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**PLANNING COMMISSION WORKSHOP AGENDA
CITY HALL AUDITORIUM
CITY HALL, 250 N 5TH STREET
THURSDAY, SEPTEMBER 5, 2024 - 12:00 PM
Attend virtually: bit.ly/GJ-PCW-2024**

Call to Order - 12:00 PM

Other Business

1. Proposed Comprehensive Plan Amendment - Urban Development Boundary changes
2. Discussion Regarding Pedestrian Access Requirements in the Zoning and Development Code.

Adjournment



Grand Junction Planning Commission

Workshop Session

Item #1.

Meeting Date: September 5, 2024
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: Dave Thornton, Principal Planner

Information

SUBJECT:

Proposed Comprehensive Plan Amendment - Urban Development Boundary changes

RECOMMENDATION:

EXECUTIVE SUMMARY:

The Persigo Board consisting of the Grand Junction City Council and the Mesa County Board of County Commissioners recently approved a Second Amendment to the 1998 Persigo Agreement. This amendment revised the 201 sewer service boundary. This has resulted in portions of the existing Urban Development Boundary (UDB) remaining outside the 201 in addition to two properties now being located within the 201, but outside the UDB. The 1998 City and County Persigo Agreement states the 201 sewer service boundary and the Urban Development Boundary are to be one and the same. Staff will provide information to the Planning Commission regarding these recent changes that make up the Second Amendment to the Persigo Agreement and how they impact the City's One Grand Junction Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

On October 13, 1998, the Mesa County Board of Commissioners on behalf of Mesa County (County) and the City Council on behalf of the City of Grand Junction (City) entered into an Intergovernmental Agreement Relating To City Growth And Joint Policy Making For The Persigo Sewer System. That agreement came to be known as the Persigo Agreement. On April 2, 2001, the City and County authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the Agreement.

Since 2001, the City and the County have discussed the Agreement, the operations of the Persigo system and certain points of contention that have arisen out of and under

the Agreement regarding the operations and effect of the Agreement on the Persigo system and the Goals and Policies of the Agreement. The City and the County deliberated and discussed the issues and came to a consensus on how to resolve certain of those, including the policy as defined and described in the Second Amendment relating to the 201 sewer service area boundary and the City's Urban Development Boundary, as follows. "Alignment of the UGA (nka UDB) and 201 Boundary: Section 14(a) of the 2001 Agreement expresses the Parties' joint desire that the UDB and the 201 boundaries align. By and with this Agreement and as shown on the attached exhibit (labeled Exhibit A) the UDB and the 201 boundaries are hereby aligned and declared by the Parties to be one and the same (hereinafter "2024 UDB"). Exhibit A is incorporated herein as if fully set forth." The City of Grand Junction formally approved the Second Amendment of the Persigo Agreement by Resolution on April 17, 2024 and Mesa County approved it on July 9, 2024.

Approximately 98 properties are affected by the change in the 201 sewer service boundary as it relates to the UDB.

SUGGESTED MOTION:

Informational and Discussion Only.

Attachments

- 1. City of GJ - Second Amendment Ordinance - Signed
- 2. Mesa County - PERSIGO Agreement Amendment 7-9-24

RESOLUTION NO. 27-24

**A RESOLUTION ADOPTING, AUTHORIZING AND APPROVING THE SECOND
AMENDMENT TO THE
1998 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND
JUNCTION AND MESA COUNTY RELATING TO CITY GROWTH AND JOINT
POLICY MAKING FOR THE PERSIGO SEWER SYSTEM**

Recitals:

On October 13, 1998, the City Council (City) and the Mesa County Board of Commissioners (County) Parties entered into an intergovernmental agreement relating to City growth and joint policy making for the Persigo sewer system (the 1998 Agreement). Among other things the 1998 Agreement settled the lawsuit filed by the County against the City, created the Persigo Board, and set a process by which the City and the County determined boundaries for City growth and the presumed sewer service area, and set annexation and development processes for properties with the boundaries, as well as policy making, all as provided in the Agreement.

