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, MARCH 4, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Presentations

Regional Transportation Planning Office Update

Public Comments

Individuals may comment during this time on any item except those listed under Public Hearings on this agenda.

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, March 4, 2026 or 4) submitting comments online until noon on Wednesday, March 4, 2026 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. Minutes of the February 18, 2026 Regular Meeting

b. Minutes of the February 18, 2026 Special Meeting Executive Session

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Adopting the 2025 Colorado Wildland Urban Interface Code and Map, and Setting a Public Hearing for March 18, 2026

b. Quasi-judicial

i. Introduction of an Ordinance to Rezone Approximately 1.75 acres from Commercial General (CG) Lying Within the Greater Downtown Commercial Overlay and Industrial Light (I-1) Parcels to Mixed-Use Light Commercial (MU-2) Including Lots 1 - 16, and Lots 23 – 32 all Within Block 10 of the Amended Plat of Benton Canon's First Subdivision Less Those Portions Conveyed to the City of Grand Junction. The parcels are Addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; Along with Parcels Numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021 and Setting a Public Hearing for March 18, 2026

ii. Introduction of an Ordinance to Rezone Approximately 12.89 Acres from RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road and Setting a Public Hearing for March 18, 2026

3. Continue Public Hearings

a. Quasi-judicial

i. Ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a 25.36 Acre Parcels Located in Sections 17 and 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa Being All That Land Within Camelback Gardens Boundary Line Adjustment Same As Recorded at Reception Number 3148907, Portions of the District Open Space Shown On The Following Four (4) Subdivision Plats 1) The Ridges Filing No. Six Same As Recorded At Reception Number 1259706, 2) Cobblestone Ridges Same As Recorded At Reception Number 1778367, 3) Cobblestone Ridges Phase 2 Same As recorded At Reception Number 1778368 and 4) Cobblestone Ridges Phase 2 Replat Same As Recorded At Reception Number 1789624 Said District Open Space Also Known As Mesa County Parcel Number 2945-202-17-020 And Tract A Public Open Space Dedicated On Said Cobblestone Ridges Phase 2 Replat Also Known As Mesa County Parcel Number 2945-174-41-012 - ***Rescheduled to April 1, 2026***

4. Procurements

a. Authorization of Construction Contract for Crosby Avenue Improvement Project

5. Resolutions

a. A Resolution Vacating a Drainage Easement Segment Known as Orchard Mea Drain I-1 for the City of Grand Junction located at 2651 Stacy Drive on a 7.10 acre parcel in a RH-24 district

b. A Resolution Authorizing the City Manager to Execute a Funding Agreement with Housing Resources of Western Colorado for a $400,000 Award for the Acquisition of Property to Help Eligible Households Achieve Homeownership Within the City Limits of Grand Junction

REGULAR AGENDA

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

6. Resolutions (Public Comment Accepted)

a. A Resolution Authorizing the City Manager to Enter into the Lincoln Park Stadium Complex Ground Lease and Ralph Stocker Stadium Use/Operating Agreement with Colorado Mesa University

7. Public Hearings

a. Legislative

i. An Ordinance Regarding Issuance of a Water Enterprise Loan

ii. An Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access

iii. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Right-of-Way Dedication, Acceptable Plant Material, and Street Frontage Landscape

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

Grand Junction City Council

Regular Session

Item #

Meeting Date: March 4, 2026

Presented By: Dana Brosig, Rachel Peterson

Department: Engineering & Transportation

Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

Regional Transportation Planning Office Update

RECOMMENDATION:

No official action is necessary as this presentation is for informational purposes only.

EXECUTIVE SUMMARY:

Representatives from the Regional Transportation Planning Office (RTPO) will present an update to City Council and answer any questions. The update will provide an overview of the RTPO, summarize recent transportation safety trends, and highlight progress made in implementing the Mesa County Safety Action Plan through a multidisciplinary task force.

BACKGROUND OR DETAILED INFORMATION:

The Regional Transportation Planning Office (RTPO) plans for and funds regional transportation networks for those who drive, walk, bike, roll, take transit, deliver freight, or travel by other modes. As an office that serves all communities within Mesa County, the RTPO operates as the:

- Public transportation provider, Grand Valley Transit (GVT)
- Metropolitan Planning Organization (MPO)
- Colorado Transportation Planning Region (TPR).

