this criterion has been met.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code;

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas.

For maximum flexibility in the design of this site, the approved ODP included a reduction in the setbacks to those consistent with the B-2 (Downtown Business)

zone district, which is the type of development that is proposed in Dos Rios. No further change to the approved setbacks is proposed with this amendment.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

Approximately 17 acres of open space have been provided, which is 33% of the area, exceeding the Code requirement for residential projects to provide 10% of the land area in open space. No additional open space is proposed to be dedicated.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i)

Fencing and/or screening will comply with Section 21.04.040(i) of the Code and standards approved with the original ODP that address materials, height and quality of fencing. The standards are not proposed to change with this amendment to the ODP.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

The intent of landscaping within the Riverfront at Dos Rios is to create an overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail. Specific standards were included in the approval of the ODP, which are not proposed to change. The only amendment to the landscaping section is to clarify that, unless otherwise provided in the ordinance, landscaping requirements default to B-P requirements.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

Streets within Riverfront at Dos Rios have been constructed and access controlled as to allow and encourage on-street parking on both sides of the street, which will provide approximately 280 spaces throughout the development. In addition, it is anticipated that as each site is developed, parking will be provided as applicable per the PD design standards. There will also be a number of uses within the development that will be able to share parking due to overlapping hours of operation and demand. The only proposed changes are to provide some design flexibility regarding the location of parking and add clarifying language to where off-street parking shall be restricted. Per the current ordinance, “Off-street parking for multifamily or mixed-use development shall not be located in the front yard setback. Parking shall be in the rear of side yards or an area which is less visible from the public streets rights-of-ways or the Riverfront Trail."

The master plan for the Riverfront at Dios Plan was envisioned to be a walkable mixed-use development that was defined by a dense urban form at the pedestrian-scale. The intent of the language to restrict parking in the front yard was to orient buildings to the streets and place parking away from the street as a design principle to create a sense of pedestrian enclosure. The current language creates some confusion regarding intent and application. While the intent is to ensure parking is not placed between the street and the building, the language states that parking shall not be in the front yard setback, which implies that the parking could be in the front yard, therefore negating the earlier provision that parking cannot be visible from public rights-of-way. That first provision is further contradicted by the second requirement that states that parking shall be in the rear or side yards.

The proposal is, therefore, to rephrase this section to better illustrate and apply the aforementioned design principle to restrict the amount of parking that is located between the street and the building by clarifying that parking shall not be located in the front yard or along the street frontage. The proposal also seeks to create design flexibility for parcels with more than one frontage. Per code, any property line that abuts a street is considered street frontage. This application may pose some challenges to site design to conceal parking buildings when a parcel has multiple frontages and no rear or side yards. Therefore, the proposal also seeks to include exceptions to the restriction of parking placement. These exceptions include allowing surface parking between the building and the street in the following instances:

- If the frontage is along Riverside Parkway (where there is less of a need to prioritize street activation and pedestrian sense of enclosure compared to the development’s internal streets); or
- Where the frontage directly abuts a traffic circle; or
- Allowing parking only along one frontage if a site has multiple frontages (i.e., more than two).

Additionally, the amendments include a provision to increase the amount of parking allowed between the building and the street when the site has three or four frontages. This amendment would permit the developer to allocate 150 linear feet of the property’s frontage or 50 percent of the property's frontage to surface parking in the front yard. Section of the amended PD provides two ways of calculating additional linear feet of frontage that may be allocated toward surface parking. The first calculation limits the parking to only 150 linear feet per each individual frontage property line or limiting the parking to only 50 percent of the length of each individual frontage property line. Note that the developer is not obligated to provide parking along all frontages but has the option to place parking along more than one or all the frontage property lines not to exceed 50 percent of the length of each frontage property line if needed. The second calculation allows

the developer to take the cumulative length of all the frontage property lines, and divide that length by half to determine the number of linear feet that can be allocated to parking between the street and the building.

Staff recommends not extending these exceptions to sites that have only one-frontage or two-frontages, as these sites can easily be designed to bring the building up to the edge of the street and place parking to the rear of the building. Furthermore, the proposal includes additional design flexibility for developers by providing a credit to gain more linear feet of street frontage dedicated to frontage parking in exchange for a public amenity that helps activate the streetscape in the way a building would have. The proposed amendments would permit the developer to gain nine linear feet more of parking along the frontage in exchange for nine linear feet of public amenity from an approved list as outlined in the amended ordinance to buffer that additional parking and encourage a functional priority for pedestrians in the streetscape.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

The design and construction of streets, alleys and easements within the Dos Rios development will meet Code requirements.

d) The applicable corridor guidelines and other overlay districts (Section 21.02.150(b)(2)(iv).

There are no corridor guidelines or overlay district that are applicable for this development.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development (Section 21.02.150(b)(2)(v).

Existing public and community facilities and services are available to the property and are sufficient to serve the proposed mixed-use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the Downtown area, which provides a number of commercial services.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi).

The proposed project will have two access points onto Riverside Parkway, one at the existing Hale Avenue and one approximately 1,000 feet to the south on Dos Rios Drive. In addition, there will be two access points to Hale Avenue at Lawrence

Avenue and Rockaway Avenue. The proposed access points provide adequate circulation and meet or exceed all code provisions for connectivity.

g) Appropriate screening and buffering of adjacent property and use shall be provided (Section 21.02.150(b)(2)(vii).

There are no proposed changes to the screening and buffering standards.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii).

The ODP currently proposes a residential density of 12 units per acre as a minimum and no maximum density. There are no proposed changes to the density.

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

For maximum flexibility in the design of this site, the front setbacks as previously approved, are 0 feet-10 feet for principal structures and 10 feet for accessory structures; rear yard setbacks of 0 feet for principal structures and 5 feet for accessory structures; and side yard setbacks of 0 feet for principal structures and 3 feet for accessory structures. These setbacks are similar to those allowed in the B-2 Downtown Business Zone district, which is the proposed type of development. Except for the land on the east side of Riverside Parkway, all the proposed development is internal to the property and is not directly adjacent to any other private development. Staff finds these standards are appropriate for the amended PD/ODP and are not proposed to be changed with this amendment.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(x).

The prior PD ordinances relied on GJMC 21.02.080(n), which states that a development phasing schedule may be set for greater than one year but not more than ten years and outlines the procedure for City Council's decision-making on granting a request to extend a phasing schedule. GJMC 21.02.080(n) does not specify what the phasing schedule should be for a development but rather gives parameters for designing a phasing schedule. This amendment will define a concrete schedule that was previously lacking in prior ordinances.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the amendment request to the Planned Development Zoning and Outline Development Plan (ODP), City File Number PLD-2023-581, for the Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue, the following findings of fact have been made:

1. The proposed development implements the principles and policies of the 2020 One Grand Junction Comprehensive Plan, and the Grand Junction Circulation Plan.
2. The rezone request conforms with Section 21.02.140 of the Zoning and Development Code pertaining to rezone approval.
3. The Outline Development Plan conforms with Section 21.02.150 of the Zoning and Development Code pertaining to Planned Development approval.
4. The proposed development conforms and will conform with Section 21.05 of the Zoning and Development Code pertaining to Planned Development standards.

Therefore, the Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5201, an ordinance for an amendment to the Planned Development (PD) Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios development, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue on final passage and ordered final publication in pamphlet form.

Attachments

1. Exhibit 1. Development Application Packet
2. Exhibit 2. Neighbor Meeting Documentation
3. Exhibit 3. Development Application - DR Land_executed
4. Exhibit 4. Development Application - DR Townhomes LLC_executed
5. Exhibit 5. Ordinance 5061 (2022)
6. Exhibit 7. Draft Planning Commission Minutes 01-23-24
7. Exhibit 6. Proposed Ordinance with Redlines

General Project Report
For
Dos Rios Planned Development Amendment

Project Description (Location, Acreage, Proposed Use)

The purpose of this application is to obtain comments from the City of Grand Junction for the proposed Dos Rios Planned Development Amendment. The Dos Rios site is located along the Colorado River, west of the Riverside Parkway, and south of Hale Avenue. The project location area is depicted below:

Dos Rios Project Location

A majority of parcels in Dos Rios Master Planning Area are currently owned by DR Land LLC or will be purchased from the City upon entitlement approvals. May Riegler Properties (MRP) has taken on the role of master developer to bring a majority of the Dos Rios vision to life, in conjunction with the Master Plan Architect KASA Architects, the City of Grand Junction and Buena Vida LLC, who will be developing the MU/OR zoned lot located at 535 Hale Avenue.

The original master planning efforts for Dos Rios was first visioned and established by the City of Grand Junction through the creation of a Planned Development (PD) zone district to guide the mixed-use development. The original Planned Development and ODP, established by the City, was first recorded in 2019 through Ordinance 4849, amended by the City in 2021 through Ordinance 4982 and again by May Riegler in 2022 through Ordinance 5061.

MRP and KASA Architects have been working with the City of Grand Junction to further refine the overall masterplan of Dos Rios and begin the full build out of the site. The applicant is requesting review and comment on the proposed modifications to the previously approved PD amendment. The proposed amendment is needed in order to achieve entitlement approval for a number of parcels currently, or soon to be, submitted to the City for Major Site Plan and Subdivision approvals. This amendment provides further refining of the standards previously established in prior amendments to successfully actualize the full vision of Dos Rios.

The graphic below depicts the current proposed masterplan for the site:



Dos Rios Master Plan

The project currently has planning approval for 56 townhouses, the first phase of which (13 townhomes) is under construction. The first 6 townhomes will be delivered in the 4th quarter of 2023 and the following 7 in early 2024.

MRP has commenced marketing efforts to find retail tenants for all of the proposed retail within Dos Rios.

The City is moving forward with building a children's splash park and completing the first phase of river restoration and construction of a public beach within the PDs17 acres of Parks & Recreation.

A Major Site Plan submission has been submitted for a Starbucks with a drive-thru at 2601 Dos Rios Drive (on PD Zoned Lot LI/C-1). Developer is planning to break ground upon City approvals in the first quarter of 2024 and Starbucks is anticipated to open in the 4th quarter of 2024. The planned development on LI/C-1 will require approval of the proposed changes in the Use Table in this PD Amendment to allow for Retail with Drive-thru's as a permitted use.

A Major Site Plan submission and Sub-Division application has been submitted for two multi-family buildings totaling 258 rental apartments and

approximately 26,800 sf of ground floor retail at 2600 Dos Rios Drive and 750 Calle Del Rio (on PD Zoned Lots MU-7B and MU-7A). The updates to the use table as proposed in this PD amendment will provide further flexibility for possible retail tenants, enhancing the experience of and amenities for future residence and visitors alike.

With the subdivision of MU-7A and MU-7B there is a 3rd future development use also proposed. This site is currently in design as a low-rise office building that will be built by and for a consortium of local non-profit companies. This group of local non-profits will be submitting their own Major Site Plan Submission in the first quarter of 2024 and have been working through the pre-application process with the City. They will require the previously mentioned Subdivision for approval.

Developer has submitted and received comments to a pre-application site plan submission for approx. 19,000 sf of Riverfront Retail on PD zoned lot MU-4 with an open public plaza, two hotels on PD zoned lot MU-3 and a shared parking lot on PD zoned lot MU-6B with room for a future 9,500sf retail bldg.

On MU-3, one boutique hotel with approx. 140 rooms, an indoor restaurant & bar, indoor event space and outdoor seating and with an outdoor pool, and parking lot is planned. The second hotel on MU-3 is planned to be an adventure themed hotel branded as Field & Stream, totaling 120 rooms. This hotel will have outdoor amenity space (bocce court, fire pits, seating, etc.) and a parking lot. MU-3's Major Site Plan Submission will be split into two, one for each hotel and will include a Subdivision application to split the MU-3 lot for the two hotels.

The site plan design for the two hotels will provide a pedestrian only "Paseo" public walk-way separating the two hotels from each other. More pivotally this pedestrian paseo will create a vital pedestrian path across lot MU-3 that will connect the locations of the future pedestrian bridge, art walk, shared parking lot on PD lot MU-6B, down to the Riverfront Retail, Riverfront Plaza and restored river front beech.

The planned development on MU-4 and MU-6B will require approval of some of the changes proposed in this proposed PD Amendment to allow for changes to the parking language as established in the prior PD that made several of these "island lots" with multiple frontages and no side or rears undevelopable due to parking lot frontage restrictions. Developer is planning to break ground on these Lots in 2024 upon receipt of approvals.

Developer is under contract to purchase 2600 Riverside Parkway from the City which is PD zoned Lot LI/C-2. Developer has submitted a pre-application concept site plan with the City. This planned development requires the approvals proposed within the PD Amendment to allow for the added uses by right within the amended Use Table, such as retail with drive-thru and a gas station with convenience store. The increase in by right uses will aid in attracting commercial users to what is otherwise a very difficult lot to develop due to proximity to the railroad yard and petroleum oil tanks and due to the multitude of easements and restrictive building setbacks around the high voltage transmission lines.

At full build out, over multiple phases, Dos Rios will be a true mixed-use community home to over 300 multifamily units, approx. 140 townhomes/condos, two hotels totaling approx. 260 rooms, and approximately 70,000 sq. ft. of retail space, an office building, and more commercial/retail development on 2600 Riverside Parkway.

Development Applications for the remaining parcels within the Dos Rios master plan will continue to be submitted over time with market demand and as the core of Dos Rios highlighted above is brought to realization.

Also at the heart of Dos Rios are the distinct public realm areas and improvements; the future art walk, future pedestrian bridge, future traffic signal at Deseo and Riverside Parkway, the bike trail, the playground, the bike park, the splash park which is planned to open Spring of 2024, and the first phase of riverfront restoration the focal point being a beach with connectivity to the riverfront retail and gathering places. Approximately 28% of the entire PD area is set aside as open space, including a backwater pond, the Riverfront Trail along with full access to the banks of the Colorado River. 17 acres of open space dedicated throughout the Dos Rios PD area not only far exceeds the required 10% of land area, it complements the mix-of uses within and provides a multitude of public benefit for people to live work and play in.

Both Developer and representatives from the City continue to have a positive, collaborative, and enthusiastic working relationship. The shared vision to bring a cohesive Riverfront at Dos Rios community to life is seen through the emphasis on pedestrian and bike connectivity and cohesive outdoor gathering spaces for all of Grand Junction, residents and visitors alike.

Land Uses and Zoning

The site is currently zoned Planned Development with a Mixed-Use designation in the Grand Junction Comprehensive Plan and an underlying BP zone district.

Listed below is the City's previously approved zoning map as Exhibit B in Ordinance 5061. No new changes are being proposed to this zoning map as part of this PD Amendment application. Nor are any previously established land use designation areas being proposed to change.

Public Benefit

There are many public benefits of a large-scale community focused project such as Dos Rios.

The existing street grid will be utilized for the project, with minimal modifications to curb cuts and infrastructure. Additional shared public vehicular parking lots will be located throughout the site, and a combination of new and existing parallel and diagonal street parking will be utilized for public shared parking.

As a guiding principle of the PD, the parking at Dos Rios is being planned in a way that promotes sharing among the variety of uses. Through the strategic placement of parking and the shared nature of on-street and

EXHIBIT B



off-street parking throughout the site an added emphasis to the pedestrian experience is naturally cultivated.

The walkable entrance to Dos Rios will be adorned with a new Art Walk near the intersection of Deseo and Riverside Parkway which will have a new traffic signal installed by the City. The new Art Walk will welcome future users of the proposed Pedestrian Bridge from downtown to the project and provide an entry "gateway" into Dos Rios.

The pedestrian experience continues crossing a new one-way portion of Calle Del Rio, which will lead into the new "Paseo".

The Paseo is the pedestrian only extension of Deseo, a meandering paved path with landscaping and seating on both sides which is intended to create a slow, enjoyable, walking experience to draw residents and visitors through Dos Rios so they can experience the natural environment. The Paseo will lead them down to Dos Rios Drive and culminates at the most active and entertaining use within the project, an open air public plaza, the Riverside Market.

The Riverside Market will be a new landscaped plaza built along the Colorado River. The Riverside Market will connect directly to the Bike Path, Beach, and be accessed by and located along Dos Rios Drive. The Riverside Market plaza will have public space improvements such as decorative paving, decorative lighting, lush landscaping, shaded seating, fire-pits for evening hangouts and s'mores, space for a performance stage, farmer's markets, and outdoor movie nights. The PD use table amendment permits for the possibility of outdoor and indoor rentals, which will allow for the Riverside Market to provide bike and water related rentals.

Adjacent to the Riverside Market area will be a new Market Hall concept, consisting of multiple food, beverage, and retail tenants. While the planning for this space is dependent upon end-users it is the developers intent to create a It will provide gathering space in, around, and on top of it, with roof decks, exterior shaded seating, and a grand central stadium staircase facing the Colorado River, to allow patrons to enjoy the view.

Developer, Master Plan Architect, and City have all thoughtfully and passionately designed the infrastructure, density, mixed-uses and their locations to promote river activation and site connectivity from parking areas to the core outdoor retail and entertainment areas. Creating an

enhanced pedestrian experience of a true mixed-use community that will be able to be enjoyed by residents and visitors to Grand Junction of all ages.

Neighborhood Meeting

Developer, Master Plan Architect, Civil Engineer, and representatives from the City, conducted a Community Meeting s on June 12th 2023 at 5:45pm to provide a development update for Dos Rios. An overview of development planning and progress was given along with background for the needed Planned Development amendment and subdivisions.

In Attendance:

Kevin Riegler – May Riegler
Chris Mansuy – May Riegler
Kevin Sperry – KASA Architecture
Mark Austin – Austin Civil Group
Daniella Acosta – City of Grand Junction
Jen Taylor – Adjacent Property Owner
Jazz – Adjacent Homeowner

The meeting was called to order at 5:45 pm.

Detailed meeting minutes of this community meeting are provided as a part of the Planned Development Amendment application package and summarized here:

Kevin Sperry, the lead master plan architect provided an overview of the project status, PD amendment process and subdivision process and why it is necessary to continue and bring the Dos Rios development process to full build out.

Chris Mansuy with May Riegler then presented the proposed PD amendment in detail, covering the re-organization of the Allowed Land Use Table and the incorporation of broader approved uses typical to retail in LI/C-1 and LI/C-2 to enhance retail options within Dos Rios. Mr. Mansuy also covered the planned subdivisions and changes in parking language which as currently stands makes the development of island lots undevelopable. There was one question posed by a resident in regards to what the intent of the original parking language was. Both the City (Ms. Acosta) and Mr. Mansuy provided an answer that was satisfactory to the

resident. Ms. Acosta clarified that the original intent was to encourage pedestrian and bike visitors to Dos Rios and that there is not a cap on parking but that there is a minimum number of spaces required for public use within the Dos Rios PD. Mr. Mansuy also clarified that the Developer's goals are to provide adequate parking within Dos Rios so that visitors do not look for parking within the residential neighborhood north of Hale Avenue and that there needs to be enough parking to support the planned uses of the Dos Rios, some of which are still unknown and that a cap wasn't necessary or quantifiable.

The meeting was adjourned at 6:20pm.

Project Compliance, Compatibility and Impact

The PD Amendment being applied for takes form in a redlined, modified, and restated ordinance document, submitted herein. This document outlines various proposed changes to the ordinance, including (but not limited to) the below modifications which are in conformance with the criteria listed within GJMC 21.02.150(b)(2) for approval:

1. Incorporation of a phased development schedule
2. Use table reformat to the standard GJMC 21.04.010,and the applicable Use By Right within the underlying BP zoning district
3. Use table expansion of permitted by right uses to include the following:
    - Permit Office with Drive-Through in LI/C parcels only.
    - Permit All Indoor Recreation in LI/C
    - Reclassify Bar/Nightclub to Alcohol Sales Retail permitted in MU, LI/C and MU-OR (as in the BP and previously approved as Bar/Nightclub in Ord. 5061)
    - Drinking Establishments added to use, permitted in MU, LI/C and MU-OR as the same within BP underlying zoning.
    - Permit Drive-Through Uses (Restaurants) in LI/C parcels only.
    - Permit Drive-Through Retail in LI/C parcels only.
    - Add Greenhouse/Nursery in LI/C parcels only as permitted within BP underlying zoning
    - Add Mobile Food Vendor permitted in MU and MU-OR as permitted within BP underlying zoning
    - Add Mobile Food Vendor Court permitted in in MU and MU-OR as permitted within BP underlying zoning
    - Add Rental Service, Indoor Display/Storage in MU and MU-OR parcels as permitted within BP underlying zoning

  - Permit Use of Auto Mechanical Repair in the LI/C-2 parcel, east of Riverside Parkway only.
  - Permit Car Wash, Gasoline Service Station, Quick Lube in the LI/C-2 parcel, east of Riverside Parkway only.
4. Refined parking language to define when and how parking will be permitted in "front yards", rather than the previous "front yard setback" as well as further clarification for lots that have only one or multiple frontages.

While the original PD zoning ordinance established the specific land uses allowed in each of categories, this proposed expansion and refinement of the proposed use table and permitted uses within each of the four general land use categories helps further define the appropriate set of "default" or minimum standards for the entire property for each development pod/area to be developed as required by GJMC 21.02.150(b)(2) criteria for approval XI.

The proposed PD amendment is in general compliance with and supports the guiding principles of the Comprehensive Plan and the Grand Valley Circulation Plan. A majority of the property has a Comprehensive Plan Land Use designation of Mixed Use. There is also a Parks and Open Space designation along the banks of the Colorado River, and the parcel to the east of Riverside Parkway has a designation of Commercial. The Mixed-Use designation provides opportunities for higher density/intensity development with a mix of uses along transportation corridors and within districts to serve adjacent neighborhoods and the broader community. It also provides residential uses with a range of types of housing. The types of uses allowed and proposed for the development are consistent with Comprehensive Plan Land Use Map and the approved uses for MU and BP within the GJCD.

The amendment to the PD/ODP request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed-use development conveniently located to services. The expansion of the use table within the proposed PD amendment allows for a flexibility of potential services to be developed for the benefit of the community as a whole.

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

- Policy B: Create opportunities to reduce the number of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

- Policy B: Encourage mixed-use development and identification of locations for increased density.
- Policy C: Increasing the capacity of housing developers to meet housing demand

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.

- Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

- Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

Schedule

With the help of staff a formal phasing and development schedule has been incorporated into this PD amendment. Developer commenced construction on the first phase of Dos Rios in 3rd quarter 2022. The first phase consisting of 13 townhomes, 6 are delivering in the 4th quarter of 2023 and the remaining 7 townhouses will be be delivered in the 2nd quarter of 2024. Planning and delivery of future phases continues as Developer submitted two Major Site Plan applications for multi-family parcels and retail parcels in the Summer of 2023. May Riegler is gearing up to submit additional Major Site Plan applications for the hotels, multi-tenant retail market hall adjacent to the river and an additional shared parking lot as a primary use with room for a future retail pad. Before the end of Q1 2024 Developer intendents to have Development Applications, Subdivisions submitted and hopefully Approved for 7 out of the 10 Lots on the West side of Riverside Parkway. The entitlement approvals of these Lots are integral to bringing the full vision of Dos Rios to life. Major Site Plan approval, Developer's remaining land purchases, and start of

construction is contingent upon the needed modifications to the planned development as described and presented in this application.

RECEPTION#: 3034049, at 6/9/2022 2:02:04 PM, 1 of 1
Recording: $13.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

STATEMENT OF AUTHORITY

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

2. The type of entity is a:

☐ corporation	☐ registered limited liability partnership
☐ nonprofit corporation	☐ registered limited liability limited partnership
☒ limited liability company	☐ limited partnership association
☐ general partnership	☐ government or governmental subdivision or agency
☐ limited partnership	☐ trust

☐ other: _____

3. The entity is formed under the laws of: State of Colorado

4. The mailing address for the entity is: 2201 Wisconsin Avenue NW, Suite 200, Washington, DC 80202

5. The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Kevin Riegler, Manager

6. The authority of the foregoing person(s) to bind the entity is ☒ not limited ☐ limited as follows:

_____

7. Other matters concerning the manner in which the entity deals with interests in real property:

_____

_____

Executed this _____ day of May, 2022.

Signature

Kevin Riegler

STATE OF COLORADO)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 1st day of June, 2022, by Kevin Riegler, Manager..

KRYSTAL JOHNSON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214012482
MY COMMISSION EXPIRES MAR 30, 2025

Witness my hand and official seal.

Notary Public
My commission expires: 3/30/2025

No. 1112. Rev. 12-19. STATEMENT OF AUTHORITY

RECEPTION#: 3041457, at 8/22/2022 8:12:43 AM, 1 of 2
Recording: $18.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

WHEN RECORDED
RETURN TO:

Land Title

STATEMENT OF AUTHORITY

(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity[1] named
DR TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:
   - ☐ Corporation
   - ☐ Nonprofit Corporation
   - ☒ Limited Liability Company
   - ☐ General Partnership
   - ☐ Limited Partnership
   - ☐ Registered Limited Liability Partnership
   - ☐ Registered Limited Liability Limited Partnership
   - ☐ Limited Partnership Association
   - ☐ Government or Governmental Subdivision or Agency
   - ☐ Trust
   - ☐
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is [redacted] 2201 Wisconsin Ave NW Ste 200, Washington DC 20007
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **KEVIN R RIEGLER OR JACQUES A MACHOL III AS MANAGERS**
6. The authority of the foregoing person(s) to bind the entity: ☒ is[2] not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. [3]
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of August 16th, 2022

DR LAND LLC, F/K/A DR DEVCO LLC, A COLORADO LIMITED LIABILITY COMPANY

By: N/A
KEVIN R RIEGLER, MANAGER

By: _____
JACQUES A MACHOL III, MANAGER

State of Colorado)
)ss.
County of Denver)

The foregoing instrument was acknowledged before me on this day of August 16, 2022 by [redacted]
JACQUES A MACHOL III AS MANAGER OF DR LAND LLC, F/K/A DR DEVCO LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: 8-20-25

Notary Public

MICHELLE MALIA LIOTTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20004025361
MY COMMISSION EXPIRES AUG 20, 2025

[1] This form should not be used unless the entity is capable of holding title to real property.

RECEPTION#: 3041457, at 8/22/2022 8:12:43 AM, 2 of 2
Recording: $18.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

WHEN RECORDED
RETURN TO:

Land Title

STATEMENT OF AUTHORITY

(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity[1] named
DR TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:
☐ Corporation
☐ Nonprofit Corporation
☒ Limited Liability Company
☐ General Partnership
☐ Limited Partnership
☐
☐ Registered Limited Liability Partnership
☐ Registered Limited Liability Limited Partnership
☐ Limited Partnership Association
☐ Government or Governmental Subdivision or Agency
☐ Trust
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is ~~700 17TH STREET SUITE 200, DENVER, CO 80202~~
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is KEVIN R RIEGLER OR JACQUES A MACHOL III AS MANAGERS
6. The authority of the foregoing person(s) to bind the entity: ☒ is[2] not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. [3]
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of August 16th, 2022

DR LAND LLC, F/K/A DR DEVCO LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____
KEVIN R RIEGLER, MANAGER

By: _____
JACQUES A MACHOL III, MANAGER

State of District of Columbia)
)ss.
County of)

The foregoing instrument was acknowledged before me on this day of Aug 10 2022 by KEVIN R RIEGLER AND JACQUES A MACHOL III AS MANAGERS OF DR LAND LLC, F/K/A DR DEVCO LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: 10/30/24

Notary Public

JAMIE LASHER NOTARY PUBLIC DISTRICT OF COLUMBIA

[1]This form should not be used unless the entity is capable of holding title to real property.

Form 884 closing/recordings/soa.html

65052260
(41885190)

RECEPTION#: 3041458, at 8/22/2022 8:12:43 AM, 1 of 1
Recording: $13.00, Doc Fee $392.00 Tina Peters, Mesa County, CO. CLERK AND RECORDER

SPECIAL WARRANTY DEED

THIS DEED is dated August 15, 2022, and is made between DR Land LLC, a Colorado limited liability company, the "Grantor," whose legal address is 2201 Wisconsin Ave NW, Suite 200, Washington, DC 20007, and DR Townhomes LLC, a Colorado limited liability company, the "Grantee," whose legal address is 2201 Wisconsin Avenue, Suite 200, Washington, DC 20007.

WITNESS, that the Grantor, for and in consideration of the sum of Three Million Nine Hundred Twenty Thousand and no/100 DOLLARS, ($3,920,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Mesa and State of Colorado, described as follows:

Lot 1, Riverfront at Dos Rios Filing 5

also known by street address as: 600 Lawrence Avenue, Grand Junction, CO 81501
and assessor's schedule or parcel number: 2945-221-25-001

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley, or other right-of-way that adjoins the real property*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except and subject to the statutory exceptions.

IN WITNESS WHEREOF, the Grantor has executed this instrument below.

GRANTOR: DR LAND LLC

By: _____ By: _____
Kevin Riegler, Manager Jacques A. Machol, III, Manager

STATE OF Washington DC)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 18th day of August, 2022, by Kevin Riegler as Manager of DR Land LLC.

Witness my hand and official seal.
My commission expires: 6/30/24

_____
Notary Public

JAMIE LASSER
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES 06-30-2024

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 15th day of August, 2022, by Jacques A. Machol, III as Manager of DR Land LLC.

Witness my hand and official seal.
My commission expires: August 27, 2023

_____
Notary Public

ERIC ANTHONY VILLANUEBA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154033896
MY COMMISSION EXPIRES AUGUST 27, 2023

RECEPTION#: 3080963, at 12/8/2023 3:06:45 PM, 1 of 1
Recording: $13.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

QUITCLAIM DEED

Buena Vida, LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, convey and Quitclaim unto **Buena Vida HQ, LLC, a Colorado Limited Liability Company, Grantee**, whose address is 124 Donaldson Road, Grand Junction, CO 81507, its successors and assigns forever, all of the right, title and interest of the Grantor in and to the following described real property in the County of Mesa and State of Colorado, to wit:

> Lot 16 of Riverfront at Dos Rios Subdivision Filing One as recorded in the Mesa County Clerk & Recorder's Office with Reception Number 2880032 in the City of Grand Junction, Mesa County, Colorado.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

Executed and delivered this 7 day of December, 2023.

Buena Vida, LLC

By: _____

Printed Name: Jennifer R. Taylor

Title: Member

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 7 day of Dec, 2023, by Jennifer R Taylor as Member of Buena Vida, LLC

Witness my hand and official seal.

My Commission Expires: July 23, 2024

_____
Notary Public

HANNA M COSTANZO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124044930
MY COMMISSION EXPIRES JULY 23, 2024

RECEPTION#: 3080964, at 12/8/2023 3:06:45 PM, 1 of 3
Recording: $23.00, Doc Fee Exempt Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

WARRANTY DEED

This Warranty Deed made this 7th day of December, 2023 by and between **BUENA VIDA HQ, LLC, a Colorado Limited Liability Company, Grantor**, who is the owner of a parcel of land located at 535 Hale Avenue, Grand Junction, CO 81501, in the Mesa County Clerk and Recorder's records, Colorado, for and in consideration of Ten and 00/100 Dollars, ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these present does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee,** whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever all right, title and interest in fee simple the following described parcel of land for Public Right of Way purposes, to wit:

Containing 3,509 Square feet (0.081 acres), more or less, as described and depicted in **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever subject to statutory exceptions as defined in C.R.S. Section 38-30-113(5)(a).