On April 2, 2001, the City and the County authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the 1998 Agreement (the 2001 Agreement). The Persigo agreement has endured; however, the City and the County for many years have considered and discussed the 2001 Agreement, the operations of the Persigo sewer system, and certain points of contention regarding the operations and effect of the 2001 Agreement (the Issues) on the System and the Goals and Policies of the 2001 Agreement.

Because of the commitment of the County and the City to deliberate the Issues and come to an agreement on how to deal with certain of those, the City and the County acting jointly as the Persigo Board, but in counterpart approvals, by each body, the City Council does hereby adopt and approve the Second Amendment to the Agreement.

The express purpose and intent of the County and the City by and with their respective approvals is to address the Issues as defined, described, and resolved to their current mutual satisfaction in the documents attached hereto and approved hereby.

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

1. The foregoing Recitals are incorporated herein.
2. That the President of the City Council is hereby authorized and directed to accept and approve the Second Amendment to the 1998 Intergovernmental Agreement, as amended, between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System.

3. That all other terms, provisions, and requirements of the Persigo Agreement, except as amended by the 2001 Agreement and now the Second Amendment to the Agreement shall be and remain in full force and effect.

PASSED and ADOPTED this 17th day of April 2024.



Anna M. Stout
President of the City Council

ATTEST:



Amy Phillips
City Clerk



SECOND AMENDMENT
To The
1998 Intergovernmental Agreement
Between the City of Grand Junction and Mesa County
Relating to City Growth
And Joint Policy Making for the Persigo Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 2024, pursuant to Section 29-1-201 *et seq.*, C.R.S., by and between THE CITY OF GRAND JUNCTION, COLORADO, a home rule municipal corporation, hereinafter referred to as the "City", and THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, COLORADO, hereinafter referred to as the "County", collectively the City and the County may be referred to as the "Parties".

WHEREAS, on or about October 13, 1998, the Parties entered into the *1998 Intergovernmental Agreement Between The City Of Grand Junction And Mesa County Relating To City Growth And Joint Policy Making For The Persigo Sewer System October 13, 1998* (the "1998 Agreement"); and,

WHEREAS, on or about April 2, 2001, the Parties authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the 1998 Agreement (the "2001 Agreement"); and,

WHEREAS, the Parties have discussed the 2001 Agreement, the operations of the Persigo sewer plant ("System") and certain points of contention as of June 30, 2023, regarding the operations and effect of the 2001 Agreement (the "Issues") on the System and the Goals and Policies of the 2001 Agreement; and,

WHEREAS, the Parties have deliberated the Issues and have come to agreement on how to deal with certain of those, the Parties by and with full authority do enter into this Agreement; and,

WHEREAS, the Parties agree this Agreement governs and resolves the Issues as defined, described and resolved to their current mutual satisfaction;

NOW THEREFORE, in consideration of the joint and mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which

is acknowledged, the Parties hereto state and agree as follows:

1. **Alignment of the UGA (nka UDB) and 201 Boundary:** Section 14(a) of the 2001 Agreement expresses the Parties' joint desire that the UDB and the 201 boundaries align. By and with this Agreement and as shown on the attached exhibit (labeled Exhibit A) the UDB and the 201 boundaries are hereby aligned and declared by the Parties to be one and the same (hereinafter "2024 UDB"). Exhibit A is incorporated herein as if fully set forth.

Provided, further, there shall be no change to either the 201 or the 2024 UDB, without the prior approval of both the City and County.

2. **Land Use Authority:** By December 31, 2024, the County agrees to consider a Resolution which would result in the County adopting and applying the City's land use authority within the 2024 UDB boundary. The County Planning Commission has adopted the City's Land Use Plan and with the adoption of the Resolution by the Commissioners will, for properties located within the 2024 UDB, include the same in the County's Master Plan. Furthermore, as the City's Land Use Plan for properties located in the 2024 UDB changes the Commissioners agree to consider including those amendments in the County's Master Plan so that the City and the County have common plans for the UDB as it may change over time. It is the Parties intention that the adoption and incorporation of the City Land Use Plan in the County's Master Plan will serve as a Joint Urban Area Plan ("JUP") as contemplated by the 2001 Agreement.
3. **Annexation:** The City will in accordance with the 2001 Agreement and applicable Colorado law continue to annex Annexable Development within the 2024 UDB. In carrying out an annexation that includes platted streets or alleys ("Platted Street(s)") the City shall annex the Platted Street(s) as provided in C.R.S. 31-12-105(1)(f) so that vehicular access to and from the annexing property is designed, constructed and functions according to a traffic study as defined by the 2023 Transportation Engineering Design Standards (TEDS) Manual.
4. **Street Improvements Compensation:** The County will annually contribute \$500,000 ("Annual Contribution") to help offset street improvements and deferred maintenance that the City has and will assume following annexations within the 2024 UDB. A request for reimbursement after annexation and upon completion of improvements of the roadway shall be submitted to the County