The update will include a general overview of the RTPO, cover recent transportation safety trends, and highlight the work completed on implementing the Mesa County Safety Action Plan through a multidisciplinary task force.

FISCAL IMPACT:

Not applicable

SUGGESTED MOTION:

No official action is necessary as this presentation is for informational purposes only.

Attachments

1. 2025 RTPO Annual Report FINAL
2. Mesa County Regional Transportation Safety Task Force Annual Report 2025 FINAL

2025 Annual Report



REGIONAL TRANSPORTATION PLANNING OFFICE

Grand Valley MPO • Grand Valley TPR • Grand Valley Transit

Issued: February 2026

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14 **2026 Look Ahead**



Key Acronyms

GVT: Grand Valley Transit
GVRTC: Grand Valley Regional Transportation Committee
MMCA: Mobile Mesa County Alliance
MPO: Metropolitan Planning Organization
RTPO: Regional Transportation Planning Office
TAC: Technical Advisory Committee
TPR: Transportation Planning Region

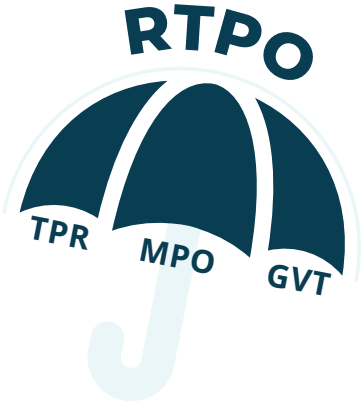
REGIONAL TRANSPORTATION PLANNING OFFICE

About the RTPO

The Regional Transportation Planning Office (RTPO) plans for and funds regional transportation networks for those who drive, walk, bike, roll, take transit, deliver freight, or travel by other modes.

When it comes to planning for the future of transportation in Mesa County, the RTPO plays a critical role. The RTPO is the designated umbrella organization that provides technical and administrative staff for the:

- Grand Valley Transportation Planning Region (TPR)
- Grand Valley Metropolitan Planning Organization (MPO)
- Grand Valley Transit (GVT)