Executed and delivered this 7th day of December 2023.

GRANTOR:

Buena Vida HQ, LLC

By: _____
Jennifer R. Taylor

Title: Member

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 7 day of December, 2023,
by Jennifer R Taylor as Member
of Buena Vida HQ, LLC.

Witness my hand and official seal.

My Commission Expires: July 23, 2024

_____
Notary Public

HANNA M COSTANZO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124044930
MY COMMISSION EXPIRES JULY 23, 2024

EXHIBIT A - Page 1 of 2
Right of Way (R.O.W.) Parcel

A Parcel of land being the north eighteen feet of LOT 16, RIVERFRONT AT DOS RIOS FILING ONE located in Government Lot 1, Section 22, Township 1 South, Range 1 West of the Ute Meridian, as same is recorded at Reception Number 2880032, Public Records of Mesa County, Colorado being more particularly described as follows.

Beginning at the northeast corner of said Lot 16 whence the Northwest (NW) corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (NE$\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 22 bears N83°03'42"E 263.50 feet distant; thence S37°10'15"E along the easterly line of said LOT 16 a distance of 22.60 feet; thence N89°57'47"W a distance of 211.75 feet to a point on the westerly boundary of said LOT 16; thence along a non-tangent curve to the right being a portion of said westerly boundary of said LOT 16 a distance of 32.17 feet, said curve having a radius of 50.00 feet, a central angle of 36°51'48" and a chord which bears N55°20'08"E 31.62 feet distant to the NW corner of said LOT 16; thence S89°57'47"E along the north line of said LOT 16 a distance of 172.09 feet to the Point of Beginning;

CONTAINING 3509 Square Feet or 0.081 Acres, more or less, as described.

The basis of bearings is the North Line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 22, T. 1S., R. 1W., Ute Meridian, S89°56'44"E, Mesa County Local Coordinate System, as shown on Reception Number 2942736.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

250 N. 5th Street
Grand Junction, CO 81501

H:\Renee\Projects\Dos Rios

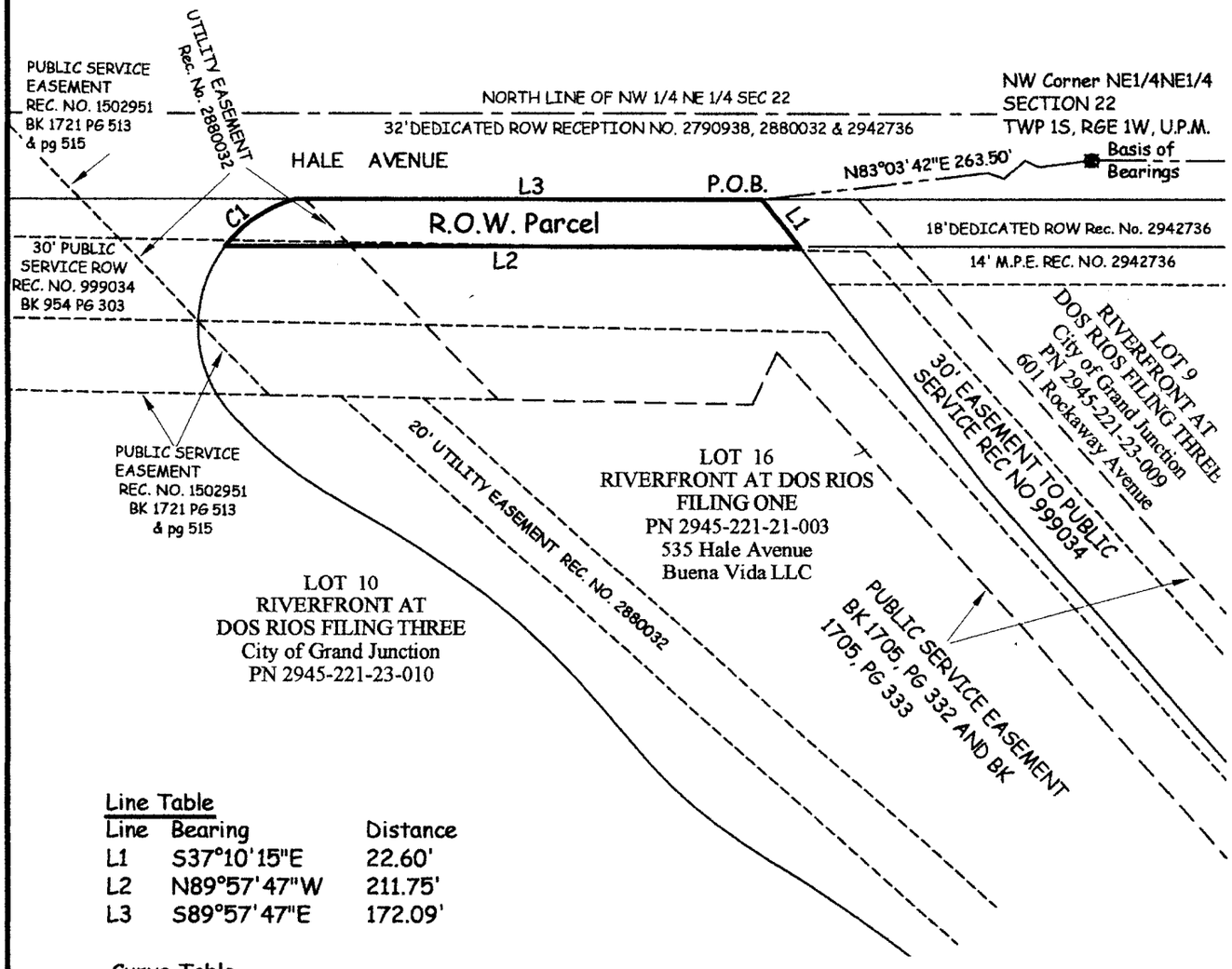
DRAWN BY: R. B. P.
DATE: 2-05-2021
SCALE: 1" = 40'
APPR. BY: B.H & M.G.

Located in Government Lot 1, Sec. 22
(a portion of the NE $\frac{1}{4}$ of Section 22)
Township 1 South, Range 1 West
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF Grand Junction COLORADO

EXHIBIT A - Page 2 of 2

Right of Way (R.O.W.) Parcel
Portion of LOT 16, RIVERFRONT AT DOS RIOS FILING ONE
Area: 3509 Square Feet, 0.081 Acres



Line Table

Line	Bearing	Distance
L1	S37°10'15"E	22.60'
L2	N89°57'47"W	211.75'
L3	S89°57'47"E	172.09'

Curve Table

Curve	Chord Bearing	Distance	Radius	Arclength	Delta
C1	N55°20'08"E	31.62'	50.00'	32.17'	36°51'48"

ABBREVIATIONS

P.O.C.	*POINT OF COMMENCEMENT*
P.O.B.	*POINT OF BEGINNING*
R.O.W.	*RIGHT OF WAY*
SEC.	*SECTION*
T.	*TOWNSHIP*
R.	*RANGE*
Rec.	*Reception*
No.	*Number*
U.E.	*Utility Easement*
M.P.E.	*Multipurpose Easement*
BK	*Book*
PG	*Page*
PN	*Parcel Number*

The basis of bearings is the North Line of the NE ¼ NE ¼ of Sec. 22, T. 1S., R. 1W., Ute Meridian, S89°56'44"E, MCLCS, as shown on Reception Number 2942736.

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

0 30' 60

1 inch = 60 ft.
Lineal Units = U.S. Survey Foot

COLORADO LICENSED KENNETH PARENT 38266 02-05-2021 PROFESSIONAL LAND SURVEYOR

250 N. 5th Street
Grand Junction, CO 81501

DRAWN BY: R. B. P.
DATE: 2-05-2021
SCALE: 1" = 40'
APPR. BY: B.H. & M.G.

Located in Government Lot 1, Sec. 22
(a portion of the NE ¼ of Section 22)
Township 1 South, Range 1 West
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF Grand Junction COLORADO

H:\Renee\Projects\Dos Rios

RECEPTION#: 3080968, at 12/8/2023 3:06:45 PM, 1 of 1
Recording: $13.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named BUENA VIDA HQ, LLC, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a limited liability company.

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

4. The mailing address for the entity is Post Office Box 1209, Grand Junction, Colorado 81502.

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity are: Jennifer R. Taylor, Member.

6. The authority of the foregoing person to bind the entity is not limited.

7. Other matters concerning the manner in which the entity deals with interests in real property: NONE.

Executed this 7th day of December, 2023.

BUENA VIDA HQ, LLC
a Colorado limited liability company

By: _____
Jennifer R. Taylor, Member

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 7 day of December, 2023, by Jennifer R. Taylor as Member of Buena Vida HQ, LLC.

Witness my hand and official seal.
My commission expires: July 23, 2024

HANNA M COSTANZO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124044930
MY COMMISSION EXPIRES JULY 23, 2024

_____
Notary Public

RECEPTION#: 3080969, at 12/8/2023 3:06:45 PM, 1 of 1
Recording: $13.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

E-Filed

Colorado Secretary of State
Date and Time: 05/11/2021 08:49 AM
ID Number: 20171380559

Document number: 20211447998
Amount Paid: $25.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

   ID number: 20171380559
   (Colorado Secretary of State ID number)

   Entity name: Buena Vida, LLC.

2. The new entity name (if applicable) is Buena Vida HQ, LLC.

3. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
   ☐ This document contains additional amendments or other information.

4. ***(Caution**: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

   (If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

   The delayed effective date and, if applicable, time of this document is/are _____.
   (mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing the document to be delivered for filing are

   Howe (*Last*) John (*First*) T. (*Middle*) _____ (*Suffix*)
   200 Grand Avenue, Suite 400
   (*Street name and number or Post Office Box information*)
   Post Office Box 40
   Grand Junction (*City*) CO (*State*) 81502 (*Postal/Zip Code*)
   _____ (*Province – if applicable*) United States (*Country – if not US*)

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

Print Form

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: Planned Development - Final

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

Existing Land Use Designation: Various
Existing Zoning: Various
Proposed Land Use Designation: Various
Proposed Zoning: Various

Property Information

Site Location: Dos Rios - 15 Parcels
Site Acreage: Various (see legal description exhibit for details)
Site Tax No(s): Various (see legal description exhibit for Tax Nos)
Site Zoning: Various (PD)
Project Description: Planned Development Amendment at Dos Rios to amend and restate standards and uses

Property Owner Information	Applicant Information	Representative Information
Name: Beuna Vida LLC	Name: DR Land LLC	Name: Austin Civil Group, Inc
Street Address: 535 Hale Avenue	Street Address: 7200 Wisconsin Ave St	Street Address: 123 N 7th St
City/State/Zip: Grand Junction	City/State/Zip: Bethesda, Md 20814	City/State/Zip: GJ, CO 81501
Business Phone #:	Business Phone #: 202-369-5820	Business Phone #: 970-242-7540
E-Mail: buenavidahq@gmail.com	E-Mail: kevin@mayriegler.com	E-Mail: marka@austincivilgroup.com
Fax #:	Fax #:	Fax #:
Contact Person: Jen Taylor	Contact Person: Kevin Riegler	Contact Person: Mark Austin
Contact Phone #:	Contact Phone #: 202-369-5820	Contact Phone #: 970-242-7540

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

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

Signature of Person Completing the Application: _____ Date: _____

Signature of Legal Property Owner: _____ Date: 11/22/23

A ▪ C ▪ G

Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

August 25,2023

Ms. Daniella Acosta
City of Grand Junction Planning Department
250 North 5th Street
Grand Junction, CO 81502

Re: Amendment to the Planned Development (PD) and Outline Development Plan (ODP) for the Riverfront at Dos Rios, Ordinance No. 5061, located South of Hale Avenue and along Riverside Parkway

Dear Ms. Acosta:

The purpose of this letter is to summarize neighborhood meeting discussions conducted virtually on June 12, 2023, for the purpose of the proposed Dos Rios – PD Amendment for the subject property located South of Hale Avenue and along Riverside Parkway.

Listed below is a summary of the discussion items:

1. The meeting was attended by seven participants: Chris Mansuy, Kevin Sperry, Mark Austin, Brendan Hines, Daniella Acosta, Jen Taylor, and a home owner from Rockaway Avenue named Jazz.

2. Kevin Sperry, master plan architect, provided an overview of the project status, PD Amendment process, and sub-division process and why it is necessary to continue the Dos Rios development process. Mr. Sperry presented that Dos Rios is unique, in that the city designed and built the existing roads and infrastructure creating island lots that require sub-division and PD Amendments to suit the developer's development plans on the individual lots and to obtain City entitlement approvals.

3. Chris Mansuy, representing the developer, presented about the needs to subdivide the lots. The current PD classifies each lot within Dos Rios as Mixed-Use (MU), Light Industrial/Commercial (LI/C), Parks & Recreation (PR), and Mixed-Use / Outdoor Recreation (MU/OR) as color coded below and was included in the presentation:

123 n. 7th street ▪ suite 300 ▪ grand junction, colorado 81501 ▪ 970-242-7540 phone ▪ 970-255-1212 fax



4. These classifications will not change, but the islands of land created by the existing roads will be subdivided to suit what will be built there. The example was given that if two buildings are built on MU-3, then it will be subdivided into two lots, both of which will still be classified as Mixed-Use (MU). There are multiple lots that are large enough to support multiple buildings which will require subdivisions to get entitlement approvals. The Developer will submit subdivisions on an individual lot basis and at different times during the overall development process.

5. Mr. Mansuy presented that the proposed PD Amendment would include amendments and additions of approved uses and re-organization of the Allowed Land Use Table in Section F. and that it would be expanded to allow for more typical commercial/retail uses across the various lots. Examples of some of the specific additional land uses discussed were parking lots to support the density of the developer's pans, alcohol sales, drive-thru's on the two parcels zoned Light Industrial/Commercial (LI/C-1 and LI/C-2), and adding approved uses for gas stations and vehicle service and repair as on the lot east of Riverside Parkway (LI/C-2). The developer and Planning section are currently working together to amend the approved use table for the PD Amendment.

6. Mr. Mansuy presented about amending the current PD's parking language in Section G.1.B.2 and that as stated, there are conflicts that make the island lots undevelopable, since during the pre-application process the City had commented that they deem the island lots to have all front yards and no side or rear yards, yet the current PD states that off street parking will be in the rear or side yards. The developer and Planning Section are currently working together to amend that language to allow off street parking on the lots that were created by the city, some of which have one frontage only, and some that have multiple fronts.

7. There was one person that asked questions during the meeting. Mr. Jazz asked what the original intent of the parking language was and if any thought had been given to a cap on the # of parking spaces. Ms. Acosta clarified that the original intent was to encourage pedestrian and bike visitors to Dos Rios and that there is not a cap on parking but that there is a minimum number of spaces required for public use within the Dos Rios PD. Mr. Mansuy also clarified that the Developer's goals are to provide adequate parking within Dos Rios so that visitors do not look for parking within the residential neighborhood north of Hale Avenue and that there needs to be enough parking to support the planned uses of the Dos Rios, some of which are still unknown and that a cap wasn't necessary or quantifiable. Mr. Jazz was satisfied with these responses.

8. Ms. Jen Taylor, also a private land owner within Dos Rios, stated that she was supportive of the PD Amendment and pointed out the benefits that Dos Rios will bring to the current residents within the grand valley.

9. There were no other questions or comments and the meeting concluded at approximately 6:20PM.

If you have any comments or notes that I may have missed, please contact me at 970-242-7450.

Sincerely,
Austin Civil Group, Inc.
Mark Austin, P.E.
President

Sincerely,



Austin Civil Group, Inc.

Mark Austin, P.E.
President

A ▪ C ▪ G

Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

August 25,2023

Ms. Daniella Acosta
City of Grand Junction Planning Department
250 North 5th Street
Grand Junction, CO 81502

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123 n. 7th street ▪ suite 300 ▪ grand junction, colorado 81501 ▪ 970-242-7540 phone ▪ 970-255-1212 fax



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Sincerely,
Austin Civil Group, Inc.
Mark Austin, P.E.
President

Sincerely,



Austin Civil Group, Inc.

Mark Austin, P.E.
President

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

Print Form

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: Planned Development - Final

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

Existing Land Use Designation: Various
Existing Zoning: Various
Proposed Land Use Designation: Various
Proposed Zoning: Various

Property Information

Site Location: Dos Rios - 15 Parcels
Site Acreage: Various (see legal description exhibit for details)
Site Tax No(s): ' Various (see legal description exhibit for Tax Nos)
Site Zoning: Various (PD)
Project Description: Planned Development Amendment for Dos Rios to amend and restate standards and uses

Property Owner Information	Applicant Information	Representative Information
Name: DR Land LLC	Name: DR Land LLC	Name: Austin Civil Group, Inc
Street Address: 7200 Wisconsin Ave, S	Street Address: 7200 Wisconsin Ave S	Street Address: 123 N 7th St
City/State/Zip: Bethesda, MD 20814	City/State/Zip: Bethesda, Md 20814	City/State/Zip: GJ, CO 81501
Business Phone #: 202-369-5820	Business Phone #: 202-369-5820	Business Phone #: 970-242-7540
E-Mail: kevin@mayriegler.com	E-Mail: kevin@mayriegler.com	E-Mail: marka@austincivilgroup.com
Fax #:	Fax #:	Fax #:
Contact Person: Kevin Riegler	Contact Person: Kevin Riegler	Contact Person: Mark Austin
Contact Phone #: 202-369-5820	Contact Phone #: 202-369-5820	Contact Phone #: 970-242-7540

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

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

Signature of Person Completing the Application: Kevin Riegler — Digitally signed by Kevin Riegler Date: 2023.09.01 08:31:08 -06'00' — Date: 08/31/23

Signature of Legal Property Owner: Kevin Riegler — Digitally signed by Kevin Riegler Date: 2023.09.01 08:31:35 -06'00' — Date: 08/31/23

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

Print Form

Development Application

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Site Tax No(s): Various (see legal description exhibit for Tax Nos)
Site Zoning: Various (PD)
Project Description: Planned Development Amendment for Dos Rios PD to amend and restate standards and uses

Property Owner Information	Applicant Information	Representative Information
Name: DR TOWNHOMES LLC	Name: DR Land LLC	Name: Austin Civil Group, Inc
Street Address: 7200 Wisconsin Ave, S	Street Address: 7200 Wisconsin Ave S	Street Address: 123 N 7th St
City/State/Zip: Bethesda, MD 20814	City/State/Zip: Bethesda, Md 20814	City/State/Zip: GJ, CO 81501
Business Phone #: 202-369-5820	Business Phone #: 202-369-5820	Business Phone #: 970-242-7540
E-Mail: kevin@mayriegler.com	E-Mail: kevin@mayriegler.com	E-Mail: marka@austincivilgroup.com
Fax #:	Fax #:	Fax #:
Contact Person: Kevin Riegler	Contact Person: Kevin Riegler	Contact Person: Mark Austin
Contact Phone #: 202-369-5820	Contact Phone #: 202-369-5820	Contact Phone #: 970-242-7540

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

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

Signature of Person Completing the Application: Kevin Riegler — Digitally signed by Kevin Riegler Date: 2023.09.01 08:30:37 -06'00' — Date: 8/31/23

Signature of Legal Property Owner: Kevin Riegler — Digitally signed by Kevin Riegler Date: 2023.09.01 08:30:50 -06'00' — Date: 8/31/23

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 5061

AN ORDINANCE AMENDING ORDINANCE NO. 4982 TO REZONE TO PLANNED DEVELOPMENT (PD) AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR THE RIVERFRONT AT DOS RIOS

LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER BETWEEN HIGHWAY 50 AND HALE AVENUE

Recitals:

The proposed amendment of the Planned Development (PD) zoning and Outline Development Plan (ODP) (Ordinance 4982) will revise specific sections of the previously adopted zoning and Outline Development Plan of the area known as The Riverfront at Dos Rios development. The request for the amendment to the PD and ODP have been submitted in accordance with the Zoning and Development Code (Code).

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amendment and determined that the proposed amended PD and ODP satisfied the criteria of the Code and are consistent with the purposes and the intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREAS DESCRIBED BELOW AND THOSE IN THE PLANNED DEVELOPMENT AND OUTLINE DEVELOPMENT PLAN BOUNDARIES, NONE OF WHICH HAVE EVER BEEN USED OR HELD FOR PARK OR OTHER GOVERNMENTAL PURPOSES BUT INSTEAD FOR REUSE/REDEVELOPMENT, ARE ZONED TO PLANNED DEVELOPMENT (PD), FOLLOWING THE SAME DEFAULT ZONE AND STANDARDS ESTABLISHED IN ORDINANCE 4982 EXCEPT AS STATED HEREIN BELOW:

A. This Ordinance applies to all property(ies), including but not limited to those specifically described as follows, in the Development Boundary depicted in Exhibit A and the ODP depicted in Exhibit B, each as amended:

All of Lots 6A and 6B at Riverfront at Dos Rios Filing Four containing 4.44 acres recorded 5/25/2021 at Reception Number 2982694;

Lots 1 through 5, 7 through 11, and Tract A of Riverfront at Dos Rios Filing 3 containing 99.67 acres recorded 9/16/2020 at Reception Number 2942736;

535 Hale Avenue: Lot 16 Riverfront at Dos Rios Filing One located within Section 22 and 23 1S 1W UM recorded 5/16/2019 At Reception number 2880032 Mesa County Records containing 4.20 acres;

2600 Riverside Parkway: Lot 1 Jarvis Subdivision Filing 1 located within Sections 15, 22 and 23 Township 1 South, Range 1 West UM recorded 2/21/2017 at Reception Number 2790938 Mesa County Records Containing 5.53 Acres; and

2600 Dos Rios Drive: Lot 12 Jarvis Subdivision Filing 3 located within Section 22 Township 1 South, Range 1 West UM recorded 3/23/2018 at Reception Number 2834555 Mesa County Records Containing 2.00 Acres; and

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n), as may be amended.

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District as provided in GJMC and as may be amended.

E. The default zone shall be BP with the following deviations to the dimensional standards.

Primary Uses			
Employment, Light Manufacturing, Multifamily, Retail, Commercial Services			
Lot			
Area (min. acres)		No Minimum except .5 in LI/C	
Width (min. ft.)		25**	
Frontage (min. ft.)		n/a	
Setback	**Principal**		**Accessory**
Front (min. ft.)	0-10*		10
Side (min. ft.)	0		3
Rear (min. ft.)	0		5
Bulk			

Lot Coverage (max.)	n/a
Height (max. ft.)	65 except 40 feet in Mixed Use Area 4
Density (min.)	12 units/acre
Density (max.)	No Max
Building Size (max. sf)	n/a

* Refer to the Architectural standards

** Minimum lot area, lot width and lot frontage do not apply to single-family attached dwellings, two-family dwellings, or multifamily.

F. The allowed land uses shall be assigned by areas as depicted in Exhibit B and summarized in the table below. Uses will be as defined and shall be consistent with GJMC Codes and Standards as amended.
A = Allowed; C = Conditional Use; Blank = Not Allowed

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
Office				
General Offices	A	A		
Recreation and Entertainment, Outdoor				

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community		A	A	
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A	A		
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Food Products		A		
Manufacturing/Processing		A		
Self-Service Storage				
Mini-Warehouse		A**		
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials				
Research, Testing and Laboratory Facilities – Indoors (includes Marijuana Testing Facilities)		A**		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

* Single Family Attached. A one-family dwelling attached to one or more other one-family dwelling by common walls and located entirely on its own lot.

** Only allowed in LI/C East of Riverside Parkway

G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios have been constructed, and access controlled so as to allow and encourage on-street parking on both sides of the street. Combined, there will be a minimum of 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized.

    Mixed Use Areas 3 and 4: No Parking Requirement

    All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed-use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.

3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot-wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is less than 10 feet.

2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c), as may be amended.

3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.

4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5), as may be amended.

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented to the side or rear of principal structures so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h), as may be amended Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3), as may be amended.

4. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either architectural metal panel, wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.

3. The maximum height of any fence in the Light Industrial/Commercial areas and Mixed-Use areas that abut Riverside Parkway is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.

4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.

   a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 15 feet in height.

   b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).

   c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.

   d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.

2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.

   a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.

b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.

c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.

2. Monument signs shall be located no closer than 2 feet from the front property line.

3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.

4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.

5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.

7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.

8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.

9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below. Structures

incorporating shipping containers (also known as steel intermodal containers) are also required to incorporate at least four of the following elements.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.

2. Façade articulation/modulation such as recessed and projecting elements or defined, smaller bays.

3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.

4. Wall recesses or projections that break up scale and massing.

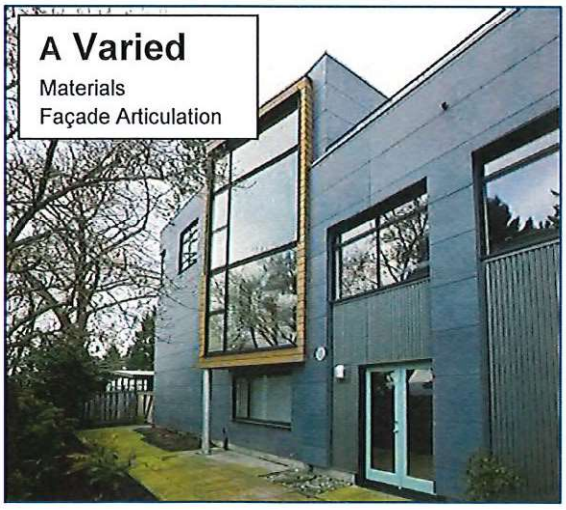
5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.

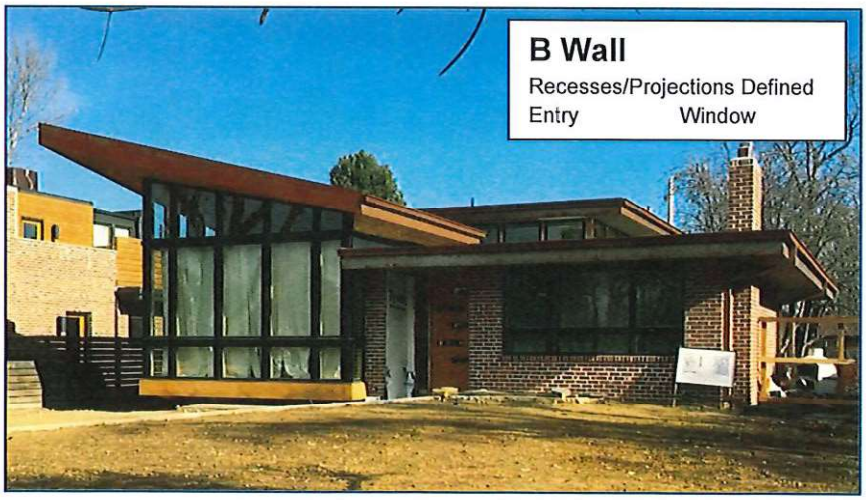
6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.

7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.

8. Other architectural details that provide visual interest such as:
   - use of accent colors
   - awnings or porticoes
   - other variations in materials, details, surface relief and texture.

9. Building(s) on the site utilize renewable energy sources or passive solar.



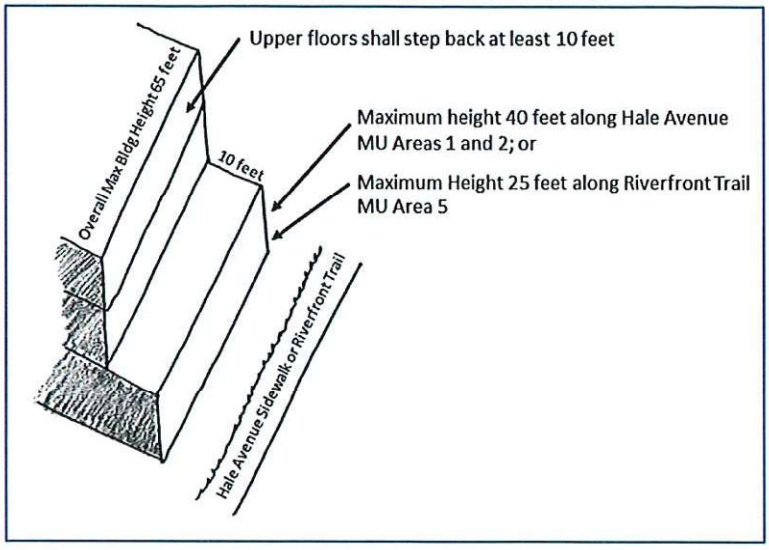


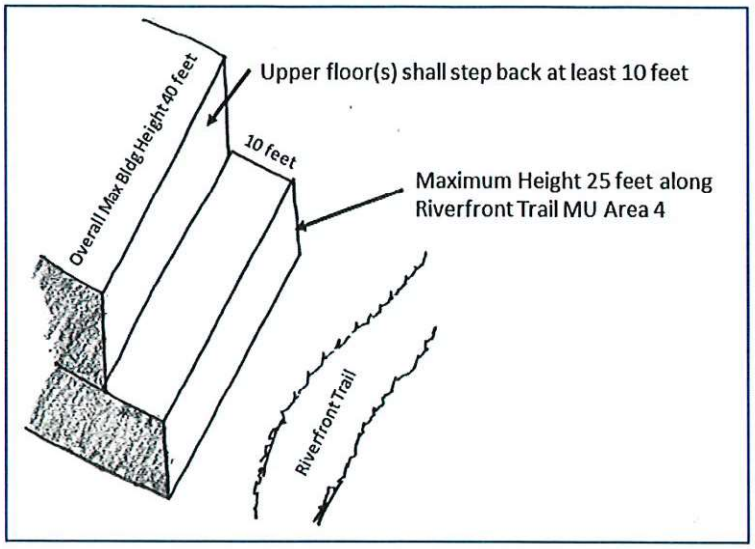
B. Buildings abutting Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.







E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this 2nd day of March 2022 and ordered published in pamphlet form.

PASSED and ADOPTED this 16th day of March 2022 and ordered published in pamphlet form.