that provides sufficient detail of the use of the County's funds to enable County to satisfy the requirement of its annual audit. For purposes of a 2024 Annual Contribution the County will prorate the Annual Contribution based on the number of months remaining in 2024 following the execution of this Agreement by the Parties.

City of Grand Junction



Anna Stout

President of the City Council

Attest:



Amy Phillips

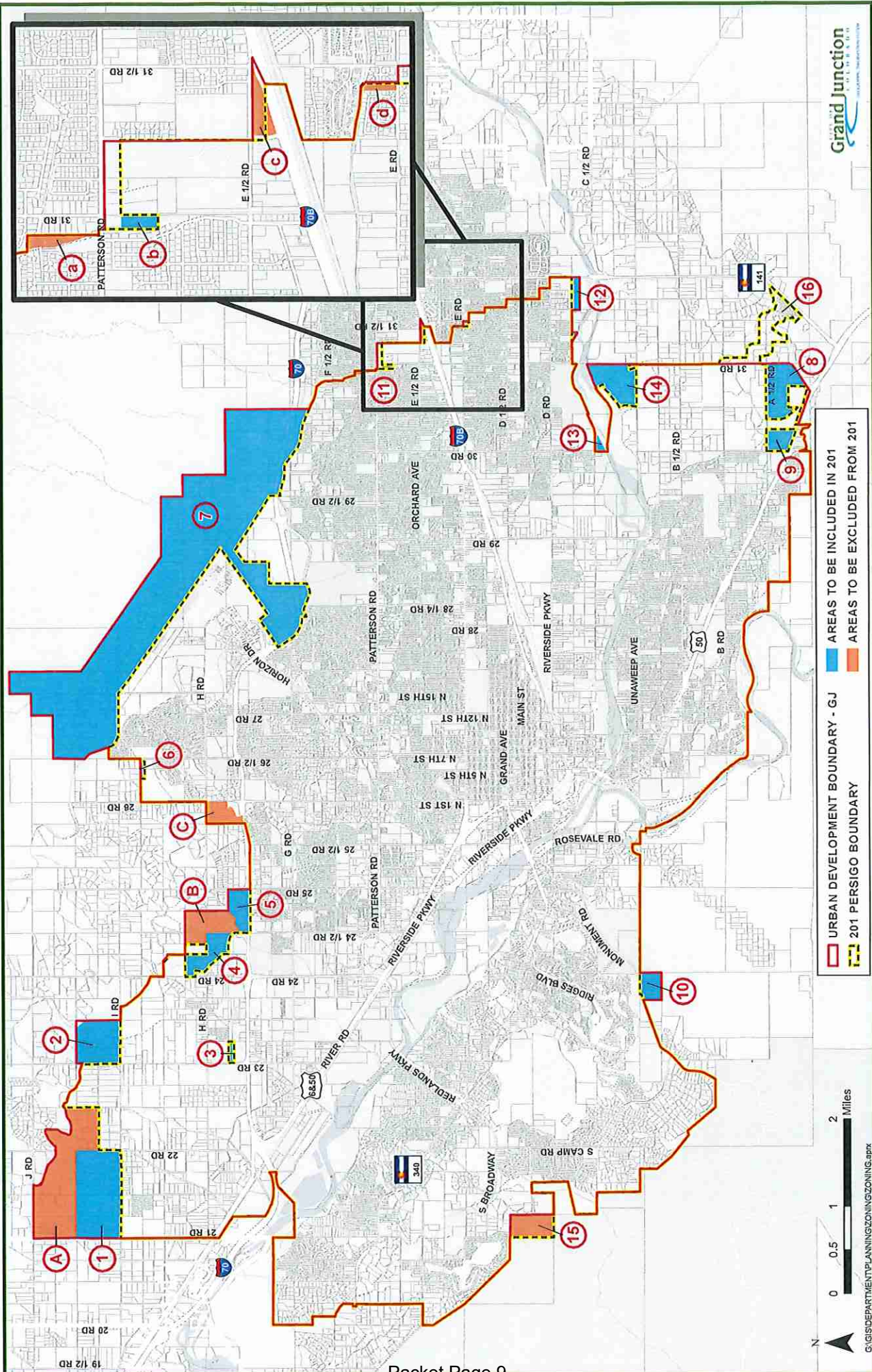
City Clerk

Board of County Commissioners of
Mesa County, Colorado

Bobbie Daniels, Chair.

Attest: _____

Bobbie Jo Gross, Clerk & Recorder



URBAN DEVELOPMENT BOUNDARY - GJ
 AREAS TO BE INCLUDED IN 201
 AREAS TO BE EXCLUDED FROM 201
 2011 PERSIGO BOUNDARY

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Persigo Boundary and UDB Boundary - 2024		County Map	
Number	City	Number	County
1	Include in 201	1	Include in 201
A	Exclude from UDB	A	Exclude from UDB
2	Include in 201	2	Include in 201
3	Include in 201	3	Include in 201
4	Include County Revised Boundary in 201	4	Include in 201
B	Exclude from UDB	B	Exclude from UDB
5	Include in 201	5	Include in 201
6	Include in 201	6	Include in 201
7	Include in 201 (Airport)	7	Include in 201
8	Include in 201	8	Include in 201
9	Include in 201	9	Include in 201
10	Include in 201 (City Lunch Loop Open Space)	10	Include in 201
C	Exclude from 201 and UDB	C	Exclude from 201 and UDB
11 (a)	Exclude from 201 and UDB		
11 (c & d)	Exclude from 201, but remain in UDB. These areas are served by Clifton Sanitation, but located within city limits.		
11 (b)	Include in 201		
12	Include in 201		
13	Include in 201 and UDB - (State owned land - potential for housing)		
14	Include in 201 - Future inclusion after gravel mining is complete/reclaimed		
15	Exclude from 201, BLM Land that may transfer to National Monument		
16	Served by 201, not within UDB		

MESA COUNTY AGENDA ITEM SHEET

Hearing Date Requested: 7/9/2024
Submitter: BRENDA.WISEMAN
Presenter: Todd Starr
Return originals to: rocio.leon
Number of originals to return to submitter: 0
Contract Due Date: 07/31/2024

To: Mesa County Board of Commissioners

Type of Item: Agreement

Item Title/Recommended Board Action: Consider approving the Second Amendment to the 1998 Intergovernmental Agreement between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System

Justification or Background: In October 1998, the Mesa County Board of Commissioners and the City Council entered into an Intergovernmental Agreement Relating To City Growth And Joint Policy Making For The Persigo Sewer System. That agreement was first amended in April 2001 with the authorization of certain connections to the Valle Vista Sanitary Sewer Interceptor. The attached form of agreement (Second Amendment and Exhibits) addresses certain points of contention that have arisen out of and under the Agreement regarding the operations and effect of the Agreement on the Persigo system and the Goals and Policies of the Agreement. The proposed Second Amendment resolves the issues as defined and described therein to the reasonable, current mutual satisfaction of the County and the City.

On October 13, 1998, the Mesa County Board of Commissioners on half of Mesa County (County) and the City Council on behalf of the City of Grand Junction (City) entered into an Intergovernmental Agreement Relating To City Growth And Joint Policy Making For The Persigo Sewer System. That agreement came to be known as the Persigo Agreement. On April 2, 2001, the City and County authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the Agreement. Since 2001, the City and the County have discussed the Agreement, the operations of the Persigo system and certain points of contention that have arisen out of and under the Agreement regarding the operations and effect of the Agreement on the Persigo system and the Goals and Policies of the Agreement. The City and the County deliberated and discussed the issues and have come to a consensus on how to resolve certain of those, as defined and described in the proposed agreement, to the reasonable, current mutual satisfaction of the County and the City