C. B. McDaniel
President of City Council

ATTEST:

Laura Bauer
Interim City Clerk

EXHIBIT A

GREEN AREAS – New Parcels RED OUTLINE – Original ODP Boundary

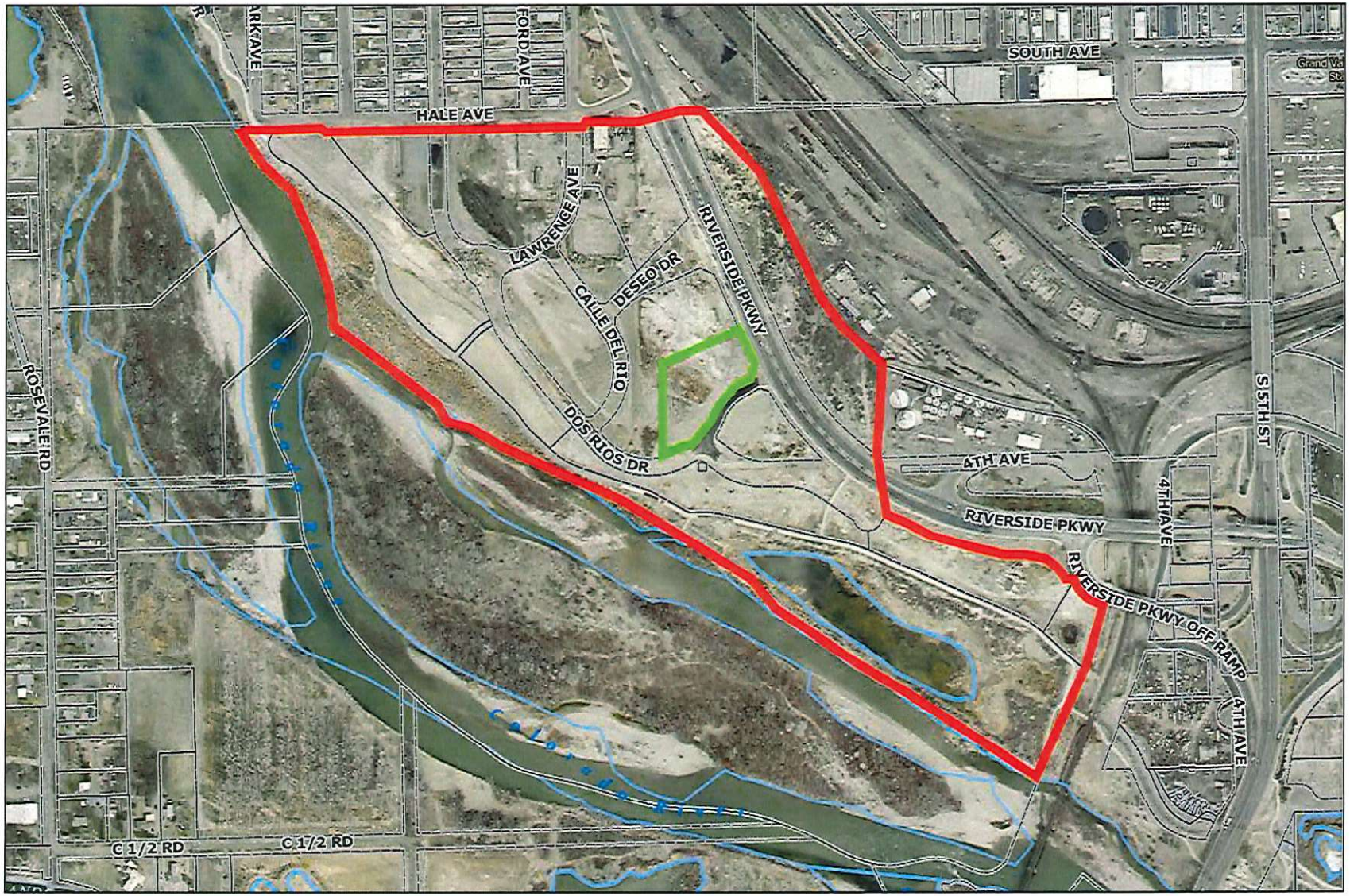


EXHIBIT B


MU-1
1.83 ACRES
ROCKAWAY AVE
MU-2
3.95 ACRES
MU-6A
3.10 ACRES
LAWRENCE AVE
MU-6B
1.33 ACRES
DESEO DRIVE
RIVERSIDE PARKWAY
LI/C-2
5.52 ACRES
MU/OR
4.20 ACRES
CALLE RIOS DRIVE
MU-3
2.97 ACRES
MU-7A
3.63 ACRES
MU-4
.46 ACRES
DOS RIOS DRIVE
MU-7B
2.00 ACRES
LI/C-1
1.37 ACRES
DOS RIOS COURT
PR
~17.00 ACRES
COLORADO
RIVER
MU-5
3.02 ACRES
MIXED-USE
+/- 23.29 acres
LIGHT INDUSTRIAL / COMMERCIAL
+/- 6.89 ACRES
PARKS & RECREATION
+/- 17.00 ACRES
MIXED-USE / OUTDOOR RECREATION
+/- 4.20 ACRES
PEDESTRIAN PASSAGE
RIVERFRONT TRAIL

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5061 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 2nd day of March 2022 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 16th day of March 2022, at which Ordinance No. 5061 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 18th day of March 2022.

Deputy City Clerk

Published: March 04, 2022
Published: March 18, 2022
Effective: April 17, 2022

GRAND JUNCTION PLANNING COMMISSION
January 23, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Shanon Secrest, Ken Scissors, Keith Ehlers, and Kim Herek (virtual).

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dani Acosta Stine (Senior Planner), Dave Thornton (Principal Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 54 members of the public in attendance, and 2 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 9, 2024.

REGULAR AGENDA

1. **Riverfront at Dos Rios ODP** **PLD-2023-581**
   Consider a request by DR Land LLC, DR Townhomes LLC, Buena Vida HQ, LLC, and the City of Grand Junction to amend the Planned Development Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

Staff Presentation
Dani Acosta Stine, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Tess Williams with May Riegler provided a brief update on the status of the development and were available to answer questions.

Questions for staff

Commissioner Ehlers confirmed that the applicant was on board with the proposed amendments to the PD ordinance.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

DRAFT

There were no public comments.

The public comment period was closed at 5:58 p.m. on January 23, 2024.

Discussion

Motion and Vote

Commissioner Scissors made the following motion “Chairman, on the request for the amendment to the Planned Development zone district and Outline Development Plan (ODP) for Riverfront at Dos Rios Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue, City file number PLD-2023-581, 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 Secrest seconded; motion passed 6-0.

2. Aspire Residential Rezone RZN-2024-12

Consider a request by Ken Co LLC to rezone 7.102 acres from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac).

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Commissioner Ehlers asked if this development would require a traffic study to be completed.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:12 p.m. on January 23, 2024.

Discussion

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the Rezone requests for a 7.11 acre rezone from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac) located at 2651 Stacy Drive, a request by the owner Ken Co LLC and applicant Aspire Residential, City file number RZN-2024-12, 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.”

DRAFT

Commissioner Ehlers seconded; motion passed 6-0.

3. Vista 5 LLP Rezone RZN-2023-555

Consider a request by Vista 5, LLP to rezone 17.37 acres from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) located at 2428 H Road.

Commissioner Secrest addressed the public requests for his recusal from this item.
The other Commissioners stated they had no concerns over Commissioner Secrest hearing the item.

Staff Presentation

Niki Galehouse, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Nate Porter, owner of the parcel, provided some quotes by City Councilmembers in support of development of affordable housing.

Ivan Geer with River City Consulting provided a presentation on the request and was available for questions.

Questions for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

Bob Fuoco stated that in 2019, City Council zoned the parcel to R-1. He noted that the subject property is completely surrounded by Mesa County and is not contiguous with the Persigo district. He argued that this rezone would reduce available stock for low density development. He commented that the area is unsafe for pedestrian and bicycle traffic.

Donna Aubert raised concerns about the increased strain on Appleton Elementary School.

Jim Marshall spoke on the approval criteria for the rezone and gave his reasoning for disagreeing with City staff's findings.

Meryl Wyatt stated that affordable housing is not as beneficial in the long term as attainable housing. He stated that Grand Junction needs to build more housing at all densities.

Dan Komlo stated that all of the previous applications for this project had strong opposition from the neighboring residents. He stated that this rezone is inconsistent with the character of the area. He stated that there is a lack of safe pedestrian connections across I70.

Larry Tyse stated his opposition to the increased density.

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Christy Reece expressed her support for the rezone noting the communities need for higher density housing developments.

Shiloh White stated she was open to development of the parcel, but only at the R-1 density. She provided statistics on consumer preferences for housing. She noted that there are high density developments nearby, but that kind of development did not fit the character of this area. She argued that other boundaries already exist besides the Urban Development Boundary (UDB).

Pat Page noted that if all the parcels in the area developed as R-1, it would be a 1000% increase in the density of the area. He argued that this area had intrinsic value for the variety of housing options in Grand Junction.

Dave Zollner quoted one of the commissioners on their opinion of the development. He said that the UDB is not a good indicator for development and that proximity does not necessarily mean it matches the character. He stated his complaints about the flagpole annexation and public noticing. He argued that this development is not infill and provided context from the 2020 One Grand Junction Comprehensive Plan (2020 Comp Plan) to support his claims.

Tyler Mundy argued that R-5 is not low density. He brought up the current state of H Rd and that the development would not be accessible by a City street. He expressed that if H Rd is supposed to be a major thoroughfare, the 24 ½ and 25 Rd bridges should be improved as well.

Ed Butterfield stated that he moved to the Grand Junction due to the diversity of housing options.

Cynthia Komlo disagreed with the quotes provided by Nate Porter. She argued that affordable housing did not currently exist in the area and should not be developed there in the future.

Ivan Geer stated that the UDB was the extent of annexation for the City. He noted that enrollment was declining for schools.

Nate Porter clarified his definition of affordable vs. attainable housing, and that he had nothing to do with the rezone of the property in 2019.

Commissioner Ehlers clarified that City Council approved the rezone to R-1 before the adoption of the 2020 Comp Plan. He asked if the proposed designation of H Rd as an arterial road was under current traffic volumes or projected future volumes. He asked how the character and condition of the area had changed since the last time this project was presented to the Planning Commission. He asked if there were any roads, other than H Rd and 24 Rd, that were slated for improvement in the area.

The public comment period was closed at 7:34 p.m. on January 23, 2024.

Discussion

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Commissioner Ehlers thanked the community members for their participation and quality of feedback and presentations they provided. He commented on his familiarity with the area. He provided some context on the delineation of the UDB and the importance of public input in its implementation. He noted that the R-1 zoning was not in alignment with the 2020 Comp Plan and that it is the owner's right to develop their property as they choose, provided it is in alignment with the 2020 Comp Plan.

Commissioner Duyvejonck thanked the community members for their participation and that their feedback was taken into consideration. She noted that the Commission's decision has to be based on future development and that it is easier to be proactive with development.

Commissioner Scissors thanked the community members for their participation. He noted that the Planning Commission was entertaining a request to rezone the property, not to amend the 2020 Comp Plan. He noted that the request aligned with the 2020 Comp Plan. He addressed his previous comment on compatibility of this development and that he still did not see it, but that there were adequate amenities and services presently available to accommodate the development.

Commissioner Secrest thanked the community members for their participation. He noted that what neighborhoods want and what the community wants aren't always in alignment and that the Commission needed to consider the 2020 Comp Plan first and foremost. He mentioned that what constitutes "affordable" is often subjective.

Commissioner Herek echoed the comments made by the other commissioners.

Motion and Vote

Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the property located at 2428 H Road, City file number RZN-2023-555, 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 Secrest seconded; motion passed 6-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Scissors moved to adjourn the meeting.
The vote to adjourn was 6-0.

The meeting adjourned at 7:56 p.m.

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5061 TO REZONE TO PLANNED DEVELOPMENT (PD) AND APPROVING AN OUTLINE DEVELOPMENT PLAN (ODP) FOR THE PROPERTY KNOWN AS RIVERFRONT AT DOS RIOS, LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER BETWEEN HIGHWAY 50 AND HALE AVENUE

Recitals:

The Riverfront at Dos Rios Planned Development (PD) zoning and Outline Development Plan (ODP) was adopted with Ordinance 4849. Ordinance 4849 was amended by Ordinance 4922. Ordinance 4928 was amended by Ordinance 4982. Ordinance 4982 was amended by Ordinance 5061.

This amendment of the Planned Development (PD) zoning and Outline Development Plan (ODP) ~~(Ordinance 4982)~~ will ~~revise~~ **amend and restate** ~~specific sections of~~ **the Planned Development (PD)** zoning and Outline Development Plan established by Ordinance 5061 for the area known as The Riverfront at Dos Rios Development **as set forth in Ordinance 5061, Ordinance No. 4982, Ordinance 4928 and Ordinance No. 4849.**

In public hearings, the Planning Commission and City Council reviewed this amendment and determined that as proposed and as amended by and with the adoption of this Ordinance the 2024 PD and ODP satisfy the Grand Junction Zoning and Development Code and are consistent with the purposes and the intent of the Comprehensive Plan.

Furthermore, the Planning Commission found and recommended to the City Council that it find that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE LOTS AND ADDRESSED PARCELS DESCRIBED BELOW AND THOSE IN THE PLANNED DEVELOPMENT AND OUTLINE DEVELOPMENT PLAN BOUNDARIES, NONE OF WHICH HAVE EVER BEEN USED OR HELD FOR PARK OR OTHER GOVERNMENTAL PURPOSES BUT INSTEAD FOR REUSE/REDEVELOPMENT, ARE ZONED TO PLANNED DEVELOPMENT (PD) AS PROVIDED AND ESTABLISHED IN THIS ORDINANCE, WITH AND FOLLOWING THE SAME DEFAULT ZONE AND STANDARDS ESTABLISHED IN ORDINANCE **5061** ~~4982~~ EXCEPT AS SPECIFICALLY PROVIDED HEREIN:

A. This Ordinance applies to all property(ies), including but not limited to those specifically described as follows, in the Development Boundary depicted in Exhibit A and the ODP depicted in Exhibit B, each as amended:

Lot 1 and Lot 2 at Riverfront at Dos Rios Filing 5 located within Section 22 1S 1W recorded 6/9/22 at Reception Number 3034050 Mesa County Records Containing 4.44 acres; ~~All of Lots 6A and 6B at Riverfront at Dos Rios Filing Four containing 4.44 acres recorded 5/25/2021 at Reception Number 2982694~~;

Lots 1 through 5, 7 through 11, and Tract A of Riverfront at Dos Rios Filing 3 containing 99.67 acres recorded 9/16/2020 at Reception Number 2942736;

535 Hale Avenue: Lot 16 Riverfront at Dos Rios Filing One located within Section 22 and 23 1S 1W UM recorded 5/16/2019 At Reception number 2880032 Mesa County Records containing 4.20 acres;

2600 Riverside Parkway: Lot 1 Jarvis Subdivision Filing 1 located within Sections 15, 22 and 23 Township 1 South, Range 1 West UM recorded 2/21/2017 at Reception Number 2790938 Mesa County Records Containing 5.53 Acres; and

2600 Dos Rios Drive: Lot 12 Jarvis Subdivision Filing 3 located within Section 22 Township 1 South, Range 1 West UM recorded 3/23/2018 at Reception Number 2834555 Mesa County Records Containing 2.00 Acres; and

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the *Findings of Fact and Conclusions* listed in the Staff Report dated ____2024, including attachments and exhibits, all of which are incorporated by this reference as if fully set forth and all of which shall be admitted into the record of the adoption and approval of this Ordinance.

C. **The Phasing Development Schedule** ~~shall be per the validity standards of GJMC Section 21.02.080(n), as may be amended.~~ **within the Riverfront at Dos Rios Planned Development is established as follows:**

Pod	Portion of Site	Requirement	Expiration Date
1	MU/OR, MU-1, MU-2, MU-6A, MU-6B	First Planning Clearance or First Plat recorded within 3 years from date of approved PD ordinance.	December 2026
2	LI/C-1, LI/C-2, MU-5	First Planning Clearance or First Plat recorded within 5 years from date of approved PD ordinance.	December 2028
3	MU-3, MU-4,MU-7A, MU-7B,	First Planning Clearance or First Plat 7 years from date of approved PD ordinance.	December 2030

1. **Development and Phasing Schedule constitutes a deadline for which development of a portion within each Pod must commence. Once commenced the development of the pod shall be completed in accordance with the Phasing and Development Schedule. Should the Development and Phasing Schedule need to be extended, the City shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing thresholds.**
2. **The PD and ODP shall remain valid for any one pod so long as a portion of the pod has commenced to meet the requirements of the phasing schedule and has completed the requirements of the phasing schedule. If any pod fails to meet the requirements of the phasing schedule, the approval of the PD and ODP for the specific pod shall be considered lapsed.**
3. **Upon lapse of any pod's phasing and development schedule, the zoning of the lapsed pod will revert to the default standards of the BP Zoning District.**

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District as provided in GJMC and as may be amended.

E. The default zone shall be BP with the following deviations to the dimensional standards.

Primary Uses

Employment, Light Manufacturing, Multifamily, Retail, Commercial Services

Lot

Area (min. acres)	No Minimum except .5 in LI/C
Width (min. ft.)	25**
Frontage (min. ft.)	n/a

Setback	**Principal**		**Accessory**
Front (min. ft.)	0-10*		10
Side (min. ft.)	0		3
Rear (min. ft.)	0		5

Bulk

Lot Coverage (max.)	n/a
Height (max. ft.)	65 except 40 feet in Mixed Use Parcel 4
Density (min.)	12 units/acre

Density (max.)	No Max
Building Size (max. sf)	n/a

* Refer to the Architectural standards **in Section 2.B and 2.C.**

** Minimum lot area, lot width and lot frontage do not apply to single-family attached dwellings, two-family dwellings, or multifamily.

F. The allowed land uses shall be assigned by parcels as depicted in Exhibit B and summarized in the table below. Uses will be as defined and shall be consistent with GJMC Codes and Standards as amended.

G. The amendments modify the authorized use table and allows the following additional land uses in accordance with the table in this ordinance.

- **Office with Drive-Through in LI/C parcels only.**
- **All Indoor Recreation permitted in LI/C.**
- **Reclassify Bar/Nightclub to Alcohol Sales Retail permitted in MU, LI/C and MU-OR**
- **Drinking Establishments added to use, permitted in MU, LI/C and MU-OR**
- **Drive-Through Uses (Restaurants) in LI/C parcels only.**
- **Drive-Through Retail in LI/C parcels only.**
- **Greenhouse/Nursery Sales in LI/C parcels only.**
- **Mobile Food Vendor permitted in in MU and MU-OR**
- **Mobile Food Vendor Court permitted in in MU and MU-OR**
- **Rental Service, Indoor Display/Storage in MU and MU-OR parcels.**
- **Auto Mechanical Repair in the LI/C-2 parcel, east of Riverside Parkway only.**
- **Car Wash, Gasoline Service Station, Quick Lube in the LI/C-2 parcel, east of Riverside Parkway only.**

All Other Vehicle Service, Limited in the LI/C-2 parcel, east of Riverside Parkway only.

A= Allowed; C = Conditional Use; Blank= Not Allowed

As used in the table below, the following shall mean and refer to: MU – Mixed Use; LI/C – Light Industrial/Commercial; MU-OR – Mixed Use Outdoor Recreation; PR – Parks and Recreation

~~**ALLOWED LAND USE**~~				
~~Business Residence~~	~~A~~	~~A~~	~~A~~	
~~Multifamily~~	~~A~~			
~~Single Family Attached *~~	~~A~~			

Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A

ALLOWED LAND USE				
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		

Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
Office				
General Offices	A	A		
Recreation and Entertainment, Outdoor				
ALLOWED LAND USE				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community		A	A	
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A	A		
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and **Storage**				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and **Outdoor Storage**				
Assembly		A		

ALLOWED LAND USE				
Food Products		**A**		
Manufacturing/Processing		**A**		
Self-Service Storage				
Mini-Warehouse		**A****		
Industrial Services, Contractors and Trade Shops, Oil **and Gas Support Operations without Hazardous Materials**				
Research, Testing and Laboratory Facilities - Indoors (includes Marijuana Testing Facilities)		A**		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	**A**	A	A	**A**
Co-Location	A	A	A	**A**
Tower Replacement	A	A	A	A
Dual Purpose Facility	**A**	A	A	A
DAS and Small Cell Facilities	A	**A**	A	**A**
Base Station with Concealed Attached Antennas	**A**	**A**	A	A
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	**A**	A	A

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
RESIDENTIAL					
Household Living – residential occupancy of a dwelling unit by a "household"	Business Residence	A	A	A	
	Two-Family Dwelling				
	Single-Family Attached	A			
	Multifamily	A			
	Accessory Dwelling Unit				
	Agricultural Labor Housing				
	Manufactured Housing Park				
	All Other Household Living				
Home Occupation	Home Occupation	A	A	A	
Group Living – residential occupancy of a structure by a group of people who do not meet the definition of "Household Living"	Small Group Living Facility	A			
	Large Group Living Facility	A			
	Unlimited Group Living Facility	A			
	Fraternities/Sororities				
	Rooming/Boarding House	A			
	Other Group Living (e.g., dormitory style living)				

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
INSTITUTIONAL AND CIVIC					
Colleges and Vocational Schools – colleges and institutions of higher learning	Colleges and Universities	A	A		
	Vocational, Technical, and Trade Schools	A	A		
Community Service – uses providing a local service to the community	Community Activity Building	A	A	A	A
	All Other Community Service	A	A	A	A
Cultural – establishments that document the social and religious structures and intellectual and artistic manifestations that characterize a society	Museums, Art Galleries, Opera Houses, Libraries	A	A		
Day Care – care, protection and supervision for children or adults on a regular basis away from their primary residence for less than 24 hours per day	Home-Based Day Care (1 – 12)				
	General Day Care	A	A		
Detention Facilities – facilities for the detention or incarceration of people	Jails, Honor Camps, Reformatories				
	Community Corrections Facility				
	Law Enforcement Rehabilitation Centers				

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
INSTITUTIONAL AND CIVIC					
Hospital/Clinic – uses providing medical treatment or surgical care to patients	Medical and Dental Clinics	A	A		
	Counseling Centers (Nonresident)	A	A		
	Hospital/Mental Hospital	C	A		
	Physical and Mental Rehabilitation (Resident)	C			
	All Other	C	A		
Parks and Open Space – natural areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, etc.	Cemetery				
	Golf Course				
	Golf Driving Ranges				
	Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly – meeting area for religious activities	All	A	A	A	
Funeral Home/Mortuary	All				
Crematory	All				
Safety Services – public safety and emergency response services	All				
Schools – schools at the primary, elementary, middle, junior high or high school level	Boarding Schools	A			
	Elementary Schools	A			
	Secondary Schools	A			

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
INSTITUTIONAL AND CIVIC					
Utility, Basic – Infrastructure services that need to be located in or near the area where the service is provided	Utility Service Facilities (Underground)	A	A	A	A
	All Other Utility, Basic	A	A	A	A
Utility, Corridors – passageways for bulk transmitting or transporting of electricity, gas, oil, communication signals, or other similar services	Transmission Lines (Above Ground)	A	A	A	A
	Transmission Lines (Underground)	A	A	A	A
	Utility Treatment, Production or Service Facility	C	C	C	C
	All Other				
COMMERCIAL					
Entertainment Event, Major – activities and structures that draw large numbers of people to specific events or shows	Indoor Facilities	A	C		
	Outdoor Facilities	C	C	C	C
Lodging – hotels, motels, short-term rentals and similar establishments	Hotels and Motels	A	A	A	
	Short-Term Rentals	A	A	A	
Office – activities conducted in an office setting and generally focusing on business, government, professional, or financial services	General Offices	A	A		
	Office with Drive-Through		A_1		

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
COMMERCIAL					
Parking, Commercial – parking that is not necessary to serve a specific use and for which fees may be charged	All				
Recreation and Entertainment, Outdoor – large, generally commercial uses that provide continuous recreation or entertainment-oriented activities	Campgrounds	A		A	A
	Resort Cabins and Lodges	A		A	
	Swimming Pools, Community		A	A	
	Shooting Ranges, Outdoor				
	Amusement Park, Miniature Golf			A	
	Riding Academy, Roping or Equestrian				
	Zoo				
	All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor – large, generally commercial uses that provide indoor recreation or entertainment-oriented activities including health clubs, movie theaters, skating rinks, arcades	Health Club	A	A	A	
	Movie Theater, Skating Rink, Arcade	A	A		
	Shooting Ranges, Indoor				
	All Other Indoor Recreation	A	A		

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
COMMERCIAL					
Retail Sales and Service* – firms involved in the sale, lease or rental of new or used products to the general public. They may also provide personal services or entertainment or provide product repair or services for consumer and business goods.	~~Bar/Nightclub~~ **Alcohol Sales Retail**	A	A	A	
	Alcohol Beverage Production				
	Animal Care/Boarding/Sales, Indoor	A	A		
	Animal Care/Boarding/Sales, Outdoor				
	Delivery and Dispatch Services (Vehicles On-Site)				
	Drinking Establishment	A	A	A	
	Drive-Through Uses (Restaurants)		A		
	Drive-Through Retail		A		
	Food Service, Catering	A	A	A	
	Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
	Farm Implement/Equipment Sales/Service				
	Farmers' Market	A	A	A	
	Flea Market				
	Feed Store				
	Fuel Sales, Automotive/Appliance				
	Fuel Sales, Heavy Vehicle				
	General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
	General Retail Sales, Outdoor Operations, Display or Storage				
	Greenhouse/Nursery Sales		A		
	Manufactured Building Sales and Service				
	Mobile Food Vendor	A		A	
	Mobile Food Vendor Court	A		A	
	Produce Stands	A	A	A	

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
COMMERCIAL					
Retail Sales and Service* – firms involved in the sale, lease or rental of new or used products to the general public. They may also provide personal services or entertainment or provide product repair or services for consumer and business goods.	Regulated Cannabis Store				
	Rental Service, Indoor Display/Storage	A		A	
	Rental Service, Outdoor Display/Storage				
	Repair, Small Appliance				
	Repair, Large Appliance				
	Personal Services	A	A		
	All Other Retail Sales and Services	A	A	A	
Self-Service Storage	Mini-Warehouse		A		
Vehicle Repair – repair service to passenger vehicles, light and medium trucks and other consumer motor vehicles	Auto Mechanical Repair		A_2		
	Body Shop				
	Truck Stop/Travel Plaza				
	Tire Recapping and Storage				
	All Other Vehicle Repair				
Vehicle Service, Limited – direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed	Car Wash, Gasoline Service Station, Quick Lube		A_2		
	All Other Vehicle Service, Limited				

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
INDUSTRIAL					
Manufacturing and Production – firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods	*Indoor Operations and Storage*				
	Assembly		A		
	Food Products		A		
	Manufacturing/Processing		A		
	Marijuana Related Business				
	Indoor Operations with Outdoor Storage				
	Assembly		A		
	Food Products		A		
	Manufacturing/Processing		A		
	Marijuana Related Business				
	Outdoor Operations and Storage				
	Assembly				
	Food Products				
	Manufacturing/Processing				
	Marijuana Related Business				
	All Other Industrial Service, Including any Hazardous Occupancy per the International Fire Code or International Building Code				
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without hazardous materials	Indoor Operations and Storage				
	Indoor Operations and Outdoor Storage (Including Heavy Vehicles)				
	Outdoor Storage And Operations				
	Research, Testing and Laboratory Facilities – Indoors (Includes Marijuana Testing Facilities)		A_2		
Junk Yard	Junk Yard				
Impound Lot	Impound Lot				
Heavy Equipment Storage/Pipe Storage	All				

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
INDUSTRIAL					
Warehouse and Freight Movement – firms involved in the storage or movement of freight	Indoor Operations, Storage and Loading				
	Indoor Storage with Outdoor Loading Docks				
	Outdoor Storage or Loading				
	Gas or Petroleum Storage				
	Sand or Gravel Storage				
	All Other				
Waste-Related Use – uses that receive solid or liquid wastes from others, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material	Non-Hazardous Waste Transfer Station				
	Medical/Hazardous Waste Transfer Station				
	Solid Waste Disposal Sites				
	Recycling Collection Point				
	All Other Waste-Related				
Wholesale Sales – firms involved in the sale, lease or rental of products primarily intended for industrial, institutional or commercial businesses	Wholesale Business (No Highly Flammable Materials/Liquids)				
	Agricultural Products				
	All Other Wholesale Uses				

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
INDUSTRIAL					
Agricultural	Animal Confinement				
	Dairy				
	Confined Animal Feeding Operation, Feedlot				
	Forestry, Commercial				
	Marijuana Related Business				
	Pasture, Commercial				
	Winery				
	All Other Agriculture				
Aviation or Surface Passenger Terminal – facilities for the landing and takeoff of flying vehicles or stations for ground-based vehicles, including loading and unloading areas	Airports/Heliports				
	Bus/Commuter Stops	A	A	A	A
	Bus/Railroad Depot				
	Helipads				
	All Other Aviation or Surface Passenger Terminal				
Mining – mining or extraction of mineral or aggregate resources from the ground for off-site use	Oil or Gas Drilling				
	Sand or Gravel Extraction or Processing				
	All Other Mining				

USE CATEGORY	PRINCIPAL USE	MU	LI/C	MU-OR	PR
Telecommunications Facilities – devices and supporting elements necessary to produce nonionizing electromagnetic radiation operating to produce a signal	Facilities on Wireless Master Plan Priority Site When Developed in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
	Temporary PWSF (e.g., COW)	A	A	A	A

	Co-Location	A	A	A	A
	Tower Replacement	A	A	A	A
	Dual Purpose Facility	A	A	A	A
	DAS and Small Cell Facilities	A	A	A	A
	Base Station with Concealed Attached Antennas	A	A	A	A
	Base Station with Non-Concealed Attached Antennas	C	C	C	C
	Tower, Concealed	C	C	C	C
	Tower, Non-Concealed				
	Broadcast Tower				

* Single Family Attached. A one-family dwelling attached to one or more other one-family dwelling by common walls and located entirely on its own lot.
~~** Only allowed in LI/C East of Riverside Parkway~~

A_1 Only allowed in LI-C-1 and LI-C2.

A_2 Only allowed in parcel LI-C2, east of Riverside Parkway.

~~G.~~ **H.** DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios have been constructed, and access controlled so as to allow and encourage on-street parking on both sides of the street. ~~Combined~~, As constructed there are no fewer than 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized.

   Mixed Use Parcels 3 and 4: No Parking Requirement

   All Other parcels: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided under 21.06.050(e)(e).

2. Off-street parking for ~~multifamily or mixed-use development~~ **development in Mixed Use parcels** shall not be located in the front yard ~~setback~~ **along the street frontage**. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail **except as follows:**

a. Parking will be allowed in the front yard and along the street frontage with no limitations if the street frontage abuts Riverside Parkway; or where a frontage abuts traffic circles or;

b. For lots that contain more than one front yard, parking will be allowed in the front yard(s) and along multiple street frontages if one of the following conditions are met.

i. Parking in the front yard shall be limited to only one frontage. Or:

ii. Parking shall be permitted on multiple frontages:

A. Limited on each individual street frontage to not more than 150 feet or 50% (whichever is greater)

B. Limited to 50% of the cumulative frontage

iii. Parking lot islands, end islands, and entrance drive-aisles shall not count against the allowed parking in the front yard and along the street frontage as permitted by 2.b.ii.

iv. To exceed standards in 2.b.ii, a public amenity shall be provided to allow more linear feet of frontage for parking. For every 9 feet of usable public space or usable landscape buffer, one additional

parking space can be provided along the front yard. Parking space shall be buffered as provided by GJMC 21.07. Public amenity shall be in front of parking space. Usable public space or usable landscape buffer is defined as a place that is open and accessible to the public. Public amenities shall be geared towards pedestrian and transit and shall include both hardscape features and landscaping. It shall include different features, which distinguish it from sidewalk. Hardscape features and materials for usable public space or usable landscape buffer include, but are not limited to the following:

- **Benches, Tables, or Chairs**
- **Transit pullouts**
- **Planters**
- **Bike Racks**
- **Trash Cans**
- **Pedestrian Lighting**
- **Newsstands**
- **Mailboxes**
- **Water**
- **Calisthenics Parks (Outdoor gym)**
- **Pocket Park**
- **Shade structures**
- **Transit shelters**
- **Water features**
- **Arts/sculptures**
- **Banners, hanging basket.**

v. Landowner/developer may select among these, and other appropriate (as approved by Director) hardscape features to install in the public space.