Fiscal Impact: This item is budgeted in the following account code:
County: \$0 Federal: \$0 State: \$0 Other: \$0

Review:

Administration: Amy Russell
County Attorney: Brenda Wiseman
Finance: Diane Dziewatkoski
Risk: Dayton Waddell

SECOND AMENDMENT
To The
1998 Intergovernmental Agreement
Between the City of Grand Junction and Mesa County
Relating to City Growth
And Joint Policy Making for the Persigo Sewer System

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WHEREAS, on or about October 13, 1998, the Parties entered into the *1998 Intergovernmental Agreement Between The City Of Grand Junction And Mesa County Relating To City Growth And Joint Policy Making For The Persigo Sewer System October 13, 1998* (the "1998 Agreement"); and,

WHEREAS, on or about April 2, 2001, the Parties authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the 1998 Agreement (the "2001 Agreement"); and,

WHEREAS, the Parties have discussed the 2001 Agreement, the operations of the Persigo sewer plant ("System") and certain points of contention as of June 30, 2023, regarding the operations and effect of the 2001 Agreement (the "Issues") on the System and the Goals and Policies of the 2001 Agreement; and,

WHEREAS, the Parties have deliberated the Issues and have come to agreement on how to deal with certain of those, the Parties by and with full authority do enter into this Agreement; and,

WHEREAS, the Parties agree this Agreement governs and resolves the Issues as defined, described and resolved to their current mutual satisfaction;

NOW THEREFORE, in consideration of the joint and mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties hereto state and agree as follows:

1. **Alignment of the UGA (nka UDB) and 201 Boundary**: Section 14(a) of the 2001 Agreement expresses the Parties' joint desire that the UDB and the 201 boundaries align. By and with this Agreement and as shown on the attached exhibit (labeled Exhibit A) the UDB and the 201 boundaries are hereby aligned and declared by the Parties to be one and the same (hereinafter "2024 UDB"). Exhibit A is incorporated herein as if fully set forth.

Provided, further, there shall be no change to either the 201 or the 2024 UDB, without the prior approval of both the City and County.

2. **Land Use Authority**: By December 31, 2024, the County agrees to consider a Resolution which would result in the County adopting and applying the City's land use authority within the 2024 UDB boundary. The County Planning Commission has adopted the City's Land Use Plan and with the adoption of the Resolution by the Commissioners will, for properties located within the 2024 UDB, include the same in the County's Master Plan. Furthermore, as the City's Land Use Plan for properties located in the 2024 UDB changes the Commissioners agree to consider including those amendments in the County's Master Plan so that the City and the County have common plans for the UDB as it may change over time. It is the Parties intention that the adoption and incorporation of the City Land Use Plan in the County's Master Plan will serve as a Joint Urban Area Plan ("JUP") as contemplated by the 2001 Agreement.
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that provides sufficient detail of the use of the County's funds to enable County to satisfy the requirement of its annual audit. For purposes of a 2024 Annual Contribution the County will prorate the Annual Contribution based on the number of months remaining in 2024 following the execution of this Agreement by the Parties.

BOARD OF COUNTY COMMISSIONERS OF
MESA COUNTY, COLORADO

Bobbie Daniels
Chair.

Attest: _____
Bobbie Jo Gross
Clerk & Recorder

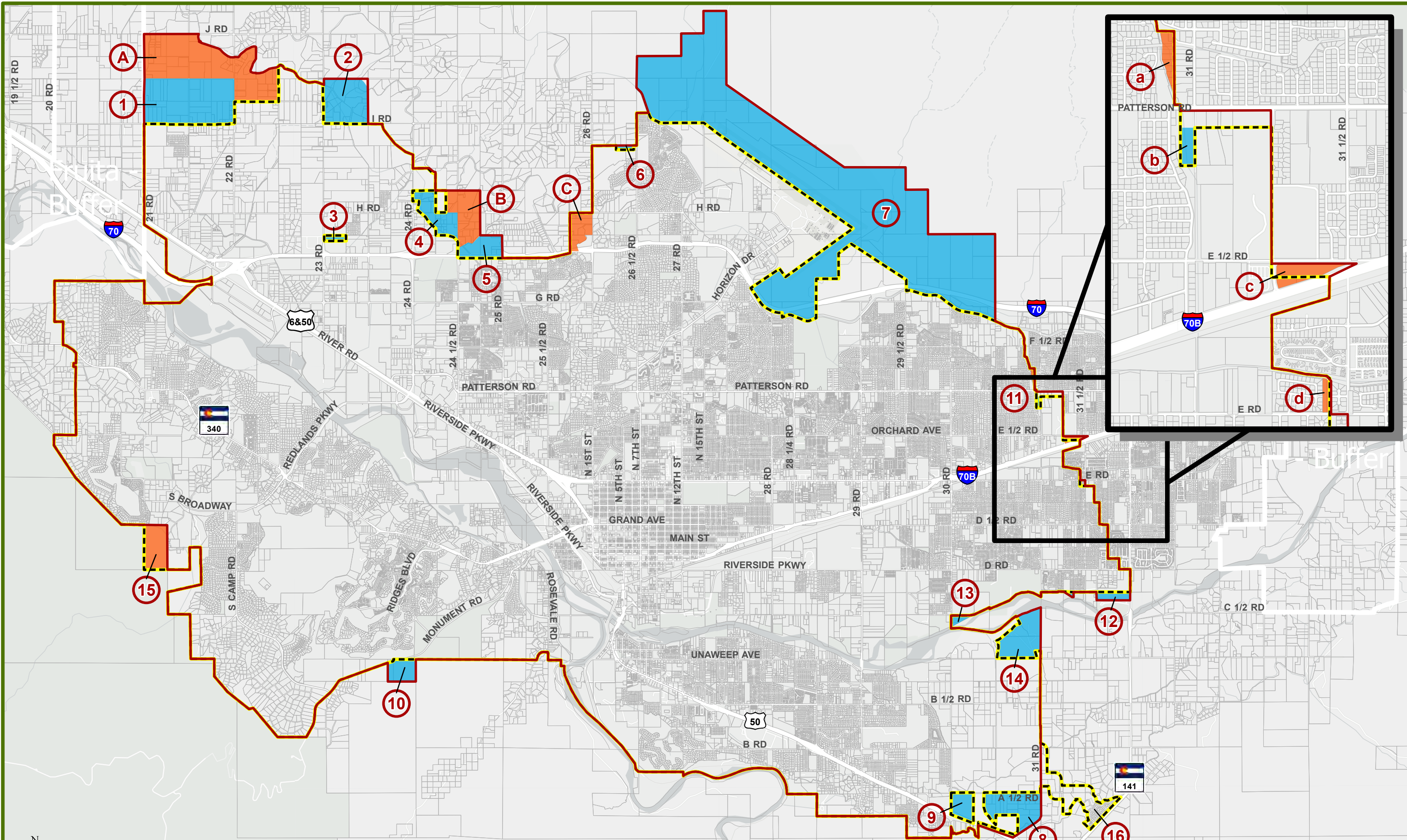
CITY OF GRAND JUNCTION





Anna M. Stout
President of the City Council

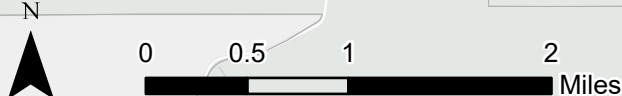
Attest:

Amy Phillips
City Clerk

Persigo Boundary and UDB Boundary Recommendations - 2024		County Map	
Number	City Staff Recommendations	Number	County Recommendations
1	Include in 201	1	Include in 201
A	Exclude from UDB	A	Exclude from UDB
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4	Include County Revised Boundary in 201	4	Include in 201
B	Exclude from UDB	B	Exclude from UDB
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6	Include in 201	6	Include in 201
7	Include in 201 (Airport)	7	Include in 201
8	Include in 201	8	Include in 201
9	Include in 201	9	Include in 201
10	Include in 201 (City Lunch Loop Open Space)	10	Include in 201
C	Exclude from 201 and UDB	C	Exclude from 201 and UDB
11 (a)	Exclude from 201 and UDB		
11 (c & d)	Exclude from 201, but remain in UDB. These areas are served by Clifton Sanitation, but located within city limits.		
11 (b)	Include in 201		
12	Include in 201		
13	Include in 201 and UDB - (State owned land - potential for housing)		
14	Include in 201 - Future inclusion after gravel mining is complete/reclaimed		
15	Exclude from 201, BLM Land that may transfer to National Monument		
16	Served by 201, not within UDB		



 URBAN DEVELOPMENT BOUNDARY - GJ	 AREAS TO BE INCLUDED IN 201
 201 PERSIGO BOUNDARY	 AREAS TO BE EXCLUDED FROM 201



Persigo Boundary and UDB Boundary Recommendations - 2024

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Grand Junction Planning Commission

Workshop Session

Item #2.