3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

On-site landscaping shall be per B-P requirements of GJMC 21.06.040, as may be amended unless otherwise provided herein. The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot-wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is less than 10 feet.

2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c), as may be amended.

3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.

4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040**(b)**~~(c)~~(5), as may be amended

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented to the side or rear of principal structures so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

4. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

5. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h), as may be amended Acceptable screening consists of any combination of fences, walls, berms, and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

6. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3), as may be amended.

7. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either architectural metal panel, wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.

3. The maximum height of any fence in the Light Industrial/Commercial parcels and Mixed-Use parcels that abut Riverside Parkway is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.

4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.

a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 15 feet in height.

b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).

c. Outdoor lighting for mixed use and industrial parcels is encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.

d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic, or pedestrian features with the intent of providing accent and interest or to help identify entryways.

2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.

a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.

b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.

c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation parcels.

2. Monument signs shall be located no closer than 2 feet from the front property line.

3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed-Use Parcels 1, 2 and 3 all Parks and Recreation parcels. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Parcel 4.

4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed-Use Outdoor Recreation and Light Industrial/Commercial

parcels. The maximum size for any sign in these areas is 50 square feet.

5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.

7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed-Use parcel, signs are encouraged to only be lighted during business hours.

8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.

9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

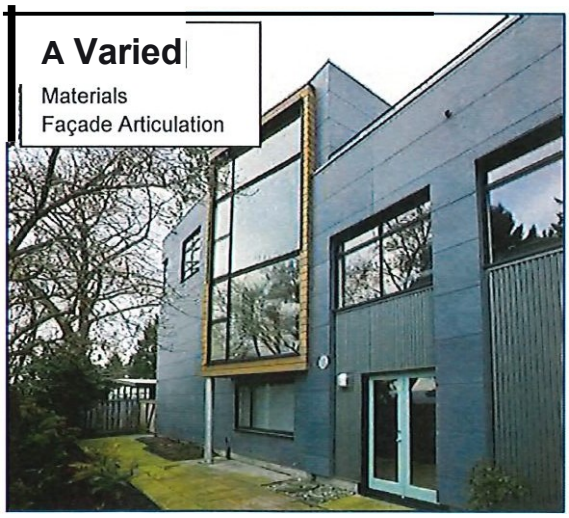
It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

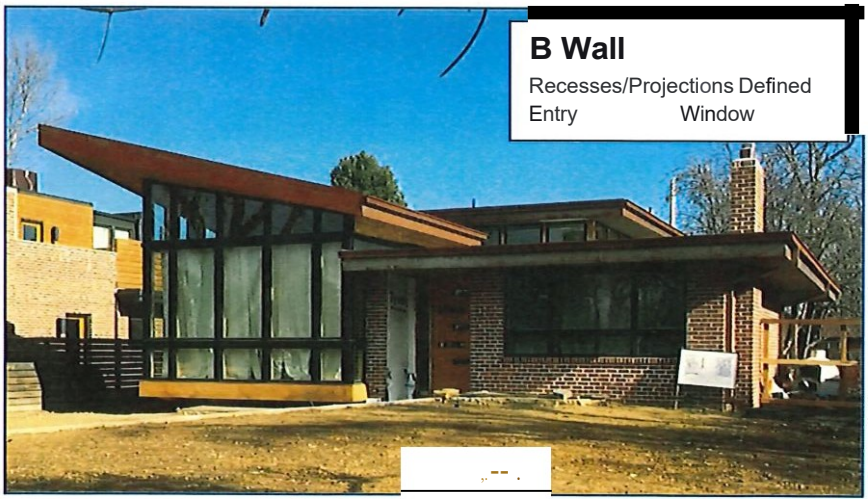
A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below. Structures incorporating shipping containers (also known as steel intermodal containers) are also required to incorporate at least four of the following elements.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.
2. Facade articulation/modulation such as recessed and projecting elements or defined, smaller bays.
3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.
4. Wall recesses or projections that break up scale and massing.
5. Defined entry: facade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.
6. Window sizes and shapes which break up the fa9ade and provide visual variety and a pedestrian character
7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.
8. Other architectural details that provide visual interest such as:
    - use of accent colors
    - awnings or porticoes

- other variations in materials, details, surface relief and texture.

9. Building(s) on the site utilize renewable energy sources or passive solar.

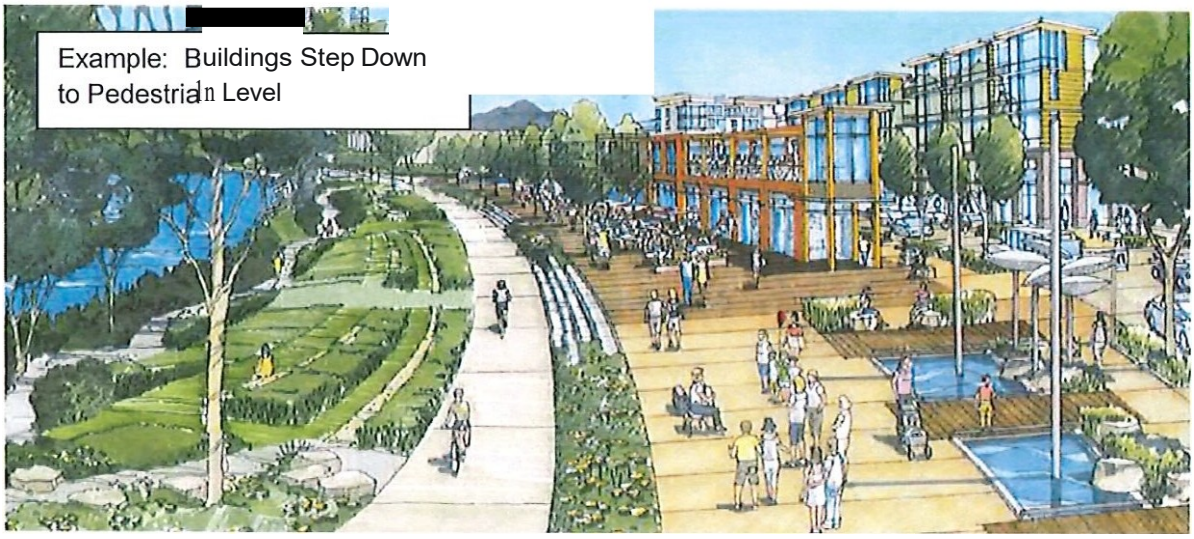


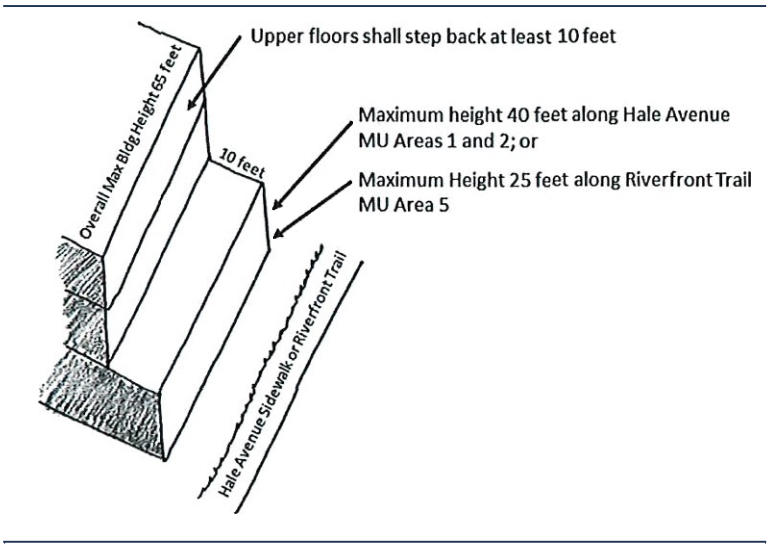


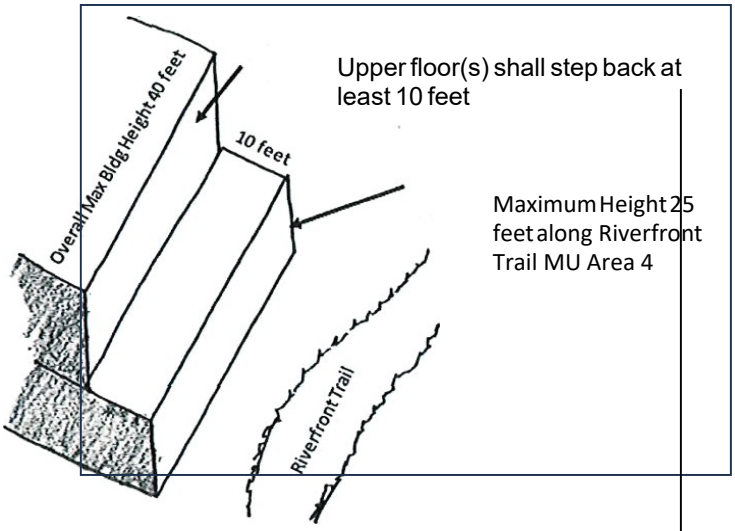
B. Buildings abutting Hale Avenue in Mixed Use Parcels 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed-Use Parcels 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the facade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.







E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed-Use parcels shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed-Use Parcel 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facade.

EXHIBIT A

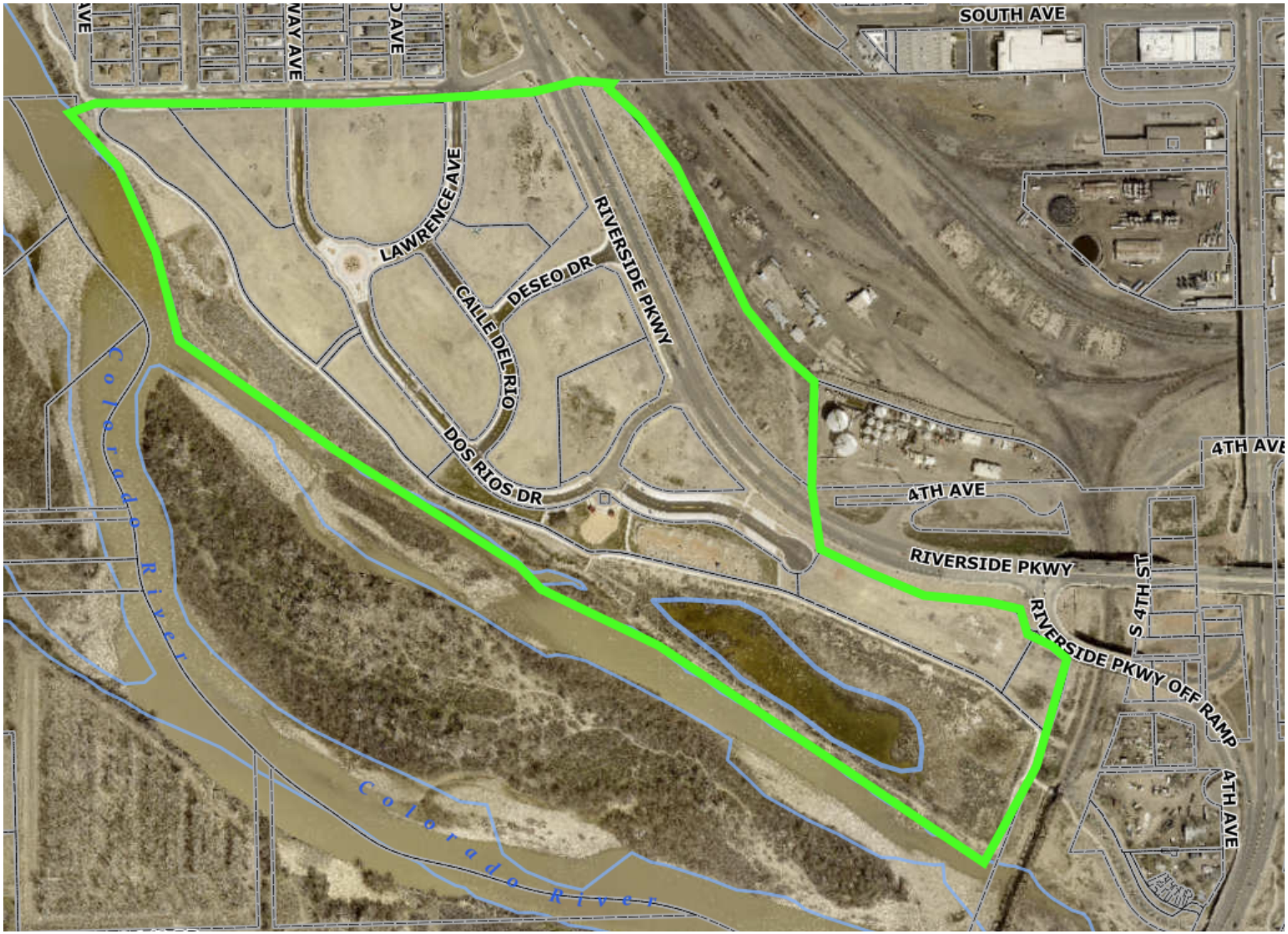


Figure 1. Existing boundaries outlined in green.

EXHIBIT B



Figure 2. PD land use designations.

Grand Junction Planning Commission

Regular Session

Item #6.b.iii.

Meeting Date: February 21, 2024

Presented By: Niki Galehouse, Planning Supervisor

Department: Community Development

Submitted By: Niki Galehouse, Planning Supervisor

Information

SUBJECT:

An Ordinance to Rezone 17.37 Acres from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) Located at 2428 H Road

RECOMMENDATION:

Planning Commission heard this item at the January 23, 2024 meeting and voted (6 to 0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Vista 5, LLP requests a rezone of 17.37 acres from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) located at 2428 H Road. The requested R-5 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated along the north side of H Road approximately 1/4 of a mile east of 24 Road. The property is currently vacant. The property was annexed by the City in 2019, at which time the site was zoned R-1 (Residential – 1 du/ac). During the annexation process, the former property owner requested a zone district of R-4 (Residential – 4 du/ac), which implemented the 2010 Comprehensive Plan designation of Residential Medium Low (2 – 4 du/ac). In December 2020, the 2020 One Grand Junction Comprehensive Plan was adopted by the City, and the subject property was provided with a future land use designation of Residential Low (2 – 5.5 du/ac). The future land use map, as adopted, does not support the R-1 zone district for either future land use designation. This property is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan, supporting the request to intensify land use through redevelopment in this area. The “Residential Low” land use designation

within this category is implemented through zone districts comprising varying housing types and lot sizes and designed to provide a transition between the less-developed edges of the City and the denser urban areas.

The purpose of the R-5 (Residential – 5 du/ac) zone district is to provide for medium-density detached and attached dwellings and multifamily in areas where large-lot development is discouraged and adequate public facilities and services are available. The R-5 district supports the Comprehensive Plan principles of concentrating urban growth and reinforcing community centers.

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

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

The properties adjacent to the subject property to the north, west, and south are still in the County with a zoning of AFT (Agricultural, Forestry, Transitional), which provides for a maximum density of 1 lot per 5 acres. The properties to the west have a City land use designation of Residential Low, while the property to the north is not within the Persigo boundary and is not contemplated for annexation into the City. The properties to the east and south are also still in the County with a zoning of RSF-E (Residential Single Family – Estate) with a City land use of Rural Residential to the east and Residential Low to the south.

A note about the implementation of the Zoning & Development Code Update: Upon effectiveness on January 21, 2024, the R-5 zone district will transition to RL-5 (Residential Low - 5), and the development rights under the zone district will be as found in the new Zone District and Dimensional Standards. As this application was received prior to the effective date of this update, the analysis that follows is pursuant to the previous/existing Zoning & Development Code language.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held via Zoom on Thursday, August 17, 2023, 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 12 neighbors. The owner’s representative provided an overview of the proposed development and the reason for the rezone. There was significant discussion on the project's impacts and how these would be managed. Residents in the area had questions about the type of development proposed, why the R-E, R-1, and R-2 zone districts were discarded, what the applicant hoped to achieve with the R-5 zoning, and what the anticipated price range was of the development. The discussion touched on the difference between the areas east and west of 24 Road, highlighting that the east was not compatible with this intensity of development.

Notice was consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with a new application sign on November 29, 2023. Mailed notice of the public hearings before the 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 1, 2023. The notice of this public hearing was published on December 3, 2023, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between December 5, 2023, and December 11, 2023, through the GJSpeaks platform.

This item was continued from the December 12, 2023, Planning Commission meeting; notice was provided to meet all requirements associated with the new public hearing date. The property sign remained posted through the interim of the hearings. Updated notification cards were sent to surrounding property owners within 500 feet of the subject property on January 12, 2024. The notice of this public hearing was published on January 14, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between January 16, 2024, and January 22, 2024, through the GJSpeaks platform.

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 owners have requested to rezone the property to R-5, which is compatible with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac). During the 2020 One Grand Junction Comprehensive Plan update, the land use designation on the property was changed from Residential Medium Low (2 – 4 du/ac) to Residential Low (2 – 5.5 du/ac). This process included extensive public engagement, guided by a steering committee, and the plan change was recommended by the Planning Commission and adopted by City Council. The change in the designation not only supported the minimum density of the property to remain unchanged, but demonstrated the community vision for this area to develop at an overall range that increased, with the maximum now reaching 5.5 du/ac. The current zoning of R-1 (Residential – 1 du/ac) is not supported by the Comprehensive Plan to implement either the Residential Medium Low or the Residential Low land use. While the property owner could still develop using the R-1 zone district, the requested zoning of R-5 implements the Residential Low future land use designation. Staff finds that this criterion has been met.

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

The adoption of the Comprehensive Plan in 2020, designated this property as Residential Low (2 – 5.5 du/ac). The Applicant is requesting an allowable zone district that is consistent with the higher end of the density range allowed by the Residential Low category. The character and/or condition of the area has not changed in recent years as the adjacent residential properties are currently large acreage and have not yet been fully developed. However, the requested zone district is compatible with the Comprehensive Plan designation. Staff cannot identify any apparent change of character and/or condition, and 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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-5 zone district. Ute Water is presently available to the site along H Road. The property is within the Persigo boundary, with adequate capacity for development and infrastructure that is proximate and can be extended to the property. The property can be served by Xcel Energy natural gas and Grand Valley Power electricity. Appleton Elementary School is about 6/10 mile to the west, and Canyon View Park is located approximately a mile to the southwest. Further to the south along Patterson Road are commercial retail centers that include Mesa Mall, offices, convenience stores with gas islands, restaurants, commercial businesses, and a grocery store. Community Hospital is also nearby on G Road.

The area is currently served by Fire Station #3, providing estimated response times of six to eight minutes from the time of dispatch for an emergency call for service, which is longer than the National Fire Protection Association response time standards. However, the property has been acquired, and a new fire station, future #7, has been included in the capital budget for 2024.

In general, staff has found public and community facilities are adequate to serve the type and scope of the residential land use proposed. As such, staff finds this criterion has been met.

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

There is minimal property north of I-70 that has been incorporated into the City west of 26 Road. What does exist in this area is commercial in the 24 Road Corridor and a mix of R-4 and R-8 zone districts. Looking further out from this, there are approximately 100 acres of R-5 zoning between 24 ½ Road and 25 ½ Road along G Road. The R-5 zone district is prevalent east of Horizon Drive. Therefore, Staff finds this criterion has not been met.

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

The community and area may benefit from this proposed request. The requested zone provides an opportunity for housing within a range of density consistent with the Comprehensive Plan in this area to meet the growing community's needs. However, Plan Principle 3 and the Tiered Growth Plan provide that growth be carefully guided, prioritizing infill & redevelopment. The subject property is located on the periphery of the urban service boundary, the Persigo 201 service area, and the service area for the nearest fire station. Surrounding properties are outside the 201 boundary in addition to being outside the city limits. While the existing R-1 zone district does not implement the Comprehensive Plan, the R-5 request may not be the most appropriate zone district to strike the balance desired by the Comprehensive Plan to reach appropriate benefits. Therefore, Staff finds that this criterion has not been met.

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

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

- Land Use Plan: *Relationship to Existing Zoning*

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.

The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Low. As outlined in the background section of this staff report, the R-5 zone district implements the Residential Low designation.

- Plan Principle 1: *Collective Identity*

Where We Are Going – The narrative associated with the future of the City's identity strongly focuses on retaining character as growth continues. An important part of the community's culture comes from its agricultural roots. It's important to respect these and ensure maximum compatibility and appropriate transitions from long-term agricultural zones to more dense urban settings.

The proposed rezone is on the edge of the Urban Development Boundary and isolated in the Persigo 201 service area. The properties to the north are outside the City's Urban Development Boundary, while the remaining properties on the perimeter are within the boundary but outside the Persigo 201 service area. While

the request to increase density on the property is one of two implementing zone districts of the Comprehensive Plan, the request for an R-5 zone district may not be the most appropriate zone district to strike the balance between growth and maintaining a sense of place as contemplated by this principle.

- Plan Principle 3: *Responsible and Managed Growth*

Where We Are Today (and Where We Are Going) – The One Grand Junction Comprehensive Plan raises concerns about a waning supply of attainable housing combined with a limited supply of land that has existing infrastructure available. Priority has been placed on infill and redevelopment projects to move forward effectively and manage growth.

How We Will Get There – The policies in this principle address the manner in which growth must happen within the city. One such policy is to support a compact growth pattern and encourage the efficient use of land through the Zoning & Development Code (ZDC). The ZDC is currently undergoing an update to implement the 2020 One Grand Junction Comprehensive Plan and identify ways to prioritize this type of development. An example of this particularly comes into play with the revisions to the multifamily component of the R-5 zone district, which limits this to no more than four units per structure to maximize compatibility. One of the concerns that is typically brought up about the R-5 zone district is the allowance of multifamily, despite the fact that the district is rarely developed as anything other than single-family detached dwellings. The proposed ZDC amendment considers this and seeks to create a resolution.

- Plan Principle 4: *Strong Neighborhoods and Housing Choices*

Where We Are Today (and Where We Are Going) – Housing within the City of Grand Junction is in crisis. The majority of the existing stock is single-family homes, with little other product types. This principle outlines how, in the decade preceding its adoption, the city saw an increase of over 70 percent in the cost of for-sale housing, and more than 50 percent of renters are cost-burdened. To address these issues, more units are needed, and those units must be diverse. The development should be high quality, focusing on development near amenities and with high levels of walkability and bikeability. Neighborhoods should be strengthened not only through the creation of third places where people can interact, such as cafés, parks, trails, and restaurants, but also through diverse and interspersed housing options.

How We Will Get There – Since the adoption of the Comprehensive Plan, approvals for multifamily developments have increased, with hundreds of apartment units being approved. However, the ‘missing middle’ housing type – duplexes, triplexes, townhomes, and other non-traditional multifamily products, have been pursued in insignificant quantities. The R-5 zone district, both as it exists and with proposed changes, allows for those housing options to be built. The 2020 One Grand Junction Comprehensive Plan encourages a variety of housing types, which can assist in increasing density while maintaining neighborhood character. The subject property is

close to an elementary school, ¼ mile from the 24 Road Corridor, including access to Canyon View Park and the retail centers near Highway 6 & 50, while also being only ½ mile from I-70, providing ease of access to nearby communities. It is also located less than ¼ mile from an active transportation corridor, providing access to the City's multimodal facilities despite being in a more remote area of the city.

- Plan Principle 8: *Resource & Stewardship*

How We Will Get There – Part of properly managing the City's resources and being good stewards of the environment is to promote sustainable development. This can be done by maximizing existing infrastructure. The subject property is located along an improved right-of-way with existing water lines available to the site. Sanitary sewer would need to be brought to the site, but it is in close proximity.

- Intensification and Tiered Growth Plan

Tier 2: Suburban Infill – Tier 2 is intended to apply to areas of the City that are urbanizing or close to urbanizing areas. The area immediately surrounding the subject property is not currently urbanizing. However, the property is close to the 24 Road Corridor, which is seeing significant growth. Development in this area is anticipated to "provide development opportunities while minimizing the impact on infrastructure and City services."

The need for housing in the City of Grand Junction is clearly outlined in the Comprehensive Plan. This need encompasses not only attainable housing but a variety of housing options, including those that could be provided through the requested rezone. The Comprehensive Plan designation of Residential Low for the subject property indicates that any of the implementing zone districts (R-4, R-5, or CSR) will "provide a transition between the open, less dense edges of Grand Junction and the denser urban areas toward the city's center."

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Vista Five Rezone request, for a rezone from R-1 (Residential – 1 du/ac) to R-5 (Residential 3 – 5.5 du/ac) located at 2428 H 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.

The Planning Commission heard this request at the January 23, 2024, meeting. There was discussion regarding the changes to the Comprehensive Plan and the Zoning & Development Code, which eliminated the R-1 (Residential - 1 du/ac) zone district, as well as the impact on the neighborhood and the implementation of the adopted

Comprehensive Plan. Planning Commission recommended (6 to 0) approval of the request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No.5202, an ordinance rezoning 17.37 acres located at 2428 H Road from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) on final passage and ordered final publication in pamphlet form.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Site Maps & Photos
3. Neighborhood Petition
4. 2428 H Road PC Public Comment
5. Planning Commission Minutes - 2024 - January 23 - DRAFT
6. 2428 H Road CC Public Comment_02.01.24
7. ORD-2428 H Road Zoning 20240126

CITY OF Grand Junction COLORADO

PUBLIC WORKS & PLANNING

Development Application

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

Petition For: Rezone

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

Existing Land Use Designation: Residential Low

Existing Zoning: R-1

Proposed Land Use Designation: Residential Low

Proposed Zoning: R-5

Property Information

Site Location: 2428 H Road, Grand Junction, CO 81505

Site Acreage: 17.37 Acres

Site Tax No(s): 2701-283-04-001

Site Zoning: R-1

Project Description: To rezone from R-1 to R-5

Property Owner Information

Name: Vista 5, LLP

Street Address: 516 Dove Court

City/State/Zip: Grand Junction, CO 8

Business Phone #: 970-210-6324

E-Mail: porterhomes@live.com

Fax #:

Contact Person: Nate Porter

Contact Phone #: 970-210-6324

Applicant Information

Name: Same as Owner

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name: River City Consultants, Inc.

Street Address: 215 Pitkin Ave. #201

City/State/Zip: Grand Junction, CO 8

Business Phone #: 970-241-4722

E-Mail: tstates@rccwest.com

Fax #: tvalentine@rccwest.com

Contact Person: Tracy States / Taylor Valentine

Contact Phone #: 970-241-4722

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: Tracy States — Digitally signed by Tracy States Date: 2023.08.14 09:40:23 -06'00'

Date: August 14, 2023

Signature of Legal Property Owner:

Date:

General Project Report

VISTA 5, LLP Rezone
2428 H Road, Grand Junction, CO
Parcel No. 2701-283-04-001

August 14, 2023

Prepared for:

City of Grand Junction

250 N. 5th Street

Grand Junction, CO 81501

Prepared by:

215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

A. Project Description

1) Location: The project is located at 2428 H Road (Parcel No. 2701-283-04-001).

2) Acreage: The subject parcel contains approximately 17.37 acres.

3) Proposed Use: This submittal is for the Rezoning of the parcel from R-1 to R-5. The future land use is Residential Low (2 – 5.5 DU/AC). The proposed R-5 zoning (3 – 5.5 DU/AC) meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current R-1 zoning does not implement the 2020 Comprehensive Plan.

It should be pointed out that this is a resubmittal for rezoning. A submittal was made back in 2022 with the same request. After careful consideration, the applicant withdrew the rezone request prior to the City Council Hearing, in anticipation of the results of similar applications in the neighborhood. Since the withdrawl of the application, the Apple Glen West annexation and zoning to R-5 has been completed. The Apple Glen West property lies less than one mile to the west of the subject parcel, adjacent to the north of Appleton Elementary School.

B. Public Benefit

The proposed Rezone would allow for a range of 53 to 95 dwelling units on the parcel, meeting a need to keep up with growth and demand for housing.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on Thursday, August 17, 2023. A summary of the meeting is included with this submittal. Another neighborhood meeting will be required prior to Preliminary/Final Subdivision submittal, should the rezone request be approved.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The R-5 zoning is an appropriate district for the Residential Low category of the Comprehensive Plan. Since the adoption of the 2020 Comprehensive Plan, this neighborhood is continuing to transition with new properties developing at R-4, R-5, and R-8 zonings. R-8 zoning is implemented by the next category of Residential Medium and is not applicable to this project.

2) Land use in the surrounding area:

The uses contained within the surrounding area include large lot/agricultural and low density residential. Appleton Elementary School is located ½ mile to the west.

3) Site access and traffic patterns:

Not applicable for this submittal.

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

The subject parcel is served by the following:

Ute Water
City of Grand Junction Sewer
Grand Valley Irrigation Company
Xcel Energy
Grand Valley Power
City of Grand Junction Fire – Station 3
Spectrum/Charter
CenturyLink/Lumen

A Fire Flow Form will be obtained when development is contemplated.

5) Special or unusual demands on utilities:

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

6) Effects on public facilities:

The Rezone will have no adverse effect on public facilities.

7) Hours of operation:

Typical of residential development.

8) Number of employees:

Not applicable.

9) Signage:

Not applicable.

10) Site Soils Geology:

Not applicable.

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

None are anticipated.

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

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

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

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

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

(ii) Compliance with this zoning and development code.
The Rezone request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.
There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.
All public facilities and utilities will be available concurrent with the rezoning of this property.

(v) Received all applicable local, State and federal permits.
All applicable permits will be obtained for this project.

Section 21.02.140 Code amendment and rezoning:

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

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

The proposed Rezone request to the R-5 zone districts will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The current R-1 zoning does not implement the plan.

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

The amendment would allow the continuation of low density, attainable, quality housing in Grand Junction and is consistent with the Comprehensive Plan.

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

Public and community facilities are existing and adequate and will support low density residential development.

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

This parcel of land is adequately serviced by utilities and roadways. Sewer will have to be extended ¼ mile from the east. There is an inadequate supply of low-density development parcels that conform with the 2020 Comprehensive Plan in this area.

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

The area will benefit with the development of low-density residential development and the extension of services.

F. Development Schedule

Not applicable for this submittal.

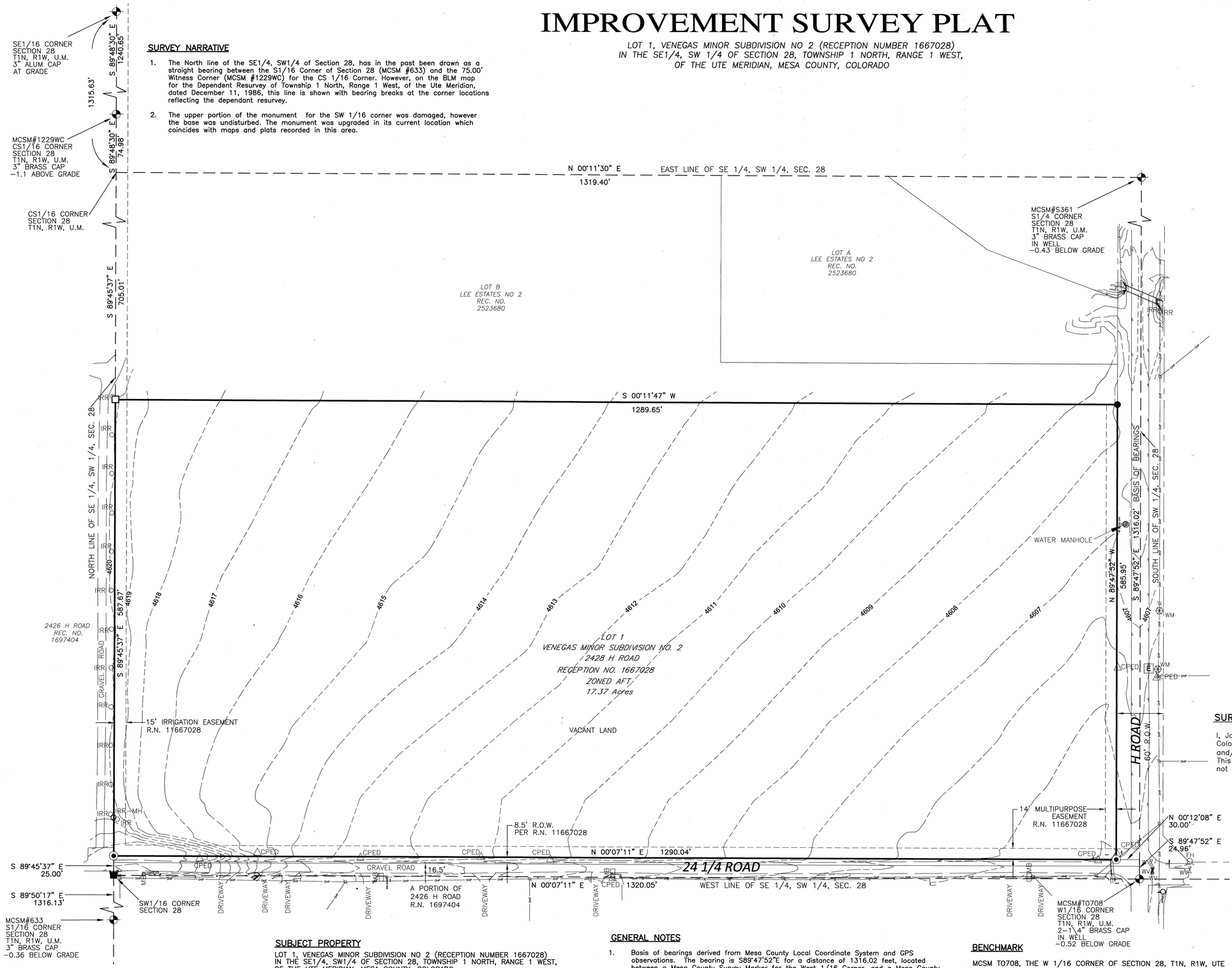
IMPROVEMENT SURVEY PLAT

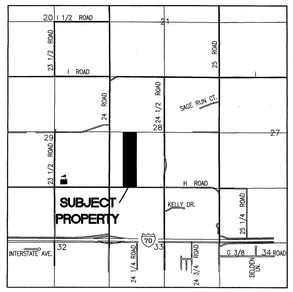
LOT 1, VENEGAS MINOR SUBDIVISION NO 2 (RECEPTION NUMBER 1667028)
IN THE SE1/4, SW 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, MESA COUNTY, COLORADO

SURVEY NARRATIVE

1. The North line of the SE1/4, SW1/4 of Section 28, has in the past been drawn as a straight bearing between the S1/16 Corner of Section 28 (MCSM #633) and the 75.00' Witness Corner (MCSM #1229WC) for the CS 1/16 Corner. However, on the BLM map for the Dependent Resurvey of Township 1 North, Range 1 West, of the Ute Meridian, dated December 11, 1986, this line is shown with bearing breaks at the corner locations reflecting the dependant resurvey.

2. The upper portion of the monument for the SW 1/16 corner was damaged, however the base was undisturbed. The monument was upgraded in its current location which coincides with maps and plats recorded in this area.





VICINITY MAP

0' 60' 120' 180'

HORIZONTAL SCALE: 1" = 60'
ALL LINEAL UNITS ARE EXPRESSED AS U.S. SURVEY FEET

LEGEND AND ABBREVIATIONS

⊕	MESA COUNTY SURVEY MARKER
●	FOUND 5/8" REBAR WITH 1.5" ALLOY CAP MARKED LS-17485, -0.3 BELOW GROUND
⊙	SET NAIL AND 1 1/2" BRASS TAG MARKED PLS-38428, IN ASPHALT
□	SET No. 5 REBAR & 2" ALLOY CAP MARKED PLS-38428, ABOVE GRADE
■	SET No. 6 REBAR & 3 1/4" ALLOY CAP MARKED PLS-38428, 0.5' ABOVE GRADE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT-OF-WAY
R.N.	RECEPTION NUMBER
PG	PAGE
LS	PROFESSIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	RANGE
R.O.W.	RIGHT-OF-WAY
S.F.	SQUARE FEET
ST	STREET
T	TOWNSHIP
U.M.	UTE MERIDIAN
WM	WATER METER
FH	FIRE HYDRANT
WV	WATER VALVE
W	BURIED WATER LINE
SS	BURIED SANITARY SEWER LINE
	EXISTING EDGE OF ASPHALT PAVEMENT
	SANITARY SEWER MANHOLE
E	ELECTRICAL VAULT
CPED	COMMUNICATIONS PEDISTALE
IRR	IRRIGATION CONTROL VALVE
MB	MAILBOX

SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

EXECUTED this 4th day of MARCH, 2019

COLORADO LICENSED JAMES A. MCKEW 38428 PROFESSIONAL LAND SURVEYOR

James A. McKew
Professional Land Surveyor
P.L.S. No. 38428

LAND SURVEY DEPOSIT NO. 5744-19

DEP. BOOK 1 PAGE 170 FILING DATE: 3/12/2019

SUBJECT PROPERTY

LOT 1, VENEGAS MINOR SUBDIVISION NO 2 (RECEPTION NUMBER 1667028) IN THE SE1/4, SW1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE UTE MERIDIAN, MESA COUNTY, COLORADO

NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S89°47'52"E for a distance of 1316.02 feet, located between a Mesa County Survey Marker for the West 1/16 Corner, and a Mesa County Survey Marker for the the South 1/4 Corner of Section 28, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.

2. Title information is from Mesa County Real Property Records, and the title policy by Land Title Guarantee Company, Commitment No. GJR65034974-8, Commitment Date 07/06/2018.

BENCHMARK

MCSM T0708, THE W 1/16 CORNER OF SECTION 28, T1N, R1W, UTE MERIDIAN, ELEVATION = 4604.15 (NAVD 88) AS DETERMINED BY GPS USING THE MESA COUNTY COORDINATE SYSTEM.

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

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

IMPROVEMENT SURVEY PLAT
LOT 1, VENEGAS MINOR SUBDIVISION NO 2

FOR STEVE HEJL

IN THE SE 1/4, SW 1/4 SECTION 28, T1N, R1W OF THE UTE MERIDIAN, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JAM	JAM	JLG	B8417		1

File Name: C:\PROJECTS\B8417\B8417-ISP.DWG | Date 2/15/19 | Of 1

DEPOSIT 5744-19

LEGAL DESCRIPTION

LOT 1 OF VENEGAS MINOR SUBDIVISION NO. 2, COUNTY OF MESA, STATE OF COLORADO.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) VISTA 5, LLP ("Entity") is the owner of the following property:

(b) 2428 H Road, Grand Junction, CO 81505

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

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

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

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

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

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

(e) None

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

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

Signature of Entity representative: _____

Printed name of person signing: Nathan Porter, Member

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 17th day of August, 2023

by Nathan Porter, Member

Witness my hand and seal.

My Notary Commission expires on 11/06/2026

TRACY A STATES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064045541
MY COMMISSION EXPIRES NOVEMBER 6, 2026

Tracy A. States
Notary Public Signature

RECEPTION#: 3038499, at 7/22/2022 8:17:49 AM, 1 of 1
Recording: $13.00, Doc Fee $65.00 Tina Peters, Mesa County, CO. CLERK AND RECORDER

Land Title GUARANTEE COMPANY

State Documentary Fee
Date: July 20, 2022
$65.00

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **ALEX CHAFFETZ**, whose street address is **PO BOX 2123, GRAND JUNCTION, CO 81502**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado** , for the consideration of (**$650,000.00**) ***Six Hundred Fifty Thousand and 00/100*** dollars, in hand paid, hereby sell(s) and convey(s) to **VISTA 5, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP**, whose street address is ~~2376 K ROAD, Grand Junction, CO 81505~~ ***516 DOVE COURT, GRAND JUNCTION, CO 81507, City or Town of **Grand Junction**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of Colorado, to wit:

LOT 1 OF VENEGAS MINOR SUBDIVISION NO. 2, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **2428 H RD, GRAND JUNCTION, CO 81505**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **July 20, 2022**.

ALEX CHAFFETZ

State of **Colorado**)
)ss.
County of **MESA**)

The foregoing instrument was acknowledged before me on this day of **July 20th, 2022** by **ALEX CHAFFETZ**

Witness my hand and official seal

My Commission expires: 11-15-25

Notary Public

JULIANNA MCNEILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19934017213
My Commission Expires November 15, 2025

County of Mesa

When recorded return to: **VISTA 5, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP**
~~2376 K ROAD, Grand Junction, CO 81505~~ ***516 DOVE COURT, GRAND JUNCTION, CO 81507

RECEPTION#: 3049214, at 11/14/2022 2:12:34 PM, 1 of 1
Recording: $13.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:
VISTA 5, LLP.
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Limited Liability Partnership.

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

The mailing address for the entity is: 516 Dove Court
Grand Junction, CO 81507.

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
Thomas Bell, Member, OR, Michael Bell, Member, OR, Nathan Porter, Member.

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows):
not limited.

Other matters concerning the manner in which the entity deals with interests in real property:

Executed this 3rd day of November, 2022.

Signature (Type or Print Name Below)

Nathan Porter, Member

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 3rd day of November, 2022, by Nathan Porter (insert name of individual) as Member (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for VISTA 5, LLP (insert name of corporation or LLC).

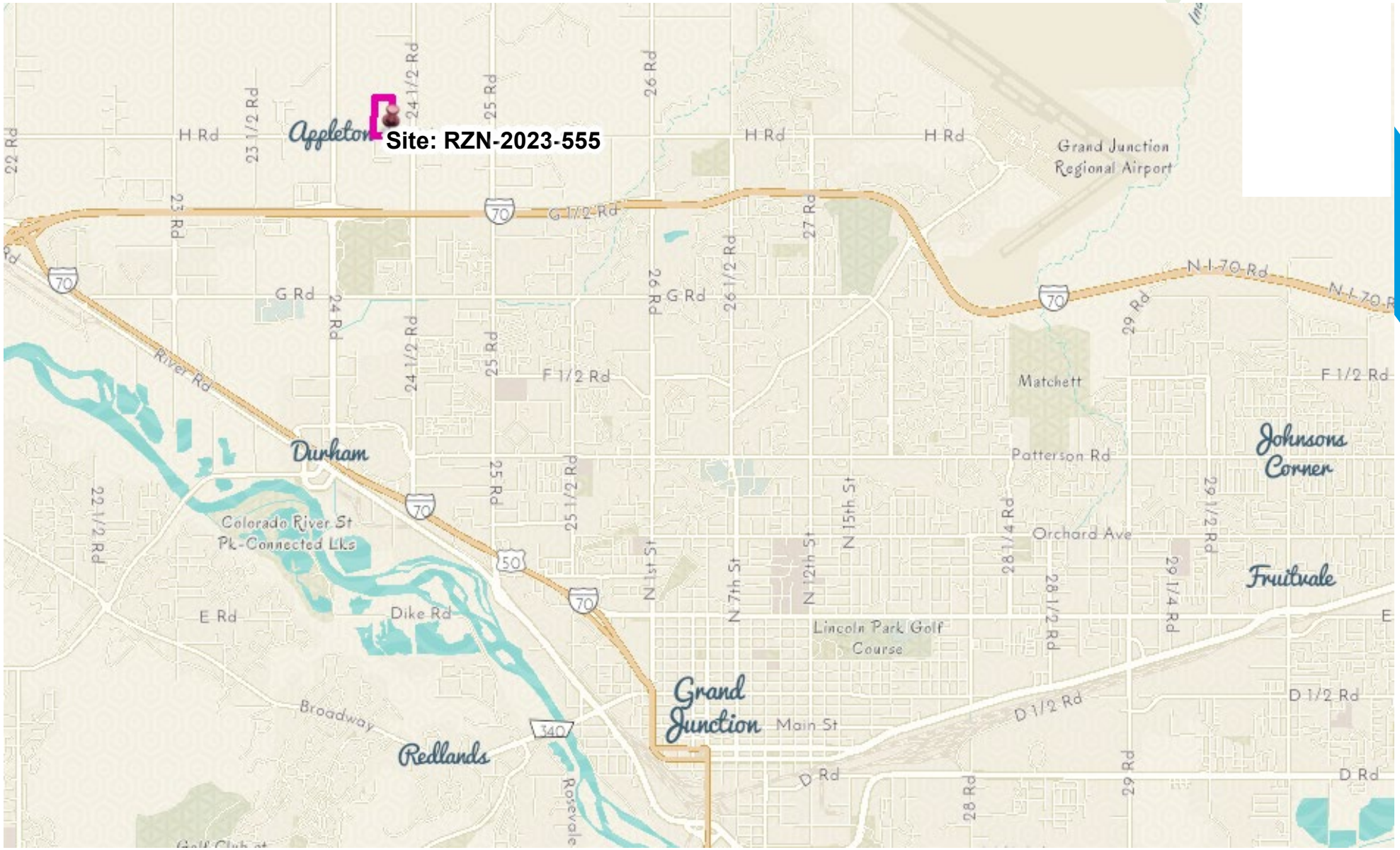
Witness my hand and official seal.
My commissioner expires: 11/06/2026

Tracy A. States
Notary Public

TRACY A STATES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064045541
MY COMMISSION EXPIRES NOVEMBER 6, 2026

Vista Five Rezone

Vicinity Map



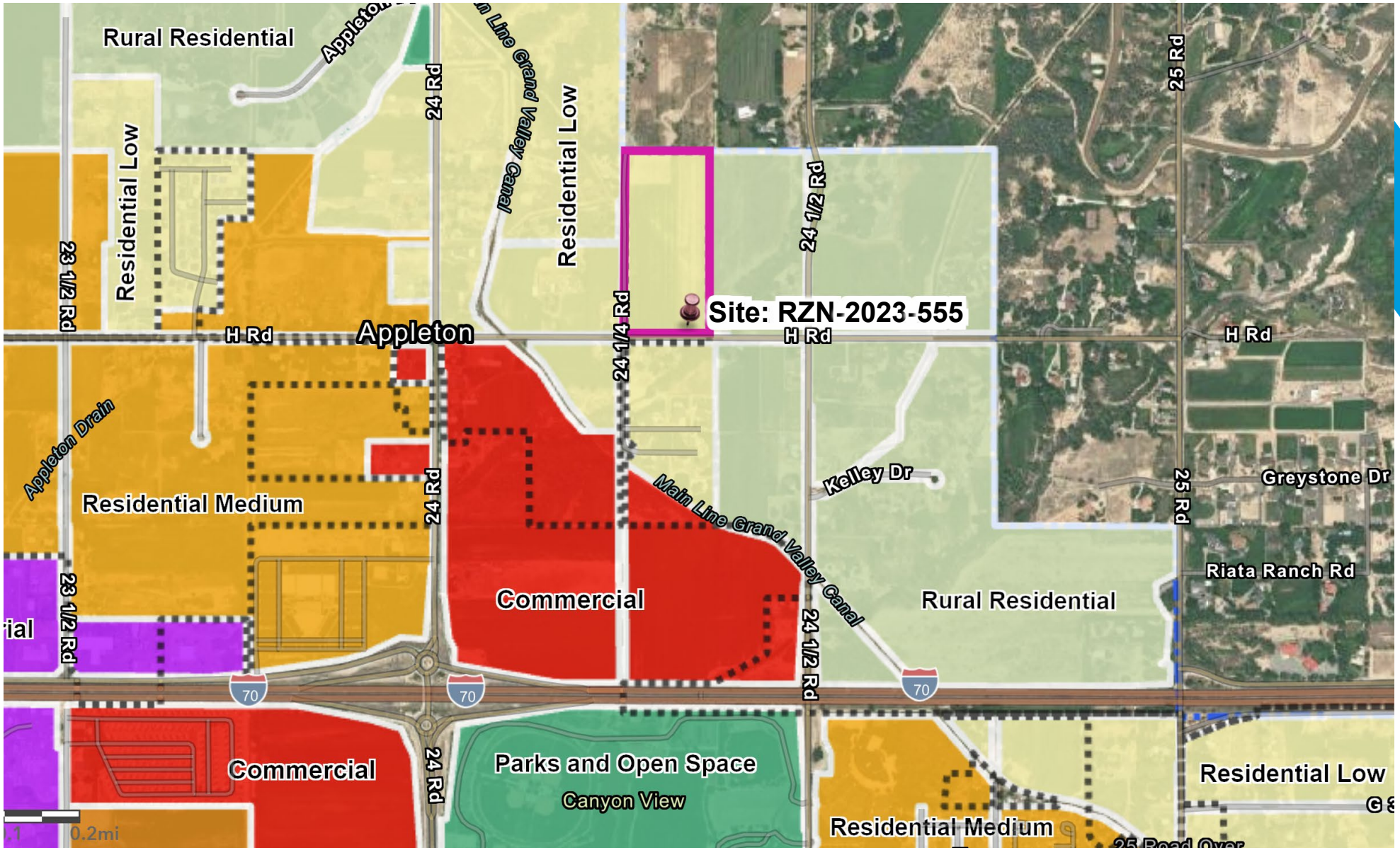
Vista Five Rezone

Site Location Map



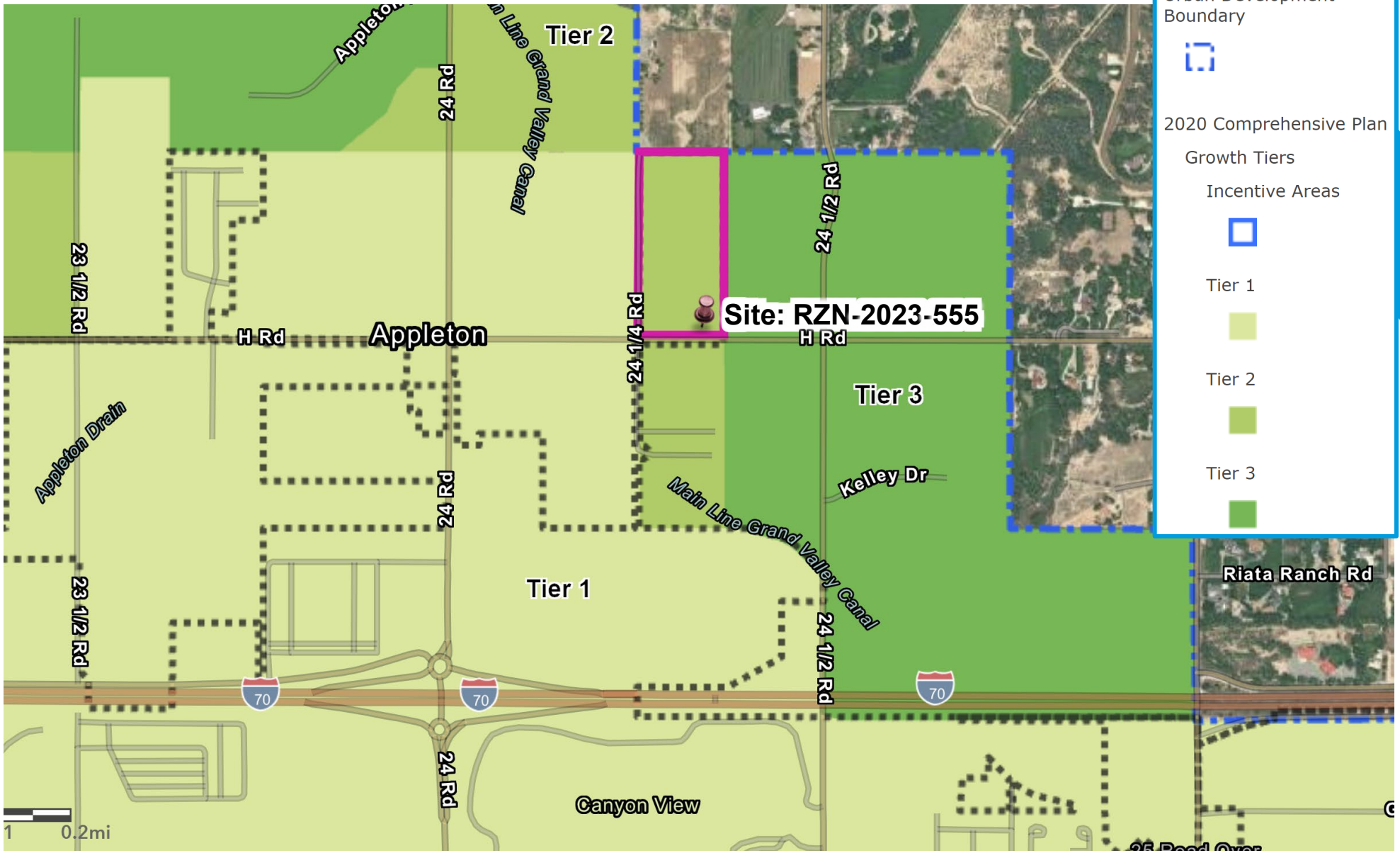
Vista Five Rezone

Land Use Map



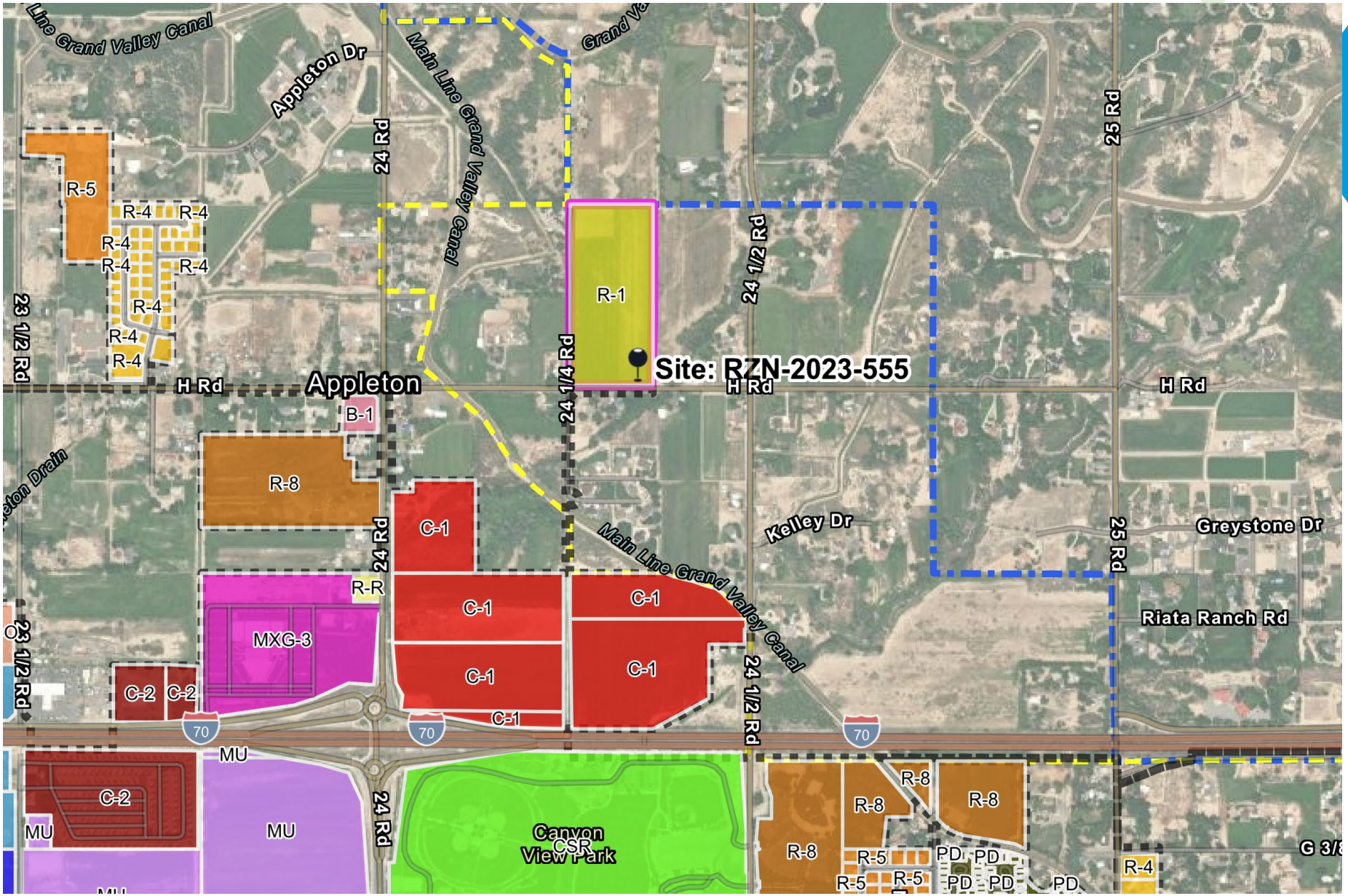
Vista Five Rezone

Tiered Growth Plan



Vista Five Rezone

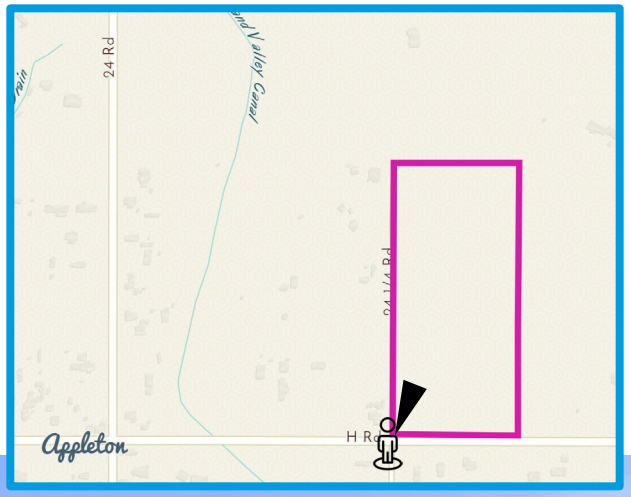
Zoning Map – Proposed Zoning: R-5 (Residential – 5 du/ac)



Vista Five Rezone

Site Photo

Google Maps street view of property northeast from the intersection of 24 ¼ Road and H Road





December 5, 2023

City of Grand Junction Planning Department

Nicole Galehouse

Dear Nicole,

We are submitting a petition signed by 204 Appleton area residents from last March in opposition to the re-application for the Vista 5 rezone request RZN-2023-555.
Dave Zollner had the original signed petition that was submitted to the City Council last March, but the Vista property owner had canceled the original rezone request. The new application number has been written on the original petition based on the new rezone application is identical to the original from earlier this year.
Please contact myself or Dave Zollner with any questions you may have in regards to this petition.

Sincerely
Dan Komlo
970 260 2227

PETITION

To: Grand Junction **CITY COUNCIL**

Re: **Vista 5 LLC Rezone** – 2428 H Road – RZN-2023-555

We the undersigned, respectfully request that the City Council **DECLINE the rezone** proposed because:

1) we are in agreement with GJ **Planning Commission member** Ken Scissors who stated February 14, 2023 that **the proposed rezone is "not even remotely compatible" with the area;**
2) the area [**24 Rd to 26 Rd North of I-70**] is already about **75-80% developed** as large lots over a 50 yr period; this rezone would be 5x the density of the smallest existing lots and **over 25x the density of existing average lot** size;
3) The **existing R-1 zoning of the subject parcel** is already within the **existing density** and **character of the area.**
4) other reasons not included here due to space limitations.

Name	Signature	Address
Dave Zollner		2562 H Road
Dan Komlo		852 24½ Rd G.J. CO 81505
Bob Fuoco		2467 H Rd. G.J, 81505
Craig Mayth		2489 Red Peach Court GJ
Ken & Brenda Goodson		786 foxtail Rd. GJCO 81505
Al & Coleen Laase		2471 H Road
Larry & Cindy Estrada	Larry J. Estrada	2527 Greystone Drive.
Ron Hughes		2526 Greystone Dr.
Joe Moreng		2441 Red Ranch Dr

9 Signatures Total = ~~203~~ 204

Name	Signature	Address
Pete Valenti	Pete Valenti	2431 Red Ranch Dr
Sarah Marshall	Sarah Marshall	2439 H Rd
Jim MARSHALL		2439 H RD.
LARRY TICE		775 26 Rd.
Peggy Ahern	Peggy Ahern	2552 Canaan Wy
Roxanna Napier		830 24 1/2 RD
Melanie Hylan	Melanie Hylan	2448 H Rd
Brenda Prestangen	Brenda L Prestangen	2520 Greystone Dr, Grand Jct, CO 81505
Jayden Connell		816 24 1/2 Road
MIKE JOHNSON		2421 I Rd
Linda Davis	Linda Davis	766 25 3/4 RD
Sandra M. Holloway	Sandra M. Holloway	813 24 1/4 Rd
BRIAN SWANSON	Brian Swanson	813 24 1/4 RD
Patricia Amrine	Patricia Amrine	805 24 1/4 Rd
DIANE DAVIS ~~Diane E Davis~~	Diane E Davis	843 24 1/2 Rd 81505

15 sigs

PETITION

To: Grand Junction **CITY COUNCIL**

Re: **Vista 5 LLC Rezone** – 2428 H Road – to be heard March 15, 2023

We the undersigned, respectfully request that the City Council **DECLINE the rezone** proposed because:

1) we are in agreement with GJ **Planning Commission member** Ken Scissors who stated February 14, 2023 that **the proposed rezone is "not even remotely compatible" with the area;**
2) the area **[24 Rd to 26 Rd North of I-70]** is already about **75-80% developed** as large lots over a 50 yr period; this rezone would be 5x the density of the smallest existing lots and **over 25x the density of existing average lot** size;
3) The **existing R-1 zoning of the subject parcel** is already within the **existing density** and **character of the area.**
4) other reasons not included here due to space limitations.