Meeting Date: September 5, 2024

Presented By: Timothy Lehrbach, Senior Planner, Niki Galehouse, Planning Supervisor

Department: Community Development

Submitted By: Tim Lehrbach, Senior Planner

Information

SUBJECT:

Discussion Regarding Pedestrian Access Requirements in the Zoning and Development Code.

RECOMMENDATION:

EXECUTIVE SUMMARY:

Discussion Regarding Pedestrian Access Requirements in the Zoning and Development Code.

BACKGROUND OR DETAILED INFORMATION:

In preparing the Zoning and Development Code update for adoption, as well as in training with staff and meetings with applicants on implementation of the new code, staff identified some items that were amended which may conflict with standard practice or could use additional clarification. Staff is committed to ensuring that these items are handled diligently to minimize disruption to the development workflow as the new code is implemented. This agenda item is intended to review a topic regarding pedestrian access to new commercial development, which has received attention from both staff and the development community.

The Zoning and Development Code's Site and Structure Development Standards provide, under Multi-Modal Transportation System, that "each development with one or more buildings (except detached dwellings) shall provide paved pedestrian sidewalk connections to nearby public streets. An adequate physical separation between pedestrian connections and parking and driveway areas shall be provided" (*Grand Junction Municipal Code 21.05.020(e)(1)(iii)*).

Conversations on a couple of recent projects have resulted in significant discussions around this code provision. In summary, concerns raised by applicants and staff regarding the provision of pedestrian access include:

1. "Adequate physical separation" is not defined by the code, which lends towards the strictest interpretation.
2. Direct pedestrian access from the public sidewalk to a commercial building may be unnecessary or inappropriate for some uses, including Vehicle Wash.
3. Perceived inconsistency between provisions requiring access to the public sidewalk, which must have physical separation, and those requiring access to parking areas, which do not require physical separation. As an example, the primary pedestrian circulation for many businesses is between the parking area and the building. However, the provision above requires at least one connection to be provided, not that all connections meet this requirement.
4. Pedestrian crossings of motor vehicle drives, including parking drive aisles and drive-throughs, arguably can be made safe when subject to specified design standards.
5. Pedestrian crossings of motor vehicle drives, including parking drive aisles and drive-throughs, have not presented safety concerns in existing developments.
6. Different areas of the city may merit context-sensitive design standards.
7. Requiring that pedestrian access from the public sidewalk to the main entrance of a commercial building has adequate physical separation may constrict site design to the (short-term, at least) financial detriment of commercial businesses (and, therefore, to commercial activity and sales and use tax revenues).

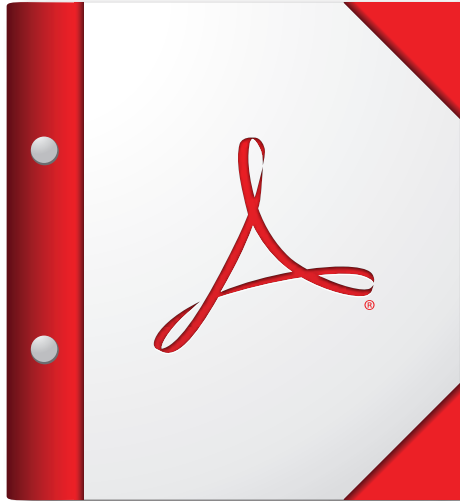
Staff will present the issues and alternative courses of action, including anticipated consequences of any such actions. Staff invites feedback from the Planning Commission on these issues and alternatives.

SUGGESTED MOTION:

This item is for discussion only.

Attachments

1. Squirrell-Austin Commentary



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