Name	Signature	Address
Cheryl Cole	Cheryl Cole	2535 Rialto Ranch Ct.
Brenda Bott	Brenda Bott	2510 Greystone Drive
GLENN BOTT	Glenn Bott	2518 GREYSTONE DR
Mark Sutton	Mark Sutton	779 25 1/4 Rd.
Keith Gustad		2503 Greystone Dr
Krisi Gustad	Krisi Gustad	2503 Greystone Dr.
Jan Gifford	Jan Gifford	2530 Greystone Dr.
David Gifford	David Gifford	2530 Greystone Dr.
Terri Trimm	Terri Trimm	2540 Rialto Ranch Ct

Vista 5 LLC Rezone – 2428 H Road – to be heard March 15, 2023 – **PETITION** continued Page 4

Name	Signature	Address
Robert Ross		2508 Greystone Dr
Tamara Lovato-Ross	Tamara Lovato Ross	2508 Greystone Drive GJ 81505
Greg Tamburello		2446 Ruby Mesa Ct.
Anne Tamburello	Anne Tamburello	2446 Ruby Mesa Ct
Mary Reekie	Mary Reekie	2411 I Rd. GJ 81505
Mike DiLuzio	Mike DiLuzio	2390 I RD. GJ 81505
David Aldridge		768 Foxtail Rd 81505
Marilyn Aldridge	Marilyn Aldridge	768 Foxtail Rd G.J. 81505
Michael T Johnson	Michael T Johnson	2421 I RD G. J, 81505
Neil Morris		818 24 1/2 Rd, G.J. CO 81505
LaNona Wyatt	LaNona Wyatt	2446 H Road, GJCo. 81505
MARY Kohler	Mary K. Kohler	806 24 Road, GJ, CO 81505
Carol Costopoulos	Carol Costopoulos	855 24 1/2 Road GJ, CO 81505
Micha Costopoulos	Micha Costopoulos	855 24 1/2 Rd GJ, CO 81505
Ray Costopoulos		855 24 1/2 rd GJ, CO 81505

Name	Signature	Address
Guy Thomas	Guy Thomas	921 25 RD GRAND JCT CO.
Jennifer Stephens	Jennifer Stephens	2580 Pinta Ranch Ct. GJ, CO
Patrick Page	Patrick W. Page	827 25 Rd GJ CO 81505
Fred E. Fowler Jr.	Fred E Fowler	2485 Sage Run Ct. 81505
Carol Fowler	Carol Fowler	2485 Sage Run Ct GJ CO 81505
Martha Hampsten	Martha H	2483 Sage Run Ct GJ 81505
Judy Kolacny	Judy Kolacny	859 Quail Run Dr. GJ, 81505
Bruce Kolacny	Bruce Kolacny	859 Quail Run Dr. GJ, CO. 81505
Jonathan W. Leach		867 25 Road Grand Junction, CO 81505
Karen E. Leach	Karen E. Leach	867 25 Rd. Grand Jct, CO 81505
Charles Keller	Charles Keller	822 25RD G.J. 81505
Debbie Keller	Debbie Keller	822 25 Road GJ 81505
Jonathan Kelk		824 25 Road, G.J., CO 81505
Raedelle Mundy	Raedelle M. Mundy	2426 H Rd
Tracy Mundy	Tracy Mundy	2426 H Rd. G.J., CO 81505

15 SIGS

Vista 5 LLC Rezone – 2428 H Road -- to be heard March 15, 2023 – **PETITION** continued Page 6

Name	Signature	Address CELL
KAREN MADSEN	Karen	2484 Sage Run Ct
MARK MADSEN	Mark Madsen	2484 Sage Run CT.
Knute Knudson	Knute D. Knud	876 Covey Rd
Sandi Knudson	Sandi Knudson	876 Covey Road
Stephanie Mabley	S Mabley	774 Foxtail Road
Roger & Patti Beaudoin	Patti Beaudoin	833 24 1/2 Rd.
Ronald Gray	R Gray	~~2364~~ 2369 H Road
Karen Wiles	Karen Wiles	782 24½ Rd.
Ken Johnston	Ken Johnston	782 24½ Rd
DREW REEKIE	Drew Reekie	2411 I RD.
Kit Mabley	Kit Mabley	774 Foxtail Rd.
Janie White	Janie White	810 24 Rd
Duane White	Duane White	810 24 Rd
Sue Magee	Sue Magee	2517 Oleaster Court
Archie & Magee	Archie & Magee	2517 Oleaster Court

15 sigs

Vista 5 LLC Rezone – 2428 H Road -- to be heard March 15, 2023 – **PETITION** continued Page 7

Name	Signature	Address
JUDITH BUTTERFIELD	Judith Butterfield	2502 GREYSTONE DR.
ED BUTTERFIELD	Edward E Butterfield	2502 GREYSTONE DR.
BraceBo Hon	Bruce Bolton	800 25 Rd
Josie Bo Hon	Josie Bolton	800 25 Rd. G.J, CO
Melissa Hein	Melissa Hein	2502 Riata Ranch Rd GJ, CO 81505
Bryce Hein	Bryce Hein	2502 Riata Ranch Rd GJ. 81505
Cynthia Komlo	Cynthia Komlo	852 24 1/2 Rd. GJ 81505
Christena Brick		848 24 1/2 Rd GJ 81505
Sharon Wilcox	Sharon L Wilcox	848 24½ Rd GJ 81505
Mary Jo Stanley		2457 I Rd. GJ 81505
MATHEW DoKoupil	M. DoKoupil	2477 I Rd. G.J. 81505
Cathy DoKoupil	Cathy DoKoupil	2477 I Rd GJ 81505
Pat Kephart		2491 I Rd GJ 81505
Michael Cedar		2455 25 Rd GJ 81505
G - H. Gailey	G H	2491 I ½ Rd - 81505

15 sigs

Name	Signature	Address
CHERYL HAYWARD	Cheryl Hayward	2486 1/2 RD GJ CO 81505
MARLO REUNER	Marlo Reuner POA	953 25 RD GJ CO 81505
Wayne Iacovetto	Wayne Iacovetto	949 25 RD GJ CO 81505
LYANNA IACOVETTO	Lyanna Iacovetto	949 25 Rd GJ Co 81505
DAVID McDANIEL	David McDaniel	977 25 Rd GJ CO 81505
Janice R McDaniel	Janice R McDaniel	947 25Rd GJCO 81505
David Mueller		979 25 Rd.
Janic Mueller		979 25 Rd.
Tammy Brisbin		2529 Woody Creek Rd
Mike Brisbin	Michael Brisbin	2529 Woody Creek Rd
Alice Baumgarner	Alice M. Baumgarner	992 25 Rd GJ Co
Mike Ross	Mike Ross	1007 25 Road G.J. Co.
Susan Ross	Susan Ross	1007 25 Rd GJ. Co
Debbie Thomas	Debbie Thomas	921-25 Rd GJ CO 8150[illegible]
Jonathan Stephens		2530 Ricta Ranch Ct GJ CO 81505

15 Sigs

Name	Signature	Address
Carolyn Pierce	Carolyn Pierce	3436 C½ Rd Palisade CO 81526
Kathy A Plunk	Kathy A Plunk	2132 Slope Creek Ave Gr Jct CO 81505
Jordyn Stephenson	Jordyn Stephenson	255 N. Kennedy Ave.
Peggy Espinoza	Peggy Espinoza	525 Grand Valley Dr Grand Jct Co 81504
Orion Chamberlain	Orion Chamberlain	225 camino del rey Dr GJ 81504
Cheyenne Connedy	Cheyenne Connedy	615 28 1/4 RD #431 G.J. 81506
Katherine McCay	Katherine McCay	523 Beverly Ln GJCO 81504
Jennifer Kubat	Jennifer Kubat	489 Sheldon Rd. / G.J. 81504
Janet Rodriguez	Janet Rodriguez	3231 Main St Clifton, CO 81520
Brittany Lauer	Brittany Lauer	247 Thistle Dr, GJ, CO 81503
Charlotte Cole	Charlotte Cole	641 Zoe Lane, GJ. Co 81504
Deb Spang	Deb R. Spang	277 27 3/8 Rd Grand Junction 81503
Stephanie Stephenson	Stephanie Stephenson	504 Grama Ct. Grand Junction, CO 81504
Ashleah Yates	Ashleah Yates	2720½ Rincon Dr. GJ, CO 81503
Lisa Whalin	Lisa Whalin	2380 E. Pizza Pl. GJ CO 81506

15 sigs

Name	Signature	Address
Robert Pauletich	Robert Pauletich	765 24½ Rd
Mandy Pauletich	Mandy Pauletich	765 24½ Rd
Karen Keeler	Karen Keeler	779 24½ Rd
Shiloh White		779 24½ Rd
Mary White	Mary White	781 24½ Rd
Michael Crumly	Michael Lee Crumly	2457 Kelley Drive
Lylamae T. Chedsey	Lylamae T. Chedsey	2457 Kelley Drive
Colleen Brown	Colleen Brown	2478 H Ct
STEPHEN CORN		2486 H CT
Kelly Corn		2486 H Ct
Terry Shepherd	Terry Shepherd	791 25 Rd -
Chase Boddicker	Chase Boddicker	2479 H Rd Grand Junction, 81505
Rhonda Delong	Rhonda Delong	811 24¼ Rd GJ CO 81505
Benn Bishop	Benn Bishop	815 24¼ Rd CO 81505
RAYMOND C. PILCHER		645 26 Rd GJ CO 81506

15 sigs

Name	Signature	Address
Rene Knight	Rene Knight	784 24 1/4 Road Grand Jct. CO 81505
Loretta Harvey	Loretta Harvey	792 24 4 Rd
Brad Kiser	Brad Kiser	794 24 1/4 Rd
Monique Kiser	Monique Kiser	794 24 1/4 Rd.
Jane Fatum	Eledna J Tatum	783 24 1/2 Rd.
James F. Tatum	James F. Tatum	783 24 1/2 Rd G.J. Colo 81505
PAT BAIR	Pat Bair	2449 H ROAD
Dylan Bair		2482 H Court
Chris Duffy	Chris Duffy	2489 H Road
MARY JONES	Mary Jones	2495 H Rd
MICHAEL DUNJEK	Michael Dunjek	787 25 Rd
SUSAN L. ORLOFF	Susan L Orloff	525 Walnut Ave.
Walter Orloff	Walter Orloff	525 Walnut Ave.
Kevin Young	K Young	2451 Kelley Dr.
John Hershberger	John Hershberger	2368 Green Apple Dr.

15 Sigs

Name	Signature	Address
Lisa Powers	Lisa Powers	2463 H Rd
Cliff Miller	Clifford Miller	2463 H Rd
Andrea Bajorek		2433 H Rd.
Sarah Bajorek		2433 H Rd
Daniel Bajorek		2433 H Rd.
Jennifer Hunt		2453 H Rd.
Anna Maria Fresco		2447 H Rd.
Kristy Ackmour		2314 Knoll Circle 81506
Cindy Graham		3350 Cliff Ct. 81506
Shelb Cook		802 24 Rd 81502
Lonnie Watso		808 24 Rd 81502
James Scholl		814 24 Rd 81505
Bob Balog		824 24 Rd 81505
Robbie L. Balog		824 24 Rd 81505
Randy Hunt		2453 H Road 81505

15 sigs

Name	Signature	Address
Chad Hylan	Chad Hylan	2448 Hrd GJ 81505
Levi Hylan	Levi Hylan	2448 Hrd GJ 81505
JAY Keeler		779 24½ Rd GJ 81505
DR. SHALONA MCFARLAND		2416 H Road G.J. 81505
Josh Wyatt		2416 H Rd G.J. 81505
Dr. J.J. Wyatt	Dr. J.J. Wyatt	2416 H Rd. G.J. 81505
Andrew Klements		780 24¼ Rd. GJ 81505
Jessica Klements	Jessica Klements	780 24¼ Rd GJ 81505
Karmela Klements	Karmela	780 24¼ Rd GJ 81505
David Haltman		970.260.0911 786 24¼ Rd
Mackenzie Haltman		970.260.0811 786 24¼ Rd
JONATHAN HARDCK		215.901.0225 772 24¼ Rd 81505
BRIAN HAUT	Brian Haut	788 24¼ Rd, GJ. 81505
MADALYN HAUT	Madalyn Haut	788 24¼ Rd G.J. 81505
Taylor Knight		784 24¼ Rd GJ. 81505

15519S

Name	Signature	Address
Frank Gutierrez	Frank Gutierrez	777 Foxtail Rd
Patrick Timm		2540 Rista Ranch Ct
Richard Huise		2531 Rista Ranch Ct
Robin Martin		787 Foxtail Rd
Judy Devine	Judy Devine	2525 Rista Ranch Ct.
Kevin McCarrel		2529 Rista Ranch Ct.
Ryan Cranston		778 Foxtail rd.
Cheri Vana	Cheri Vana	2574 Greystone Dr.
Mark Vana		2574 Greystone Dr.
SHERRI WILSON	Sherri Wilson	766 Foxtail Rd
Trevor Johnson		788 foxtail Rd
Brooke Johnson		788 Foxtail Rd

12 sigs

Vista 5 LLC Rezone – 2428 H Road – to be heard March 15, 2023 – **PETITION** continued Page 15

Name	Signature	Address
Dan Perrin		913 23½ Rd. 81505
Kyle Prestangen	Kyle Prestangen	2520 Greystone Dr., Grand Jct CO 81505

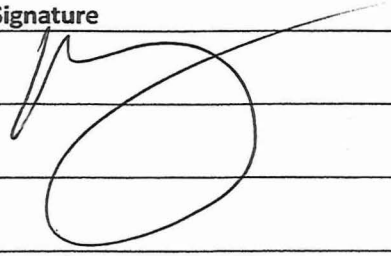
Vista 5 LLC Rezone – 2428 H Road -- to be heard March 15, 2023 – **PETITION** continued Page _____

Name	Signature	Address
Matt Rossman		826 24½ Rd.
Jared Chisholm		2440 Ruby Mesa Ct
Marcus Castopoulos		855 24½ Road

Vista 5 LLC Rezone – 2428 H Road -- to be heard March 15, 2023 – **PETITION** continued Page _____

Name	Signature	Address
Anna Smith		2763 Compass Dr. GJ. 81506
Brooke Williams		1537 19 Rd Fruita 81521
Lauren Lewis	Lauren Lewis	2426 I RD.
		81505

Vista 5 LLC Rezone – 2428 H Road -- to be heard March 15, 2023 – **PETITION** continued Page _____

Name	Signature	Address
Matthew and Katherine Swelstad		894 24½ Road, GJ 81505

Niki Galehouse

From: jayf@remax.net <jay@tworiversrealtyinc.com>
Sent: Saturday, December 2, 2023 9:50 PM
To: Niki Galehouse
Subject: Application #: RZN-2023-555 Project Name: Vista 5 LLP Rezone Address: 2428 H Road

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

Dear distinguished members of the Grand Junction Planning Commission and City Council,

As an active real estate broker that has sold numerous homes in this area and a 40+ year member of the development and building communities here in Grand Junction, I strongly oppose this rezone and adamantly believe that the existing 1 acre [R-1] zoning on the subject parcel already reasonably reflects the long established land use of this area.

My Objection to this substantially higher density rezone and the differentiating issues for this parcel is twofold:

1) The area West of 24 Road has already been developed for decades with higher density residential, sewer and commercial, but not so East of 24 Road, and is not comparable to the subject area.
2) The subject area [generally defined as] East of 24 Road, North of I-70, and West of 26 Road is substantially developed [maybe 75-80%], averaging greater than 5 acres per unit in a range with the vast majority in 1 to 10 acre parcels. The very high density proposed by this rezone is not even remotely in the same character of this long established Grand Junction neighborhood.

Sincerely,

Jay Fellhauer
Broker Associate
RE/MAX Mountain West
970.250.5100 (Cell)
970.241.3939 (Office)
jayf@remax.net
www.jayf.remax.com

Niki Galehouse

From: Matthew Swelstad <swelstad13@gmail.com>
Sent: Sunday, December 3, 2023 5:33 AM
To: Niki Galehouse
Subject: ER one

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RZN-2023-555
Project Name: **Vista 5 LLP Rezone**
Address: **2428 H Road**

To whom it may concern,
My wife and I would like to voice our extremely strong opposition to the above noted rezoning.

We have lived in GJ 18 years. We love our neighbors and neighborhood. Please do not destroy it so a few developers can make even more money. Our neighborhood adds so much value to Grand Junction. Stop by for a tour if you want to learn more.

Matt and Kathy Swelstad

Sent from my iPhone

Niki Galehouse

From: Glenn Bott <glenn@glennbott.com>
Sent: Monday, December 4, 2023 8:54 AM
To: Niki Galehouse
Subject: 2428 H Road - Still Oppose Rezoning

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

Nicole –

Good Day!

Heard the builder resubmitted their rezoning request for the designated parcel. We still oppose their requested zoning change.

Be Focused

G

Glenn Bott
Think Differently, Live Better
303-918-4626
www.GlennBott.com
Keynote Speaker / Warrior / Consultant / Author

Niki Galehouse

From: Missy Smith <missy.msb@gmail.com>
Sent: Tuesday, December 5, 2023 12:57 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

NIcole Galehouse,

I am writing to oppose the resubmission of this request to allow up to 5.5 units/acre . This area East of 24 Rd. and West of 26 Rd. is developed out as a long established neighborhood averaging greater than 5 acres per unit - mostly in a range of 1-10 acre parcels. The proposal of 5.5 units per acre is not even remotely in the character of the long established neighborhood. The same proposal was denied last April for this reason. This high density proposal does not belong in an area that is zoned as is for a very long time. Please vote no to preserve it.

Sincerely.
Missy Smith

Niki Galehouse

From: Brenda Bott <gobott1@outlook.com>
Sent: Tuesday, December 5, 2023 8:47 PM
To: Niki Galehouse
Subject: 2428 H Road - I Oppose Rezoning

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

Hi Nicole:

I'd like it to be documented that I still oppose the requested rezoning for 2428 H Road. I understand the rezoning request has been re-submitted. Please do not allow it.

Sincerely,

Brenda Bott
303-912-2688

Niki Galehouse

From: Robert Fuoco <bfuoco2467@gmail.com>
Sent: Wednesday, December 6, 2023 9:17 AM
To: Niki Galehouse
Subject: RZN-2023-555

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

Niki,

Please forward these comments to Planning Commission.

Dear Commissioners,

A few weeks ago PC voted to disallow RE, R1 and R2 zoning. Based on some Commissioners comments it was based on the current inventory of those zones. There are only a few undeveloped lots left. This will be one of the last chances to save a few areas for the people that would like to own a home on a lot larger than 6000 sq ft. This is the size of a typical lot in downtown Grand Junction and the size the developer is planning. Please deny the zoning change and leave it at R1.

Thanks,

Bob Fuoco
2467 H Rd, Grand Junction, CO 81505

Niki Galehouse

From: Mark Smith <info@mainstreetbagels.net>
Sent: Wednesday, December 6, 2023 11:55 AM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

Niki Galehouse,

I would like to express to the City Council members my opposition to the rezone, (RZN-2023-555), of this parcel. The rezone would drastically deviate from the long established uses of this area. The present zoning of one acre per home is already a stretch from the current character of this neighborhood averaging more than 5 acres per home and already 80% built out.

Mark Smith

822 24 1/2 Rd, GJ 81505

970 433-1496

Niki Galehouse

From: Larry D. Tice, MD <ltice92046@aol.com>
Sent: Thursday, December 7, 2023 12:20 PM
To: Niki Galehouse; LARRY TICE
Subject: Planning CommissionMeeting

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

Dear Planning Commission members RE:application #: RZN-2023-555

Project Name: Vista 5 LLP Rezone

Address: 2428 H Road

I want to restate my prior opposition (February 2023 Petition) to this planned rezone change. The current 1 acre zone is most consistent with surrounding real estate, and preserves the rural nature of land between 24 and 26 Roads north of I-70, where I reside for last 42 years. City high density encroachment may inevitably happen but current low density, rural and esthetic and environmentally pleasing status is desirable for all of Mesa County. Grand Junction City and all residents will benefit in long run!

Cordially,

Larry D Tice

December 7, 2023

Grand Junction Planning Commission
250 North 5th St.
Grand Junction, CO

Dear Planning Commission,

As long-time residents my wife and I strongly oppose the Vista 5 rezone request (RZN-2023-555). We feel that the City Council made the right decision in 2019 when the property was annexed, and Council denied the original property owner's request for 4 du/ac and instead approved rezoning it to R-1. We believe that the existing R-1 status reflects the nature and character of the long existing land use in this area.

We oppose this rezone request RZN-2023-555 for the following reasons:

a. The area West of 24 Road has already been developed for decades with higher density residential, sewer and commercial, but not so East of 24 road, and R-5 would not be comparable to the character of this local community.
b. The subject area (generally defined as) East of 24 Road, North of I-70, and West of 26 Road is substantially developed out (maybe 75-80%), averaging greater than 5 acres per unit in a range with the vast majority in 1-to-10-acre parcels. The very high density proposed by this rezone is not even remotely in the same character of this long-established neighborhood.
c. **Lack of safe neighborhood connections**, page 26 of the Comprehensive Plan lists the I-70 overpasses at 23 Rd & 26 Rd as being **"non-existing crossings" as…multimodal grade separated crossings".** Both 24 ½ and the 25 Rd overpasses can easily share the same designation since they are just as narrow (18' width) and will not safely support pedestrian or bicycle traffic either. The Plan also states, page 29 that future growth should **"promote housing density to be located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide safe and direct connection to neighborhood and employment centers".** Both CDOT (2019) and Dave Thornton (meeting on 3/1/23) indicated that there are no future plans to improve or provide pedestrian access for any of the four overpasses listed above.
d. The established surrounding community will not derive any benefits from this proposed rezone.

Sincerely,

Dan & Cynthia Komlo
852 24 ½ Road
Grand Junction, CO

Niki Galehouse

From: K. S. Knudson <knudsonv@earthlink.net>
Sent: Friday, December 8, 2023 12:17 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

Dear Ms. Galehouse,
I am writing to express my opposition to rezoning the 2428 H Road property from 1Unit/acre to 5 Units/acre. I was opposed to the "flagpole annexation" several years ago and still believe that denser development of this property does not fit in with the character of the surrounding area. 24 Road has long been a demarcation between the larger parcels to the east and denser development toward Appleton Elementary.
Thank you,
Knute Knudson
876 Covey Road
Grand Junction, CO
81505

City of Grand Junction December 8, 2023

Planning Commission

RE: Vista 5 LLP Rezone To be heard **December 12, 2023**
RZN-2023-555
2428 H Road

I encourage the Planning Commission to pause for a moment and consider why one of its **members** stated on 2/14/23 that this *identical* proposed rezone is **"not even remotely compatible" with the neighborhood.**

I suggest his reason is why the subject parcel was **zoned R-1** by City Council in 2019.

The attached **aerial photo** shows this "not even remotely compatible" in one broad picture of the neighborhood, with the dots representing an existing home or developed residential lot.

Please consider as part of this 'why' the following information as related to the history of the neighborhood, and why **denial of the requested rezone** is appropriate for **quality growth** in greater Grand Junction:

1) the subject 'neighborhood' is the *residential* area **between 24 and 26 Roads North of I-70**
2) the neighborhood is **already about 75-80% developed**
3) the neighborhood has **a long history** since the mid 1960's of **developing as 5 acre, 2 acre,** and most recently as **some one acre** home parcels
4) a rezone would dramatically alter this **longstanding area development plan** ...into "not even remotely compatible"
5) the average parcel size of this long developed neighborhood is **nearly 6 acres in size**
6) the proposed rezone would be nearly **30 times the density** of the average parcel size of this substantially developed neighborhood; please observe the **greatly disproportionate density** (**dots**) in the aerial photo of the proposed development [up to **95 homes** on 17.37 acres] compared to neighborhood.
7) the proposed rezone would also be 5.5 times the density of the smallest of lots of the neighborhoods labeled 'R-1 Sample.'

8) the City has already recognized **where increased density should go** in this North Central Valley area with existing higher densities **West** of 24 Road and **East** of 26 Road with sewer needs and more dense developments in these areas. The West area needed sewer because of commercial use, the school, and high water tables in the area. These recognized higher density areas, along with I-70, **provide the definition of the subject established neighborhood**.
9) The **existing R-1** zoning of the subject already **exactly fits the needs and long established character of the neighborhood**, matching its most recent developments.
10) Objective or Subjective?: If this decision was all objective, as 'one-size-fits-all', then PC consideration would not be necessary. The PC is to put flesh on the bones of the Development process. City land development recognizes this **subjective** nature with [see attached] statements like "**identify the land uses that are most compatible with the character and physical environment of specific areas**" and "**to protect ...unique sense of place and character.**" The proposed rezone does not fit these subjective criteria when considering the facts of inserting 30 times the existing average density of this substantially developed neighborhood.
11) I-70 Bridge: The most central access from the subject parcel to town is the 24½ Road I-70 bridge which is remarkably narrow at only **9' wide lanes** and with **rapid rising ramps** on each approach rendering **visibility ahead practically impossible** until reaching the bridge. Both these issues are unique to this bridge, with none other so narrow like it in the Grand Valley except the 29 Road I-70 'bridge to nowhere.' The 24½ I-70 Road bridge was truly scaled down for farm access. This bridge is an **attractive nuisance** to bikers and walkers desiring to get to Canyon View Park or Caprock Academy or shopping. Higher density would only complicate this over time. Try crossing the bridge with traffic sometime ...there are **steep declines on each side** with no place to bail out!
12) Flagpole Annexation: While the annexation was legal, it was **not done in the spirit of the law** as it required 5 separate annexations to accomplish it [Annex #911-915 dated 9/22/19] ...5 separate contortions / jogs to 'fit' the subject parcel into the City. This effective 'island' annexation crosses undeveloped land and the GV Canal with no bridge, and to access it must exit the City to get there.
13) Finally, **why did the GJ City Council limit the density to R-1** in its August 2019 meeting regarding this parcel? It was because the CC recognized, in part, the Public Notification flaw in accepting a parcel into the Persigo Sewer district. All that is required is the infamous fine-print newspaper Public Notice ...**no parcel signage is required to reasonably notify the neighborhood** of coming high density. The inclusion in Persigo means inclusion in the City limits

...which necessarily means up to 5.5 units per acre ...all started without public signage on the property. That is why the CC compromised by matching the density to the highest existing density in the neighborhood.

I hope you consider these issues as '**quality growth**' ...all for the greater long-term good of Grand Junction and the Grand Valley.

In short, I respectfully ask the Planning Commission to **decline the rezone** as the already existing **R-1 zoning respects this area for the greater good of Grand Junction**.

Sincerely,



Dave Zollner

2562 H Road GJ, CO 81505
dzollner@gvii.net

Use Standards

ONE GRAND JUNCTION
ZONING & DEVELOPMENT CODE UPDATE

Use standards determine where certain land uses and activities can be located in the City. The Code helps identify the land uses that are most compatible with the character and physical environment of specific areas.

Development Standards

ONE GRAND JUNCTION
ZONING & DEVELOPMENT CODE UPDATE

Development standards set minimum requirements for each part of the physical environment (land, utilities, buildings) that form a development. Development standards affect the quality of development from protection

WHY DOES THE CODE ADDRESS THIS?

- To protect Grand Junction's life safety, public health, and unique sense of place and character.

Project Overview

ONE GRAND JUNCTION
ZONING & DEVELOPMENT CODE UPDATE

The goals of the Zoning and Development Code update project, informed and guided by the One Grand Junction Comprehensive Plan include:

1. Increase development potential across the city and promote a wide range of development types
2. Produce high quality and compatible development.
3. Increase housing supply and maintain affordability

HOW DO KEY CHANGES TO THE CODE IMPLEMENT THESE GOALS?

Key Changes	Project Goals		
	1	2	3
Use Regulations - Expanded housing options - Greater mix of residential and nonresidential uses allowed in more districts	✓	✓	✓
Site and Structure Standards		✓	
Natural Resources and Environmentally Sensitive Lands		✓	

Dot = house or developed lot

MARCH 2023 City GIS

I Rd

H¾ Rd

Subject

h 5 LLP

R-5

H Rd

(R-1 sample)

Surface Water Table

City 1/3 acre lots

City 2/3 acre lots

H Rd

Niki Galehouse

From: Ron Hughes <ronhughes2526@gmail.com>
Sent: Friday, December 8, 2023 1:17 PM
To: Niki Galehouse
Subject: RZN-2023-555

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

Good morning

I would like to voice my opposition **RZN-2023-555.**

This development is clearly not in keeping with the character of this area. It is also likely to lead to more acts of rezoning and poor planning in the future.

The area bounded by 24 and 26 Road and north of I-70 has historically been lower density properties and has become a significant contribution to the character of Grand Junction. I see this project as the beginning of the end for this unique part of the community.

Respectfully
Ron Hughes

Niki Galehouse

From: Joe Crocker <tachipepper@gmail.com>
Sent: Friday, December 8, 2023 3:07 PM
To: Niki Galehouse
Subject: Application #: RZN-2023-555

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

Niki:

Application #: **RZN-2023-555**
Project Name: **Vista 5 LLP Rezone**
Address: **2428 H Road**

I would like to express my opposition to the subject application.

1) the area West of 24 Road has already been developed for decades with higher density and sewer and commercial, but not so East of 24 Road, and is not comparable; and

2) and the subject area [generally defined as] East of 24 Road, North of I-70, and West of 26 Road is substantially developed out [may 75-80%], averaging greater than 5 acres per unit in a range mostly of 1 to 10 acre parcels. The very high density proposed by this rezone is not even remotely in the character of this long established neighborhood.

Thank you.

joe

Joe Crocker

806 24 Road

Grand Junction, CO 81505

Niki Galehouse

From: Kate Crocker <kate.colourz@gmail.com>
Sent: Friday, December 8, 2023 4:45 PM
To: Niki Galehouse
Subject: Application #: RZN-2023-555

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

Hi Niki:

Application #: **RZN-2023-555**
Project Name: **Vista 5 LLP Rezone**
Address: **2428 H Road**

I oppose the subject application.

First, the area East of 24 Road is NOT comparable to the area West of 24 Road which has been developed for decades with higher density AND sewer AND commercial.

Second, the subject area [generally defined as] East of 24 Road, North of I-70, and West of 25 Road is already substantially developed (approximately 75-80%), averaging greater than 5 acres per unit in a range mostly of 1 to 10 acre parcels. The very high density proposed by this rezone application is not remotely in keeping with the character of this long-established neighborhood.

Sincerely,

Mary Kohler
806 24 Road
Grand Junction, CO 81505

Niki Galehouse

From: Sarah Marshall <smarshall@arielcpa.org>
Sent: Sunday, December 10, 2023 8:57 AM
To: Niki Galehouse
Subject: RZN-2023-555 Vista 5 LLP Rezone

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

I live at 2439 H Rd, which is across the road from the above mentioned project. I wish to let you know that I am ***adamantly*** opposed to the rezoning of this property to what is proposed (R-5 zoning). This density does not align with the existing, long-established neighborhood. Nor is the infrastructure in place to support this type of re-zoning.
Respectfully,

Sarah Marshall
Mobile: 970-270-7761
Email: smarshall@arielcpa.org

Niki Galehouse

From: Bruce Young <yrejoice@aol.com>
Sent: Sunday, December 10, 2023 1:40 PM
To: Niki Galehouse
Subject: Vista 5 rezone

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

Ms Galehouse:
We would desire to inform you that we would prefer to maintain the development at it present density. We recognize the need to develop. We request that the harmony of the neighborhood we grew up in be maintained.
Respectfully,
Bruce and Marina Young
2570 H Rd

Niki Galehouse

From: Dennis Haberkorn <dennisjh@acsol.net>
Sent: Sunday, December 10, 2023 5:33 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

Dear Niki,

I am writing to voice my opposition to the proposed Vista 5 LLP Rezone which would allow up to 5.5 units per acre on a 17.3 parcel. We have lived in Sage Run Estates since 1980; it was the first residential development in the Appleton Area. Since then we have attended countless area planning meetings, discussions of proposed developments, etc. The one constant in 40+ years of meetings is a consensus that the area retain its rural character..

The proposed Vista 5 proposal is not remotely rural in character. I urge the members of the planning commission to reject the proposal and retain the existing I acre zoning on the parcel.

Sincerely,

Dennis Haberkorn

877 25 Road/Grand Junction, CO 81505

Niki Galehouse

From: Joane Haberkorn <joaneh@acsol.net>
Sent: Sunday, December 10, 2023 5:35 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

I wish to oppose the Vista 5 LLP Rezone and urge the Planning Commission to retain the existing R-1 zoning on the subject parcel, which reasonably reflects the long established land use of the area.

Joan Haberkorn

Niki Galehouse

From: Jim Marshall <jmarshall@ravenridge.com>
Sent: Monday, December 11, 2023 8:22 AM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone application RZN-2023-555 @ 2428 H Rd

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

Good morning, Niki:

I am writing to let you and the Planning Commission know that I oppose the rezone of the parcel located at 24528 H Rd. I live across the street and to rezone the parcel to R-5 would not even remotely be compatible with the area, as the existing R-1 classification is already within the current housing density and character of the area.

Thank you.

Best regards,

JIm

James S. Marshall
Executive Vice President

Raven Ridge Resources, Incorporated

+1 (970) 256-2654 Desk

+1 (970) 260-4131 mobile

Niki Galehouse

From: Kiser, Brad <BKiser@eprod.com>
Sent: Monday, December 11, 2023 2:44 PM
To: Niki Galehouse
Subject: Oppose the rezone "Vista 5 LLP Rezone

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

Application #: **RZN-2023-555**
Project Name: **Vista 5 LLP Rezone**
Address: **2428 H Road**

I oppose the rezone and that the existing 1 acre [R-1] zoning on the subject parcel already reasonably reflects the long established land use of the area.

Brad M. Kiser
794 24 ¼ Road
Grand Junction, CO
81505
Office 970-263-3015

This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately and delete this message.

Niki Galehouse

From: Melanie Hylan <starfish07@hotmail.com>
Sent: Monday, December 11, 2023 9:28 PM
To: Niki Galehouse
Subject: RZN-2023-555

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

To whom it may concern,

In regards to
Application #: RZN-2023-555
Project name: Vista 5 LLP Rezone
Address: 2428 H Rd

I strongly oppose the rezone of this property (to R-5) and think the current R-1 zoning is more reasonable for this location and is more cohesive with the surrounding properties.

Thank you,
Melanie Hylan
2448 H Rd

Sent from my iPhone

Grand Junction Speaks
Published Comments for December 12, 2023 Planning Commission Meeting
Vista 5 LLP Rezone

Brian how
• Dec 11, 2023 • 8:15pm
I just want to say that I'm totally against this new designation for. 2428 8th Road from an R 12 and our 5 we had a meeting about this just believe it was just this past year and maybe it was 2 years I can't remember but that's when it was decided to making an AR-10 don't see any purpose in making it our 5 that's way too dense population way to dance do islands for this agricultural parcel if anyone would take a drive to go by this on 8th Road or on 24 and a quarter you'll see that it is surrounded by agricultural properties my home is in Albina Estates I'm about one block south of 8th road we have 9 houses in here each of them on. 1800 with 1 home being on 2 Acres I think that this parcel on 17.3 Acres should remain our one just like we are here and I'll be no Estates making it on putting in our 5 subdivision on 8th road is totally out of character for this area. I think that's all I have to say
Address:
78824 and 1 quarter Road Grand Junction Colorado 800-5005
Grand Junction Colorado, 81505
Bruce and Josie
• Dec 11, 2023 • 8:14pm
this. is. a ridiculous use of land in this area and we strongly opposed. thank you
Address:
800
Grand Junction, 81505
Winona Wyatt Wy ATT
• Dec 11, 2023 • 8:14pm
I'm calling about the old sod farm that is there one into reason it too it's at 2428 8th road we have the property right next to it. putting a $5 per unit on that would be horrible for this area number one it doesn't go with the area this is a farming area was a houses at least 5 Acres. and also the road conditions are horrible h Road cannot handle that traffic the road over 24 Road the bridge there is horrible if not even safe to get across it with a car our with a person we have no access to the park and less you go over that bridge and it needs to be left to where there's not very many houses for acre one per acre would be more than it needs. I don't know exactly how to say it but I'm so against you put in a lot of houses in there are high rises or anything else it is nothing but for the moneymaking people of this Valle that they can just make more and more money and what they're doing to the valley they don't care you're making this Valley nothing butt Metropolitan Urban Plum and it needs to stop you need to take into consideration that that is no place to put a high density housing thank you
Address:
24168 Road Grand Junction Colorado
Grand Junction Colorado, 81505
Sandra M Holloway
• Dec 11, 2023 • 4:07pm
I am writing to again strongly oppose the rezoning idea for this parcel, it just doesn't fit with the surrounding neighborhood in any way. My main concern is the roads around this area which don't get upgraded apparently even though at least 90 more vehicles will be using them. The developers should be required to pay to have all the roads around their development brought up to better standards.
Address:
813 24 1/4 Road
Grand Junction, 81505

Grand Junction Speaks
Published Comments for December 12, 2023 Planning Commission Meeting
Vista 5 LLP Rezone

Brian how
• Dec 11, 2023 • 8:15pm
I just want to say that I'm totally against this new designation for. 2428 8th Road from an R 12 and our 5 we had a meeting about this just believe it was just this past year and maybe it was 2 years I can't remember but that's when it was decided to making an AR-10 don't see any purpose in making it our 5 that's way too dense population way to dance do islands for this agricultural parcel if anyone would take a drive to go by this on 8th Road or on 24 and a quarter you'll see that it is surrounded by agricultural properties my home is in Albina Estates I'm about one block south of 8th road we have 9 houses in here each of them on. 1800 with 1 home being on 2 Acres I think that this parcel on 17.3 Acres should remain our one just like we are here and I'll be no Estates making it on putting in our 5 subdivision on 8th road is totally out of character for this area. I think that's all I have to say
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78824 and 1 quarter Road Grand Junction Colorado 800-5005
Grand Junction Colorado, 81505
Bruce and Josie
• Dec 11, 2023 • 8:14pm
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800
Grand Junction, 81505
Winona Wyatt Wy ATT
• Dec 11, 2023 • 8:14pm
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24168 Road Grand Junction Colorado
Grand Junction Colorado, 81505
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• Dec 11, 2023 • 4:07pm
I am writing to again strongly oppose the rezoning idea for this parcel, it just doesn't fit with the surrounding neighborhood in any way. My main concern is the roads around this area which don't get upgraded apparently even though at least 90 more vehicles will be using them. The developers should be required to pay to have all the roads around their development brought up to better standards.
Address:
813 24 1/4 Road
Grand Junction, 81505

December 16, 2023

Dear Ms. Galehouse and City Planning Team,

Concerning Application #: RZN-2023-555
Project Name: Vista 5 LLP Rezone
Address: 2428 H Road

We oppose changing the existing development plan for this parcel from R-1 to R-5.

We purchased our property north of I-70 in 1995 under the development plan that has been in place since the 1970's and etched in planning department codes since 1990.

Most recently R1 was approved in the Development Plan in 2019. Much thought and input were given to that plan when it was approved.

Several times since then, the Planning Commission has considered changing the code from R1 to R5 but has denied the change.

Once again, a proposal for high density development in a section of the county where it is not in the Development Plan is being considered. The developer is again requesting a change in zoning to R5 for a 17-acre parcel at 2428 H Road which according to the **2019 approved Development Plan is zoned for R1**.

This rezoning request was denied most recently in Spring 2023. We appreciate that earlier the Planning Department denied this request and hope they do so again.

One of the assets of the Grand Junction area is the diversity of development. The Area north of I-70 between 24 and 26 Roads zoned as R1 that is still relatively close to town is unique to our city and an asset to the City and County.

There is land south of I-70 that is zoned appropriately for the R5 development.

Our concerns also consider traffic on small roads as well as additional traffic on the 9' wide lanes on the I-70 Bridge on 24 ½ Road which was not designed for high density traffic, but we are most concerned about the Planning Department not following the Development Plan that was most recently approved in 2019.

The area 24 Road to 26 Road north of I-70 is already about 75-80% developed as large lots following the Development Plan over the past 50 years. It is not appropriate to disregard the Development Plan to mix high density subdivisions in an area already

80% developed under the existing plan of R-1 for the remaining small percentage of undeveloped land in this area. There is land outside of this corridor available for high density housing.

Please include our letter in the packet to be distributed to the City Council on January 3, 2024.

Thank you for your time and consideration in this matter.

Sincerely,
Archie and Sue Magee
2517 Oleaster Court
Grand Junction, CO

Niki Galehouse

From: bfuoco2467@gmail.com
Sent: Saturday, January 6, 2024 1:01 PM
To: Niki Galehouse
Subject: RZN 2023-555

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

Hello Niki,

As the largest landowner on H Road between 24 and 25 Road l will be the most impacted by a decision to change the zoning from R-1 to R-5 at 2428 H Road. My family has lived there for forty years as opposed to a developer who recently purchased his property.
This property is a tier II property bordering tier III. Any zoning change would change the character of the area forever. A development with the density of downtown Grand Junction would be inconsistent and detrimental to the entire surrounding area which is mainly agricultural.
There is no need to leap frog plenty of developable properties to change the zoning from R-1.
Per Grand Junction's own comprehensive plan, any subdivisions should be compatible with the surrounding area. R-4,5 would not be.
Please deny the zoning change request.

Bob Fuoco

Please forward my comments to the PC for the January 23rd hearing.

Sent from my iPad

Niki Galehouse

From: Lynette Richardson <richardsonranch21@yahoo.com>
Sent: Monday, January 15, 2024 8:16 PM
To: Niki Galehouse
Cc: David Mayer
Subject: I am oposesed to the hight density proposal below:

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

Please vote No on this rezoning:

Vista 5 LLP Rezone' of **2428 H Road** continues to propose up to **5.5 units/acre, or up to 95 homes on this 17.3 acre parcel** …
oppose the rezone and that the **existing 1 house/acre [R-1] zoning on the subject parcel** already **reasonably reflects the long established land use of the area**.

Rezone is **dramatically not in character** with the long-standing already developed nature of the area,

Respectfully yours,

Lynette Richardson
21st Century Health Technologies
970-261-5100
richardsonranch21@yahoo.com
Website: richardson.mynikken.com

"Energy Medicine is the medicine of the future."

Niki Galehouse

From: ashley beesley <ashleywcolo@yahoo.com>
Sent: Tuesday, January 16, 2024 11:42 AM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

Dear Nicole,

I'm writing in opposition to the proposed development at 2428 H Road in North Grand Junction, also know as Vista 5 LLP rezone, Application # RZN-2023-555.

I strongly urge the density be thought out to more reflect the current buildout, which on average reflects 1 unit per 5 acres, to keep the land use similar and cohesive. RSF-1 would be the minimum for this area. 5 untis per acre is not fitting at all, not to mention the many many issues it would bring to the already stressed infrastructure North of Patterson Road to Highway 6 and 50.

I appreciate your time and consideration.

Thanks,

Ashley Goetz
970-361-8871
ashleywcolo@yahoo.com

Sent from Yahoo Mail on Android

Niki Galehouse

From: Bruce Bolton <fortbolton@gmail.com>
Sent: Tuesday, January 16, 2024 8:36 AM
To: Niki Galehouse
Subject: RZN-2023-555

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

Vista 5 llp rezone. We are strongly opposed to rezone.

Niki Galehouse

From: judyjudyjdog@aol.com
Sent: Tuesday, January 16, 2024 2:02 PM
To: Niki Galehouse
Subject: Voice of opposition

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

I write in opposition to Project "Vista 5 LLP Rezone, Application #: RZN-2023-555. After visiting the area numerous times and searching for the "perfect" lot for my home relocation, I was particularly drawn to the area north of I 70 between 24 and 26 Roads. I wanted a lot of at least 1 acre in size set in amongst similar properties. The rural setting with urban access is ideal for those of us who like to live "in the country". This area has been maintained for decades with it's R-1 zoning, and it would be a huge disappointment to many of the residents in this area to consider re-zoning.

Thank you for your thoughtful consideration to maintain one of the areas unique and attractive neighborhoods!

Sincerely,

Judy Devine
2525 Riata Ranch Ct.
Grand Junction, CO 81505
330-417-5911

Niki Galehouse

From: Larry Tice <larry.d.tice@gmail.com>
Sent: Tuesday, January 16, 2024 11:31 AM
To: Niki Galehouse
Subject: vista 5 llp rezone

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

please let me restate my opposition to proposed rezone change. The existing
R-1 most similar to similar land use in this area. please maintain the rural character of this area

--
Larry D. Tice, MD

Niki Galehouse

From: Mark Madsen <markmadsen49@gmail.com>
Sent: Tuesday, January 16, 2024 9:35 AM
To: Niki Galehouse
Subject: Vista 5 LLP rezone

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

Dear planning committee and city council- We would like to voice our opposition to the proposed rezone of the existing 1 house/acre (R-1) of 2428 H Rd. (application # RZN-2023-555). It is not in character with the long-standing, already developed, nature of the area. Thank you- Mark & Karen Madsen (2484 Sage Run Ct.,)

Niki Galehouse

From: Sandra Holloway <sandsourdough@gmail.com>
Sent: Tuesday, January 16, 2024 8:51 AM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone at 2428 H Road

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

I am strongly opposed to the rezone of this property to over 90 parcels as it is not in character with the surrounding area. I also believe the road system is not up to the kind of traffic that an additional 180 +- vehicles will cause.

The existing 1 home per acre is plenty and already reasonably reflects the long established land use of the area.

--
Sandra M. Holloway

Niki Galehouse

From: Matthew Rossman <mrossman1984@gmail.com>
Sent: Wednesday, January 17, 2024 5:16 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

Hello Ms. Galehouse,
I'm emailing you on behalf of all the neighbors in the Appleton area in opposition of the rezoning at 2428 H Rd. We have petitioned year after year to prevent this rezoning as it does not fit the character of the area, nor does it maintain the diversity of the grand valley we love. The city council settled 3-4 years ago on 1 house per acre previous to the applicant pulling their application. Please keep this in mind as you make your decision.

Kind Regards,
Matt Rossman

Niki Galehouse

From: Drew Reekie <drewreekie@icloud.com>
Sent: Friday, January 19, 2024 9:05 AM
To: Niki Galehouse
Cc: Dave Zollner
Subject: Vista 5 LLP

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

This application for rezone is not consistent with the character that is already developed (1 home per 5 acres)! Stay consistent with the history of 1 home per 5 acres, which will maintain the esthetic value of Appleton.

Drew and Mary Reekie
2411 I Road
Sent from my iPhone

Niki Galehouse

From: craig Moulton <cmoulton2468@yahoo.com>
Sent: Friday, January 19, 2024 9:45 AM
To: Niki Galehouse
Subject: 2428 H Road Rezone

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

I'm sending this email to voice my objection to the re-zoning subject property from R-1 to R-5. This will put a strain on the current infrastructure as it is currently not designed to handle the increase in traffic. The area now is designed for larger land parcels (1 to 10 acres). Please consider this and vote against this project.

Thank you Craig Moulton

Stephen Hillard
887 25 Road
Grand Junction, CO 81505

To: Grand Junction Planning Commission

Re: Opposition to Vista 5, LLP Rezoning Application

Date: August 19, 2023

Dear Commissioners,

A settled doctrine under Colorado law is that spot zoning is illegal and will be reversed by the courts.

In this application, Vista 5 seeks to maneuver the Planning Commission into approval of a classic case of arbitrary spot zoning. This will create an island of inconsistent use in a substantial expanse of uniform low-density residential and agricultural development. It also may generate appeals and litigation — all to the detriment of the public process and for the economic benefit of a single landowner.

I. <u>The Proposal Constitutes Spot Zoning.</u> The classic definition is:

> "[T]he process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners."

1

Anderson's American Law of Zoning, 4th Edition, Sec. 5.12 (1995).

II. Under Colorado Law, Rezonings Are Reversed When They Disrupt the Character of the Neighborhood.

In Clark v. Boulder, 146 Colo. 526, 362 P.2d 160 (Colo. 1961), the unanimous Colorado Supreme Court found that a rezoning was arbitrary and constituted spot zoning based upon these factors:

- There must be a substantial "change in the character of the neighborhood" to justify the rezoning.
- The rezoning change "clearly fails to take into account the need for reasonable stability in zoning regulations."
- It "had all the earmarks of enabling" the developers to build an inconsistent use.
- "[The] change had all the vices of spot zoning, in that it singled out a small area for special treatment in a manner that did not further the comprehensive plan."
- "In determining whether spot zoning is involved, the test is whether the change in question was made with the purpose of furthering a comprehensive zoning plan or designed to relieve a particular property from the restrictions of the zoning regulations."

In Holly v. Commissioners, 140 Colo. 95, 342 P.2d 1032

(Colo.1959), the Colorado Supreme Court held:

- It is apparent that one of the primary objectives of proper zoning would be defeated if the courts were to approve such a flagrant disregard of the rights of those immediately affected, as has occurred here.

- "The power to amend is not arbitrary. It cannot be exercised merely because certain individuals want it done or think it ought to be done. The change must be necessary for the public good."

- "The defendant, by amending the Arapahoe County Zoning Resolution, as it did, failed to take into consideration the need for reasonable stability in zoning regulations . . . . In so doing, it abused its discretion, acted arbitrarily and capriciously, and exceeded its jurisdiction."

III. The Vista 5 Rezoning Is Contrary to the Comprehensive Plan.

The City's Information memo (12/12/23) (the "Study") argues that the application is in conformance with the Comprehensive Plan. This conclusion is in error and arbitrary in the following respects:

First, the Study found that three of the five criteria under the applicable municipal code were not met. Stated in plain English, the findings are:

A. The character of the area has **not** changed, and therefore the rezoning would **not be consistent** with the Plan.

(page 3, item 2). This finding alone makes this an example of spot zoning under Colorado law.

B. An adequate supply of suitably designated land **is available** in the community to accommodate the proposed use. (page 4, item 4).

C. The community will **not derive benefits** from the proposed amendment. (page 4, item 5).

This leaves only two criteria, both of which are also not satisfied.

D. Subsequent events have **not** "invalidated" the R-1 zoning.

No actual, physical events have occurred in this community that could possibly invalidate the status of this property. The original City Council decision to zone this parcel R-1 was based on extensive hearings and public input. That decision remains correct on the facts today.

Finding no events in the real world that would change the character of this community, the Study looks to paper events. It finds "invalidation" in the "retirement" of the R-1 category. The City's argument is nothing more than a classic "bootstrap" attempt. The new municipal code clearly provides that the retirement in no way invalidates the legal integrity of the present R-1 zoning for Vista 5 property.

The limited effect of the term "retirement" under the new code could not be clearer. As the Planning Commission was told by its advisors and accepted in the course of public hearings, the term "means that the district regulations are carried forward in the new code but future rezoning to that district is prohibited." Land

Use and Development Code, Module 2: Zone Districts and Uses / October 2022 at 5.

The current R-1 zoning on the Vista 5 Property is valid and carried forward. Even on paper, there is no "invalidation" and no change of circumstances.

Accordingly, this finding is incorrect and arbitrary.

E. Public and community facilities are **not** adequate.

The Study erroneously finds that the public and community facilities are adequate to serve the higher density. (pages 3-4). There is no basis for this finding, especially in regards to:

- Parks. The location of Canyon View Park is in fact a problem for this rezoning. The park is a magnet for kids walking or taking their bikes to the park, which means that from this proposed subdivision they will typically go over a dangerous, no-walk-way, highly inadequate bridge on 24 1/2 Road. The 24 Road access is perhaps worse. This is a disservice to the public and an open invitation for municipal liability.

- Roads and Access. To drill down a little deeper, consider the Pedestrian and Bicycle Plan, recently reviewed and approved by the Council. It clearly identifies access across the 24 Road and 24 1/2 Road bridges as Level-4 problems — i.e. they are unsafe. Allowing this intense development (involving scores of young children) to go forward now will result in undeniably unsafe conditions according to the City's own planning documents. Surely the City does not want to disregard its own planning process just to get this development done to economically benefit one person.

5

- Schools. The fact that Appleton Elementary is 6/10 of a mile away just glosses over the fact that the school is already overcrowded. Adding another 80-plus residences nearby will compound this problem. The Study fails to even address this key issue.

- Fire Department Response. This is serious, life-or-death business. The Study, however, again glosses over this critical facility. The City previously admitted that the response time does not meet the required response time under the National Fire Protection Association standards. Those standards set a required performance limit. See NFPA Section 1710 (2020). That other fire stations could also arrive late doesn't help. Nor does recitation that the City has a plan for a future fire station address this absolute non-compliance of a critical facility.

Accordingly, as to the "facilities" test, the proposed rezoning flunks. It is unsafe and invites disaster for the public and the City along the way.

Finally, the Study resorts to generalized considerations of "visions, goals, and policies" under the Comprehensive Plan.

Within the 100-plus pages of the Comprehensive Plan are numerous visions, goals and policies that could be marshalled to counter this approach. Principal among these is not disrupting established neighborhoods. However, rather than catalog this array, one important point is that this approach cannot be used by the Planning Commission to support a rezoning.

The Applicant and the City have both elected to proceed under the 2010 Municipal Code. That being the case, there is no authority to factor in these generalized considerations for this

rezoning. The 2010 Municipal Code at 21.02.140 does not provide for a generalized, catch-all category for rezoning decisions. In fact the relevant language is that the rezoning "must only occur if" one of the five criteria is found. There is no generalized escape hatch from this mandatory provision.

The 2023 Municipal Code makes this even clearer: "Applications shall not be processed under a combination of prior regulations and this Code." 2023 Municipal Code at 21.01.110 (c) (1).

A few observations are nonetheless in order for this part of the Study:

- The Study correctly notes that the priority should be on in-fill and redevelopment projects, rather than rezoning this far-flung island for the economic benefit of a land speculator and the detriment of the surrounding community.

- However, it is incorrect to declare that housing in Grand Junction is "in crisis." This is totally unsupported and has the air of a political statement. The Comprehensive Plan says that the city is expected to grow by slightly over 1% per year, hardly the basis for a crisis. The statement also is contradicted by the findings of District 51, well-publicized in the media, that there is a declining student population and schools have to be merged or eliminated. This is certainly not a basis for the rezoning at issue here.

IV. Finally, the Application Has a Fatal Notice Defect.

This is a matter of law as established by explicit precedent from the Colorado Supreme Court.

21.02.080(G)(4) provides:

> "(i) [T]he applicant shall post approved signs giving notice of the application. The applicant shall post at least one sign on each street frontage of the property at least 10 calendar days before the initial public hearing and remain posted until the day after the final hearing.
>
> (i) One sign per street footage is required."

The Applicant apparently failed to post the required sign on 241/2 Road. This is not a mere technical failure. The existence of that road as a public road was an essential component of the highly-controversial "flagpole annexation" of this very property in 2019. It cannot be ignored now.

Colorado is a "strict conformance" jurisdiction when it comes to notice requirements in zoning matters. As the Colorado Supreme Court held in Holly Development Corp. v. Board of County Commissioners, 342 P.2d 1032 (Colo. 1959):

> "It has been the rule in this state since territorial days that statutes relating to publication of notice in legal proceedings must be strictly complied with."

Id., *quoting* People for Use of School District No. 6 v. Schaeffer, 100 Colo.70, 65; 65 P.2d 699, 701 (Colo. 1937).

"Publication," of course, includes conveying information by physical signage. This is still, and perhaps more than ever, a critical way of informing the public. The available print media in this market are simply not of general circulation any more. Posting of signage is an important form of notice publication.

8

Nor can this error be saved by the "Substantial Compliance" section of the 2010 Municipal Code, 21.02.080(g)(7). In Holly, *supra*, the applicant argued that there had been substantial compliance because the opposing parties appeared in the proceeding and thus had actual notice. The court rejected this, no doubt because the strict compliance rule is based on constitutional considerations of due process for entire communities:

> "Notice by publication is the law's substitute for personal notice. . . . [T]o be effective as against any one whose rights are involved . . . strict compliance with the proper statute is essential . . . ." *Id.*

Accordingly, this is a fatal error and the application must be denied.

Conclusion.

The simple truth is that elements within the City have for years sought to disrupt this long-established rural neighborhood. This application is merely *deja vu* all over again and should not be approved.

Respectfully submitted,



Niki Galehouse

From: Randy Hunt <cobblecreekoffice@gmail.com>
Sent: Monday, January 22, 2024 10:08 AM
To: Niki Galehouse
Subject: 2428 Re zoning

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

Just like to say My wife and I are against this! Thanks Randy Hunt 2453 H Road

Niki Galehouse

From: Dan Steinkirchner <dsteinkir@gmail.com>
Sent: Monday, January 22, 2024 12:47 PM
To: Niki Galehouse
Subject: Rezone of 2428 H Road

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

The rezone of **2428 H Road** continues to propose up to **5.5 units/acre, or up to 95 homes on this 17.3 acre parcel …** this is not consistent withthe character of the residential area North and East of I-70 and 24 Road.

I oppose the rezone of this property and I believe the **existing 1 house/acre [R-1] zoning on the subject parcel** already **reasonably reflects the long established land use of this area** and request denial of the rezoning of this property.

Respectfully,

Dan Steinkirchner
780 Foxtail Rd
Grand Junction, CO 81505

Sent from my iPhone

Niki Galehouse

From: Tracy Brown <tracy.jeanne@yahoo.com>
Sent: Monday, January 22, 2024 1:53 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone: RZN-2023-555

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

I oppose this **Rezone** because the **existing 1 house/acre [R-1] zoning on the subject parcel already reasonably reflects the long established land use of the area**.

Thank you,

Tracy J Brown

Niki Galehouse

From: Kristin Rau <kernrau@gmail.com>
Sent: Monday, January 22, 2024 4:27 PM
To: Niki Galehouse
Subject: Vista 5 LLP Rezone

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

I oppose the rezone and that the existing 1 house/acre [R-1] zoning on the subject parcel already reasonably reflects the long established land use of the area.

Kristin Rau
2573 I Rd

Niki Galehouse

From: Neil Morris <morrisneiloby@gmail.com>
Sent: Tuesday, January 23, 2024 8:13 AM
To: communications
Cc: Niki Galehouse
Subject: Opposition to High Density Subdivision RZN-2023-555

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

Dear Grand Junction Planning Commission,

I am writing to express my strong opposition to the proposed rezoning of the land North of H Rd between 24 and 24 1/2 Rd. As a concerned resident and taxpayer, I firmly believe that the City Council's thoughtful approval of R-1 zoning (1 Dwelling per acre) just over three years ago was a well-considered decision based on the historical development of the area.

The region between 24 Road and 26 Road, North of I-70, has been methodically and purposely developed with R-1 zoning since approximately 1970. The planning department's codes, established in 1990, have reinforced this zoning, contributing to the unique character and stability of the community. The area is currently developed with predominantly 10, 5, 2, and one-acre lots.

Introducing a radical change in zoning to the proposed density level is not consistent with the quality growth that our community deserves. The existing zoning has played a crucial role in maintaining a diversity and variety of land use, fostering a balanced and harmonious development pattern. Altering this established framework would not only disregard the careful planning of the past but also exert undue pressure for higher density developments throughout Grand Junction.

I urge the City Council to consider the long-term implications of such a rezoning decision on the community's character, infrastructure, and overall quality of life. It is crucial that we preserve the thoughtful planning that has shaped our neighborhood for decades and avoid making decisions that could lead to haphazard development and diminished living standards.

I appreciate your attention to this matter and trust that you will carefully consider the concerns of residents who are deeply invested in the well-being and sustainability of our community.

Sincerely,
Neil Morris
Homeowner
818 24 1/2 Rd
GJ, CO 81505

Niki Galehouse

From: Patrick Page <ppage@patrickpagemd.com>
Sent: Tuesday, January 23, 2024 10:02 AM
To: Niki Galehouse
Cc: Dave Zollner; Cynthia Komlo; Bob Fuoco
Subject: Appleton zoning opposition

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

Niki Galehouse,

I reside at 827 25 road, property I have owned since 1989.

I oppose any zoning density greater than R1.

I appreciate the need for Planning to balance the growth expectations for Mesa County against the need for neighborhoods to maintain their character.
I do not think it is in the sole interest of Planning to accommodate developer's desire for wholesale dense growth against that character.

If Planning/City Council maintains the R1 designation, subdivisions like Greystone, which maintain a character consistent with East Appleton, will gradually appear and will raise no opposition by the residents impacted.

A complete buildout of R1 in this area would result in an approximate 1000% increase in density.
This would be more than its fair share of growth accommodation.

Patrick Page

ppage@patrickpagemd.com

Niki Galehouse

From: Bobbi Alpha <bobbialpha@aol.com>
Sent: Tuesday, January 23, 2024 11:56 AM
To: Niki Galehouse
Cc: davecz1974@gmail.com; Karen Madsen; dan.komlo26@gmail.com
Subject: OPPOSE Vista 5 LLP Rezone

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

We oppose the rezone.
Application#: RZN-2023-555
Project Name: Vista 5 LLP Rezone
Address: 2428 H Road

The existing 1 house/acre [R-1] zoning on the subject parcel already reasonably reflects the long established land use of the area.

Sincerely,
Barbara and Sigma Alpha
843 25 Road, GJ 81505

Grand Junction Speaks
Published Comments for January 23, 2024 Planning Commission Meeting
Vista 5 LLP Rezone

Monona Wyatt Wy ATT
• Jan 22, 2024 • 12:19pm
it is with a heavy heart and great sadness that I learned you wanted to take another piece of prime farmland and turn it into a high density housing addition. we own the property directly west and have many concerns we are agricultural with crops and livestock that will be impacted by the people traffic noise domestic animals that and Urban Development would bring into this area your plan for this property. for 54 houses with access only from 24 and a quarter Road would generate a minimum of 4 people per house that is 216 people each house would have at least two vehicles or 108 more vehicles at least if each vehicle goes in and out once a day that is 216 more vehicles on that road in one day but more likely would be 432. Jim one day if each goes in and out twice then there is the trash pick up mail delivery meter readers repairman utility companies delivery unit and it goes on and on if the average house cost between 300000 to 600000 and the average property tax on all property in this area will go up the agricultural our Urban the school will be stressed with more students at least 108 to summarize to benefit the developer by several million the realtor by thousands and commission the city from property taxes building permits fees licensees and Pepsis. utility companies from scenes monthly bills and engineering and surveyors who lose it's the present property land owners promote more high density development and this agricultural area over crabs schools changes the character of this area from Royal to Urban increases traffic in an already very heavy traffic area of 8 and 24 and a quarter Road loss of peace and quiet and courage is smaller agricultural operations out of business Apex wildlife habitat increases know a new people in the subdivision use excessive water complain about I will cultural activities smells and except row increases vandalism in crime and in dangers livestock and senses makes it even easier for the city to expanded borders raising property taxes in this area you were elected appointed are hired to serve the people not just the ones. money all the people do your duty and denied this subdivision thank you
Address:
24168 Road Grand Junction Colorado
Grand Junction Colorado, 81505
Greg Tamburello
• Jan 19, 2024 • 6:42am
The area being considered for this development is not conducive to R5 development. First off it does not fit with the character and use of the land in that area. Rural homes on 1 acre or more are the norm. Most all of the nearby residents moved to the are to get away from this type of development and cherish the daily life living in this community. This development would up end the area and de-value nearby properties, its like a Cancer that consumes the real quality of life. The North are has been historically known for wonderful rural estates. The Infrastructure that exists is not ready, there are no sidewalks no Bike paths, yet you are considering a development with literally hundreds of children venturing out into the area to explore. The 24 1/2 road Bridge over I-70 is Extremely narrow with steep inclines on the North and South side that limit the distance one can view on coming traffic. A bicyclist gambles with his life going over the bridge, there is barely enuf room for two cars passing side by side let alone with a bike or pedestrian. Can you imagine children with bicycles trying to get to Canyon View park over that bridge! H road itself is narrow with no bike or walking paths and again would not be conducive to this type of development. Keep in mind the adjacent parcel not included in this application would be developed after completion and would be compounding the problems in this area. The only beificary's of this development are the developers they don't care about the area they are interested in one thing, MONEY and the nearby residences are left to deal with the aftermath. Certainly there are better undeveloped parcels within the Grand junction limits better suited for high density such as this. Please keep the development in this area 1 acre parcels like the City Council recommended. Approve 1 per acre its a better fit.
Address:
2446 Ruby Mesa Court

Grand Junction, 81505

GRAND JUNCTION PLANNING COMMISSION
January 23, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Shanon Secrest, Ken Scissors, Keith Ehlers, and Kim Herek (virtual).

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dani Acosta Stine (Senior Planner), Dave Thornton (Principal Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 54 members of the public in attendance, and 2 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 9, 2024.

REGULAR AGENDA

1. **Riverfront at Dos Rios ODP** **PLD-2023-581**
   Consider a request by DR Land LLC, DR Townhomes LLC, Buena Vida HQ, LLC, and the City of Grand Junction to amend the Planned Development Zoning and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

Staff Presentation
Dani Acosta Stine, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Tess Williams with May Riegler provided a brief update on the status of the development and were available to answer questions.

Questions for staff

Commissioner Ehlers confirmed that the applicant was on board with the proposed amendments to the PD ordinance.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

DRAFT

There were no public comments.

The public comment period was closed at 5:58 p.m. on January 23, 2024.

Discussion

Motion and Vote

Commissioner Scissors made the following motion “Chairman, on the request for the amendment to the Planned Development zone district and Outline Development Plan (ODP) for Riverfront at Dos Rios Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue, City file number PLD-2023-581, 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 Secrest seconded; motion passed 6-0.

2. Aspire Residential Rezone RZN-2024-12

Consider a request by Ken Co LLC to rezone 7.102 acres from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac).

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Commissioner Ehlers asked if this development would require a traffic study to be completed.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:12 p.m. on January 23, 2024.

Discussion

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the Rezone requests for a 7.11 acre rezone from R-4 (Residential - 4 du/ac) to R-24 (Residential – 24 du/ac) located at 2651 Stacy Drive, a request by the owner Ken Co LLC and applicant Aspire Residential, City file number RZN-2024-12, 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.”

DRAFT

Commissioner Ehlers seconded; motion passed 6-0.

3. Vista 5 LLP Rezone RZN-2023-555

Consider a request by Vista 5, LLP to rezone 17.37 acres from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5.5 du/ac) located at 2428 H Road.

Commissioner Secrest addressed the public requests for his recusal from this item.
The other Commissioners stated they had no concerns over Commissioner Secrest hearing the item.

Staff Presentation

Niki Galehouse, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Nate Porter, owner of the parcel, provided some quotes by City Council members in support of development of affordable housing.

Ivan Geer with River City Consulting provided a presentation on the request and was available for questions.

Questions for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 16, 2024, via www.GJSpeaks.org.

Bob Fuoco stated that in 2019, City Council zoned the parcel to R-1. He noted that the subject property is completely surrounded by Mesa County and is not contiguous with the Persigo district. He argued that this rezone would reduce available stock for low density development. He commented that the area is unsafe for pedestrian and bicycle traffic.

Donna Aubert raised concerns about the increased strain on Appleton Elementary School.

Jim Marshall spoke on the approval criteria for the rezone and gave his reasoning for disagreeing with City staff's findings.

Meryl Wyatt stated that affordable housing is not as beneficial in the long term as attainable housing. He stated that Grand Junction needs to build more housing at all densities.

Dan Komlo stated that all of the previous applications for this project had strong opposition from the neighboring residents. He stated that this rezone is inconsistent with the character of the area. He stated that there is a lack of safe pedestrian connections across I70.

Larry Tice stated his opposition to the increased density.

DRAFT

Christi Reece expressed her support for the rezone noting the communities need for higher density housing developments.

Shiloh White stated she was open to development of the parcel, but only at the R-1 density. She provided statistics on consumer preferences for housing. She noted that there are high density developments nearby, but that kind of development did not fit the character of this area. She argued that other boundaries already exist besides the Urban Development Boundary (UDB).

Pat Page noted that if all the parcels in the area developed as R-1, it would be a 1000% increase in the density of the area. He argued that this area had intrinsic value for the variety of housing options in Grand Junction.

Dave Zollner quoted one of the commissioners on their opinion of the development. He said that the UDB is not a good indicator for development and that proximity does not necessarily mean it matches the character. He stated his complaints about the flagpole annexation and public noticing. He argued that this development is not infill and provided context from the 2020 One Grand Junction Comprehensive Plan (2020 Comp Plan) to support his claims.

Tyler Mundy argued that R-5 is not low density. He brought up the current state of H Rd and that the development would not be accessible by a City street. He expressed that if H Rd is supposed to be a major thoroughfare, the 24 ½ and 25 Rd bridges should be improved as well.

Ed Butterfield stated that he moved to the Grand Junction due to the diversity of housing options.

Cynthia Komlo disagreed with the quotes provided by Nate Porter. She argued that affordable housing did not currently exist in the area and should not be developed there in the future.

Ivan Geer stated that the UDB was the extent of annexation for the City. He noted that enrollment was declining for schools.

Nate Porter clarified his definition of affordable vs. attainable housing, and that he had nothing to do with the rezone of the property in 2019.

Commissioner Ehlers clarified that City Council approved the rezone to R-1 before the adoption of the 2020 Comp Plan. He asked if the proposed designation of H Rd as an arterial road was under current traffic volumes or projected future volumes. He asked how the character and condition of the area had changed since the last time this project was presented to the Planning Commission. He asked if there were any roads, other than H Rd and 24 Rd, that were slated for improvement in the area.

The public comment period was closed at 7:34 p.m. on January 23, 2024.

Discussion

DRAFT

Commissioner Ehlers thanked the community members for their participation and quality of feedback and presentations they provided. He commented on his familiarity with the area. He provided some context on the delineation of the UDB and the importance of public input in its implementation. He noted that the R-1 zoning was not in alignment with the 2020 Comp Plan and that it is the owner's right to develop their property as they choose, provided it is in alignment with the 2020 Comp Plan.

Commissioner Duyvejonck thanked the community members for their participation and that their feedback was taken into consideration. She noted that the Commission's decision has to be based on future development and that it is easier to be proactive with development.

Commissioner Scissors thanked the community members for their participation. He noted that the Planning Commission was entertaining a request to rezone the property, not to amend the 2020 Comp Plan. He noted that the request aligned with the 2020 Comp Plan. He addressed his previous comment on compatibility of this development and that he still did not see it, but that there were adequate amenities and services presently available to accommodate the development.

Commissioner Secrest thanked the community members for their participation. He noted that what neighborhoods want and what the community wants aren't always in alignment and that the Commission needed to consider the 2020 Comp Plan first and foremost. He mentioned that what constitutes "affordable" is often subjective.

Commissioner Herek echoed the comments made by the other commissioners.

Motion and Vote

Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the property located at 2428 H Road, City file number RZN-2023-555, 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 Secrest seconded; motion passed 6-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Scissors moved to adjourn the meeting.
The vote to adjourn was 6-0.

The meeting adjourned at 7:56 p.m.

DRAFT

RE: Vista 5 LLP Rezone Application RZN2023-555

My name is Dale Breckenridge and along with my wife we live at 2445 Ruby Masa Court directly north of the 17 acre property of the Vista 5 LLP rezone application, which we both strongly oppose for the following reasons.

A rezone of the 17 Acres at 2428 H road to R-5 with an average lot size of less than one fifth of acre in this area of Appleton where the average lot size is greater than 2 acres is a total mismatch or inconsistency with the current environment of one home per five acres.

More disturbing is the fact that granting this rezone of R-5 opens the door for other property owners/developers to request and have approved R-5 rezoning requests for undeveloped properties and large lots in this area of Appleton. If one existing property in the area is rezoned R-5 then it is almost impossible to have other R-5 or higher rezoning request in the same area denied. Thus in this part of Appleton we could very easily be surrounded by homes built on small R-5 lots or more dense neighborhoods. H Road makes a good dividing line between the current high density neighborhoods south of H Road and the larger lots with low density housing north of H Road. The coming of Costco to Grand Junction will only make this more likely and sooner to happen if this rezone request is granted.

Affordable housing has two aspects that need to be addressed by the city of Grand Junction. One is the price of housing and the other is the price of paying for the cost of required services (i.e. property and other taxes). With the development currently under way south of H Road the current balance of lower priced housing to more expensive housing is being tilted toward more lower priced housing with a corresponding demand for increased service costs and higher property taxes. It is this part of the equation that will make Housing in Grand Junction less affordable and is the reason why we moved out of California. Granting the Vista R-5 rezone request will only exacerbate this problem.

In other parts of the country where we have previously lived, the crime rates have varied with the cost of housing in the area, with the crime rate being higher in more dense less expensive areas compared to areas with more expensive and less dense housing. For us this means that the area in which we currently live would become less safe if this Vista R-5 rezone request was granted and opened the door for other R-5 or higher density rezone requests in this part of the Appleton area to be granted.

While zoning of R-1 is the best fit for this area of Appleton, it may no longer be the most appropriate or desirable fit for the home buyers of today. A good compromise that would protect the current fit and nature of the Appleton area and also make the lot size more appropriate for todays home buyer would be changing the zoning to R-2 or R-3. Changing the Zoning to R-5 would definitely change the nature of this part of the Appleton area today and increasingly so in the future along with a decrease in property values for the residences currently in the area.

Thanks for your time and consideration,

Dale and Sally Breckenridge

Also hve

Niki Galehouse

From: bfuoco2467@gmail.com
Sent: Wednesday, January 24, 2024 4:31 PM
To: Niki Galehouse
Subject: Re: January 23rd Planning Commission

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

Niki,
I am not sure who I should send this email to but I hope you will forward to the City Attorney, Planning Commission and City Administration.
I am deeply offended by the remarks made by Shanon Secrist at last nights PC Hearing regarding my phone conversation with him last week. His unprofessional act of disclosing my name was intended to embarrass and discredit me.
Last week I had called him and then texted him regarding our groups concern regarding a statement he made to me last summer. He said and I quote to the best of my recollection “why don’t you buy the property and I will help you develop it.” That conversation raised concerns from all members of our group. Rather than disclosing the conversation with the City and risk embarrassing him I felt it was best to respond in an informal way with a civil conversation with him.
When the applicant has a Realtor representing himself as speaking for the Realtor organization in support of the project it is obvious to me that most any realtor would have an interest in the projects approval. That, in itself to me, should be grounds for recusal but coupled with his personal desire to develop the property is a huge red flag.
Unlike Shanon, I did not say anything regarding the conversation last night as I did not feel it was something to be made public.
Bob Fuoco

Sent from my iPad

> On Jan 23, 2024, at 1:52 PM, Niki Galehouse <nicoleg@gjcity.org> wrote:
>
> Thank you for the information. I will provide the request to the Chair.
>
> Niki Galehouse, AICP (she/her/hers)
> Planning Supervisor
> City of Grand Junction
> 250 N. 5th St, Grand Junction, CO 81501
> O: 970-256-4014
> gjcity.org | EngageGJ
>
>
>
>
>
> -----Original Message-----
> From: bfuoco2467@gmail.com <bfuoco2467@gmail.com>
> Sent: Tuesday, January 23, 2024 12:57 PM
> To: Niki Galehouse <nicoleg@gjcity.org>

> Subject: Re: January 23rd Planning Commission
>
> ** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **
>
>
>
>
> The North Grand Junction neighbors. Mike Daniels, Dan Duffey, Craig Moulton, Dave and Lene Pacini, Diane Davis. I can list more if needed.
> My wife will present the video I provided you prior to the last hearing. I had to download it to the computer in the hearing room since the tech person was not aware of it. I assume it is still there.
>
> Bob
>
> Sent from my iPad
>
>> On Jan 23, 2024, at 11:51 AM, Niki Galehouse <nicoleg@gjcity.org> wrote:
>>
>> Bob,
>>
>> What group are you speaking on behalf of? We can make the request to the Chair; it is up to them to accommodate that request.
>>
>> Niki Galehouse, AICP (she/her/hers)
>> Planning Supervisor
>> City of Grand Junction
>> 250 N. 5th St, Grand Junction, CO 81501
>> O: 970-256-4014
>> gjcity.org | EngageGJ
>>
>>
>>
>>
>>
>> -----Original Message-----
>> From: bfuoco2467@gmail.com <bfuoco2467@gmail.com>
>> Sent: Monday, January 22, 2024 3:06 PM
>> To: Niki Galehouse <nicoleg@gjcity.org>
>> Subject: January 23rd Planning Commission
>>
>> ** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **
>>
>>
>>
>>
>> Hello Niki,
>>
>> Is it still allowed to exceed the three minute time limit if you are speaking for a group, and/or are you allowed to cede some of your speaking time to another person?
>>

>> Bob Fuoco
>>
>> Sent from my iPad

Niki Galehouse

From: Carol Fowler <ccoefowler@gmail.com>
Sent: Friday, January 26, 2024 2:32 PM
To: Niki Galehouse
Subject: Rezone application 2023-555 by Vista 5 LLP

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

I reside at 2485 Sage Run Court. My husband and I opposed the previous application to change this parcel from R-1 to R-5. It appears to us that each time this parcel changes hands the new owners seek to change its zoning classification; we think this is most regrettable.

My husband and I think the R-1 classification of this parcel is the most consistent with zoning and land use within the Appleton area. We strongly oppose reclassifying this parcel from R-1 to any other designation with denser housing than R-1.

Carol Fowler MD
Sent from my iPhone

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING FROM R-1 (RESIDENTIAL - 1 DU/AC) TO R-5 (RESIDENTIAL – 5 DU/AC) ZONE DISTRICT

LOCATED AT 2428 H ROAD
Tax Parcel No. 2701-283-04-001

Recitals:

The property owner, Vista 5, LLP, proposes a rezone 17.37-acres located at 2428 H Road.("Property") from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5 du/ac).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning of the Property from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5 du/ac), finding that it conforms to and is consistent with the Land Use Map designation of Residential Low (2-5.5 du/ac) of the *2020 One Grand Junction Comprehensive Plan* and the Comprehensive Plan's goals and policies, and is generally compatible with land uses located in the area.

After public notice and public hearing, the Grand Junction City Council finds that rezoning the Property from R-1 (Residential – 1 du/ac) to R-5 (Residential – 5 du/ac) is consistent with the vision, intent, goals, and policies of the Comprehensive Plan and that request has met one or more criteria for a Comprehensive Plan amendment. The City Council further finds that request for a rezone to R-5 (Residential – 5 du/ac) zone district meets at least one of the stated criteria of §21.02.140 of the Grand Junction Zoning and Development Code.

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

That the Recitals are incorporated herein, and that the Property described below is hereby duly and lawfully zoned R-5 (Residential – 5 du/ac) on the City zoning map:

The Property is a parcel of land being LOT 1 OF VENEGAS MINOR SUBDIVISION NO. 2, COUNTY OF MESA, STATE OF COLORADO.

Introduced on first reading this 7th day of February 2024 and ordered published in pamphlet form.

Adopted on second reading this ___ day of _____, 2024 and ordered published in pamphlet form.

DRAFT

_____
Anna M. Stout
President of the City Council

ATTEST:

_____
Amy Phillips
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: February 21, 2024

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

A Resolution Updating City Park Rules

RECOMMENDATION:

Consider approval of the resolution amending the park rules as presented.

EXECUTIVE SUMMARY:

As happens every year or two, the department is in the midst of updating park rules. This effort also involves re-designing park rules signs for a more effective presentation. With the redesign, a few rule changes are proposed. These changes are in the spirit of acknowledging that the parks and recreation system is growing and, with that growth, the system is more susceptible to negative behavior in the parks, including increased vandalism. As such, after strong public engagement, staff proposed changes to the rules and the rule's presentation. The updated rules are proposed to help make the parks safer and more attractive to the entire community.

BACKGROUND OR DETAILED INFORMATION:

City Council approved amended park hours on January 18, 2023. This was a proactive step to ensure the Police Department and the contractor that oversees the overnight patrols, Citadel, have an additional tool to deter negative behavior. Since the new park hours were implemented, vandalism and other negative behavior in the parks have been reduced. This is a direct result of implementing winter hours. Using a similar theme, staff have extensively evaluated park rules in an effort to improve them and thereby enhance public safety in the parks and protect the substantial green infrastructure and facilities provided by Parks and Recreation.

Staff organized a public meeting to receive public feedback on the changes on January 29 at 5 p.m. in the hospitality suite. This meeting followed a press release and an e-

blast to the 20,000-plus email database. The Parks and Recreation Advisory Board (PRAB) also discussed the updated rules at their regular February 1 Board meeting. Extensive feedback was provided at both of these forums, which has greatly strengthened the rules as presented. Members of PRAB provided ample input, which has, as best as possible, struck the delicate balance between deterring negative behavior yet still encouraging healthy activity, use, and community building at the core of the mission of the Parks and Recreation Department. Additionally, the updated rules were informed by numerous other Colorado communities in an effort to align with best practices. Significant research was completed by City staff regarding one of the most consequential changes, the prohibition of structures or enclosures. The following communities informed the drafting of Grand Junction's rule to address structures and enclosures. Those city's associated language pertaining to structures and enclosures is also included next to their community name:

•Denver: No structure or enclosure is to be constructed, erected, installed or staked in any park facility. This includes, but is not limited to: tents, shacks, booths, stands, amusement devices, recreational equipment, carnival equipment, monuments, artwork and other improvements or furnishings, temporary or permanent, unless a permit has been issued.
•Arvada: It is unlawful for any person to build or place any tent, building, booth, stand or other structure, in or upon any public park within the city, without first having obtained a permit.
•Pueblo: It is unlawful for any person while in or upon any park to engage in any activity prejudicial to the good order and operation of the Department of Parks and Recreation. Such unlawful activities shall include erecting any booth, tent, stall or other structure in any park by any private person for any purpose except by written permission of the Director.
•Boulder: No person shall erect or use any tent, net or other temporary structure for the purpose of shelter or storage of property in any park or recreation area unless done pursuant to a written permit. This prohibition does not apply to temporary shade structures in any park or recreation area. A temporary shade structure is a structure such as an umbrella or awning that provides overhead covering or weather protection but not designed for overnight use or privacy and cannot be fully enclosed.
•Brighton: No person shall erect or maintain, or refuse to remove the same when ordered to do so, any building, structure, fence, barrier, post, landscaping, public furnishing, encroachment or obstruction of whatever nature, under, above and upon any public property.
•Castle Rock: It is unlawful for a person to erect or use any tent, net or other temporary and/or unauthorized permanent structure for the purpose of shelter or storage of property in a park or recreation area unless the area is designated for such use or done pursuant to a written permit of approval from the town. This prohibition does not apply to temporary shade structures such as an umbrella or awing the provides overhead covering or weather protection, but is not designed for overnight use or privacy and cannot be fully enclosed.
•Broomfield: It is unlawful for any person to any of the following acts: to build or place any tent, building, booth, stand, or other structure in or upon any of the parks without

first having a permit.
•Longmont: No person shall engage in any activity listed below without a permit: erect a fence, awning, projection, sign or canopy.
•Ft. Collins: Except as authorized by a permit obtained for such use, it shall be unlawful to construct a structure in a recreation area. Camping on public property – it shall be unlawful for any person to camp or pitch a tent on public property within the City.

At the February 13 PRAB meeting, the PRAB board voted unanimously to recommend to City Council the adoption of the updated rules. See the enclosed letter from PRAB chair Lisa Whalin.

Included with this agenda documentation is the following:
1. The draft resolution approving the adoption of the updated park rules.
2. The rules sign which reflects the updated rules as proposed.
3. The current rules sign up in the parks. The updated design is planned to more effectively communicate the park rules to the public.
4. A photo of the current park sign and rules sign. Staff plans to retain the archway structure and the top sign identifying the park with the City of Grand Junction and the Parks and Recreation logo. The updated rules sign would replace the bottom sign.
5. A mock-up showing the new rules sign attached to the existing archway sign and park name sign.
6. A letter from the Parks and Recreation Advisory Board recommending Council adoption of the updated rules.

FISCAL IMPACT:

The fabrication of new signs in all the developed parks is estimated to cost $30,000. The funds are included in the Parks and Recreation Department's 2024 Adopted Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 14-24, a resolution updating the Park rules for the City’s 35 developed parks.

Attachments

1. 2024-Parks-Rule-Sign-Draft-8-text-outlined
2. All Other Parks
3. Park Rules Feb 2024, letter from PRAB 2 13 24
4. Current LP sign
5. Mock up of proposed rules signage 2 13 24
6. RES-2024 Park Rules 20240214

Park Rules and Regulations

Thank you for visiting City of Grand Junction Parks!

For a positive experience for all, please be mindful of the following park rules and regulations:

Park hours*:

Nov. 1 to March 1 – 5:00 A.M. to 8:00 P.M.

March 2 to Oct. 31 – 5:00 A.M. to 10:00 P.M.

***Sports Parks, such as Canyon View, Lincoln, and Kronkright, are open 1 hour later than all other parks.**

ALLOWED



- Park utilization during park hours by any resident or visitor is encouraged.
- **Paid reservations have priority;** other uses are first come, first served.
- **Pets must be leashed at all times.** Please call Mesa County Animal Control for violations: 970-242-6707. **Pet waste must be cleaned up** (animal waste transmits disease – use pet waste pick up stations). Off leash dog park locations: visit gjcity.org/886/Dog-Parks.
- Pre-authorized Commercial Sales (GJMC 12.04.020).

ALLOWED BY PERMIT ONLY



Call **970-254-3866** for reservations/permits/general information

- **No structure or enclosure is to be constructed, erected, installed, attached or staked in any park facility, without a permit.** This includes, but is not limited to: tents, enclosed booths, monuments, artwork and other similar furnishings, whether temporary or not, without a permit. Recreational equipment such as sports nets, goals and open sided shade shelters are allowed.
- **Lines** (ropes, strings, webbing, cords or straps) **shall not be attached to trees or other park equipment / infrastructure, without a permit.** Slack lines are to be used only on slack line posts.
- Bump and Jumps / bounce houses require a permit.

PROHIBITED



- **Glass containers and fires are prohibited.** Cooking fires permitted only in City provided grills (GJMC 12.04.020).
- **All City parks are smoke free.** Tobacco, marijuana and vaping are prohibited.
- **Overnight camping, littering, golfing, and possessing stolen property are prohibited.**
- **Items left unattended after hours will be considered abandoned.**
- Violations of law or park rules may result in being trespassed from the City Parks and/or citation(s) for the offense(s) being issued.



NO Glass



NO Smoking



NO Camping



NO Littering



NO Dogs Off Leash

Please help keep your park clean and thank you for playing by the rules

CITY OF Grand Junction COLORADO

In case of emergency, call 911.

For violations of park rules, call dispatch: 970-242-6707.

There are other rules that may apply. Refer to Grand Junction Municipal Code.

For further information on park rules, visit gjparksandrec.org or scan this QR code:

English

Español

- Park hours: Winter, Nov 1 to March 1 - 5:00 A.M. to 8:00 P.M.
  Spring/Summer/Fall, March 2 to Oct 31 - 5:00 A.M. to 10:00 P.M.
- Fires are prohibited. Cooking fires permitted only in City provided grills (GJMC 12.04.020).
- All City parks/facilities are smoke free. Tobacco, marijuana and vaping are prohibited.
- Overnight camping, littering, dumping, golfing and glass containers are prohibited.
- Items left in the park after hours will be moved to an open location for a period of 72 hours. After 72 hours, any unclaimed items may be discarded or sold.
- Pets must be leashed and pet waste must be cleaned up. Animal waste can transmit disease.
- Preauthorization of commercial sales is required (GJMC 12.04.020).
- Paid reservations have priority; other uses are first come, first served.
  Call 970-254-3866 for reservation/permits/general information.
- Thank you - Please enjoy and take care of your park.

ALL OTHER PARKS

February 13, 2024

Grand Junction City Council
250 N. 5th St.
Grand Jct., CO 81501

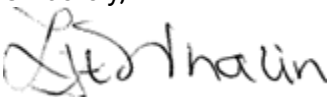
Dear City Council,

As the chairperson of the Parks and Recreation Advisory Board (PRAB), I am writing today to express PRAB's support for the proposed changes to the city Park Rules. PRAB met on February 1, 2024, for our regularly scheduled monthly meeting, and spent most of the meeting discussing the proposed Park Rules. We held a special meeting on Tuesday February 13, 2024, to have a final review of the proposed rules.

During our regular meeting, there was much discussion and suggestions around making the rules more succinct. Director Sherbenou shared input from the Public Meeting held on January 29, 2024, and shared information he found while researching Park Rules for other municipalities in Colorado, as well as several out of state municipalities with similar climates.

Given the suggestions during the regular meeting, it was determined a special meeting needed to be held for a final review. A quorum was present for the special meeting and PRAB voted unanimously to recommend to the City Council that the proposed Park Rules be adopted. It was clear to the PRAB that significant research had gone into developing the rules; and input was incorporated from the public, PRAB, and other crucial city employees. For all these reasons, we respectfully hope that the City Council approves the proposed changes to the Park Rules.

Sincerely,



Lisa Whalin, MA, LPC
Chairperson for the Parks and Recreation Advisory Board


Welcome To
LINCOLN PARK
CITY OF
Grand Junction
COLORADO
PARKS & RECREATION
•This park is open from 5:00 A.M. to 11:00 P.M.
•All City parks/facilities are smoke free, including tobacco, marijuana and substances delivered through electronic smoking devices
•Glass containers are prohibited
•Possession/consumption of beer and wine is allowed
•Pets must be leashed and waste cleaned up
•Golfing is prohibited
•Preauthorization of commercial sales is required
•Paid reservations have priority; other uses are first come, first served
•970-254-3866 for reservation/permits/general information or to provide feedback


LINCOLN PARK
CITY OF
Grand Junction
COLORADO
PARKS & RECREATION
Park Rules and Regulations
Thank you for visiting City of Grand Junction Parks!
For a positive experience for all, please be mindful of the following park rules and regulations:
Park hours*:
Nov. 1 to March 1 – 6:00 A.M. to 8:00 P.M.
March 2 to Oct. 31 – 5:00 A.M. to 10:00 P.M.
*Sports Facilities Parks, Lincoln, Canyon View and Kronkright, are open 1 hour later than all other parks.
ALLOWED
• Park utilization during park hours by any resident or visitor.
• Paid reservations have priority; other uses are first come, first served.
• Cars are allowed in parking areas only.
• Pets must be leashed at all times and waste must be cleaned up (please make use of the pet waste pick up stations – animal waste transmits disease). Enforcement is provided by Mesa County Animal Control. Please call 970-242-6707 for violations. For off leash dog park locations, visit gjcity.org
ALLOWED BY PERMIT ONLY
Call 970-254-3866 for reservations/permits/general information
• Commercial sales that are pre-authorized (GJMC 12.04.020).
• No assembly, structure or enclosure is to be constructed, erected, installed, attached or staked in any park facility, without a permit. This includes, but is not limited to: tents, booths, amusement devices, carnival equipment, monuments, artwork and other improvements or furnishings, whether temporary or not, without a permit.
• Bump and Jumps / bounce houses require a permit and are only allowed in certain locations.
• Lines (ropes, strings, webbing, cords or straps) shall not be attached to trees or other park equipment / infrastructure, without a permit. Slack lines are to be used only in designated areas.
PROHIBITED
• Glass containers and fires are prohibited. Cooking fires permitted only in City provided grills (GJMC 12.04.020).
• All City parks are smoke free. Tobacco, marijuana and all vaping devices are prohibited.
• Overnight camping, littering, dumping, golfing, possessing stolen property like shopping carts, and digging (associated with metal detector use) are prohibited.
• Items left unattended in the park after hours will be considered abandoned.
• Violations of law or park rules may result in being trespassed from the City Parks and/or citation(s) for the offense(s) being issued.
NO Glass
NO Camping
NO Dogs Off Leash
NO Littering
NO Smoking
Please help keep your park clean and thank you for playing by the rules
There are other rules that may apply. Refer to Grand Junction Municipal Code.
For after hours and weekend non-emergency, call 970-260-6879
For further information on park rules, visit gjparks.org or scan this QR code
Par la traduccion al Español, scan this QR code:

RESOLUTION NO. __-24

A RESOLUTION UPDATING CITY PARK RULES

Recitals.

The GJMC provides that City Council, by resolution, may update the park rules from time to time to promote the health and safety of the community.

Over the course of the past few years, vandalism, improper use, and similar concerns have forced Parks and Recreation Department staff and the Parks and Recreation Advisory Board (PRAB) to review the damage and misuse of the Parks and Parks facilities and to try and mitigate the same the Staff and the PRAB recommend that the City Council reconsider the rules and regulations that govern the parks.

During the PRAB and Staff review it became apparent that park rules and regulations must be made stronger and aligned with other similarly sized and larger communities in Colorado. Accordingly, the City Manager recommends that certain updates, clarifications, and the presentation of parks rules, be modified as provided in this Resolution and the attachment thereto which is the proposed form and content of the 2024 rules (2024 Rules or Rules).

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The City Council by with this Resolution having considered the premises and in the interest of protecting the public health safety and welfare does set, determine, and establish the 2024 Rules as shown, and authorizes the 2024 Rules be posted, and following the adoption of this Resolution enforced, until subsequent action by the City Council.

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

1. In consideration of the foregoing Recitals, which are adopted and incorporated in the action hereby taken, the City Council of the City of Grand Junction does establish the 2024 Rules .

2. The City Council hereby authorizes and directs the City Manager to implement the 2024 Rules for each City park in accordance with the classifications in GJMC 12.04.015 and the December 2018 Parks Classification attached to Ordinance No. 4832.

3. This Resolution shall be in full force and effect upon its adoption; however, no citations shall be issued for any violation(s) of the 2024 Rules until adequate notice is posted in/on the park or other property subject to the change in rules as provided herein.

DRAFT

Passed and Adopted this 21st day of February 2024.

_____
Anna M. Stout
President of the City Council

ATTEST:

_____
Amy Phillips
City Clerk

DRAFT