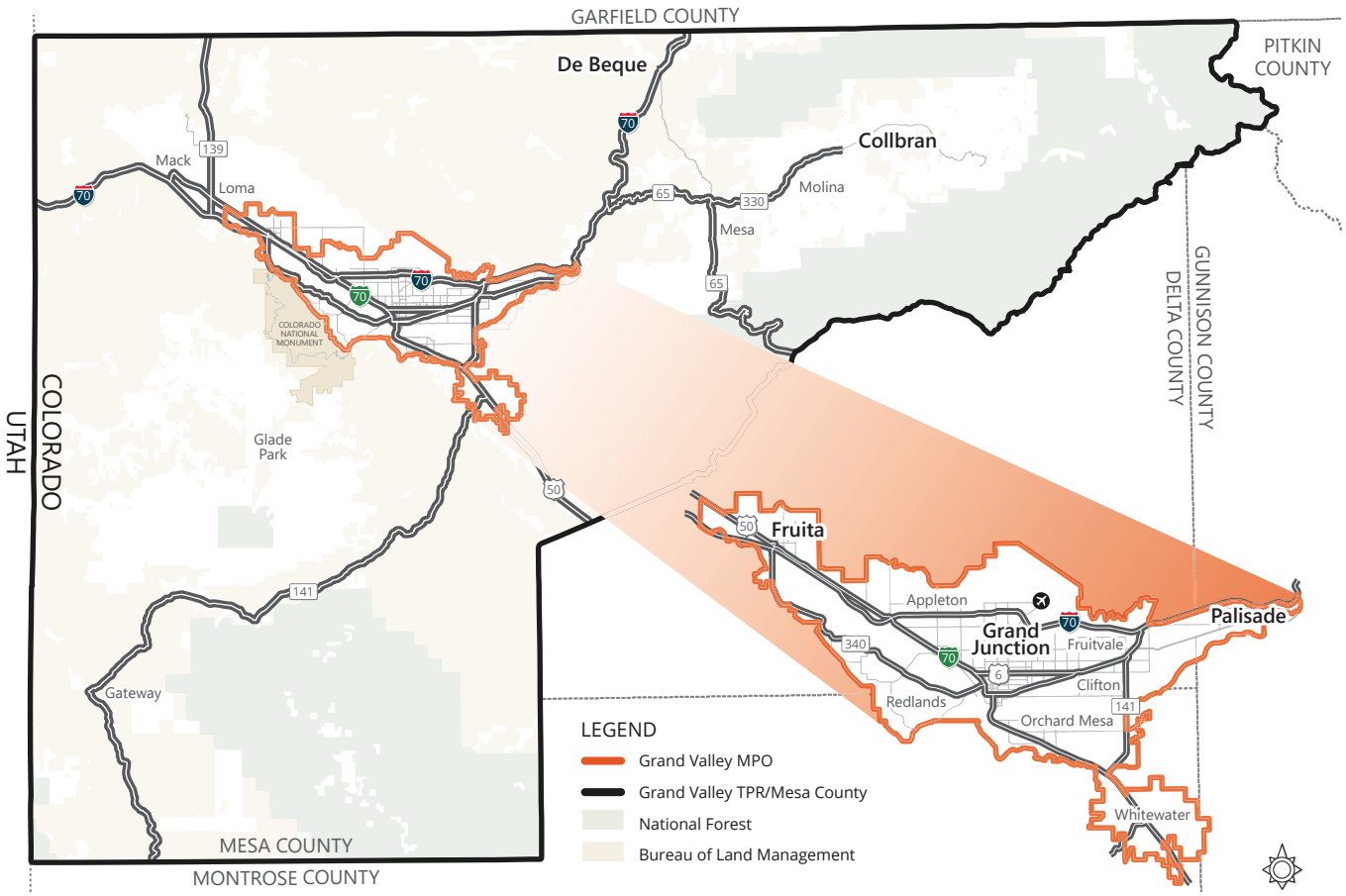


Learn more at rtpo.mesacounty.us

	Grand Valley TPR	Grand Valley MPO	Grand Valley Transit
Key Roles of the RTPO	One of 15 regions in Colorado that has a voice on statewide transportation policy, plans, and issues	A regional planning and programming organization that is federally required for 50,000+ people	The public transit and paratransit service provider connecting the Grand Valley
Population	155,702 (2020)	~141,500 (2020)	~117,500 (2020)
Square Miles	3,341	128	69
Established	1992	1982	2000
Areas of Service	All of Mesa County, including Collbran and De Beque	Grand Junction, Fruita, Palisade, and the urban portions of unincorporated Mesa County	Grand Junction, Fruita, Palisade, and the urban portions of unincorporated Mesa County

Areas Served

The Grand Valley MPO boundary includes Grand Junction, Fruita, Palisade, and the urban portions of unincorporated Mesa County. Grand Valley Transit serves a similar area. The Grand Valley TPR boundary includes all of Mesa County, including Collbran and De Beque.



Vision for Transportation

Communities in the Grand Valley will be connected through a safe and accessible transportation system that is designed, built, and maintained for users of all ages, and abilities who drive, walk, bike, roll, take transit, deliver freight, or travel by other modes.

~ 2050 Regional Transportation Plan

Leadership

The RTPO is led by the Grand Valley Regional Transportation Committee. They are advised by the Technical Advisory Committee, Mobile Mesa County Alliance, and Mesa County Regional Transportation Safety Task Force.

Grand Valley Regional Transportation Committee

The Grand Valley Regional Transportation Committee (GVRTC) is the policy and decision-making body of the RTPO. The role of the GVRTC is to:

- Present a clear regional voice on transportation planning and transit issues
- Help prioritize requests for state and federal funding
- Administer the functions of the RTPO



Greg Mikolai
Chair
Town of Palisade



Cody Davis
Vice-Chair
Mesa County



Jason Nguyen
Representative
City of Grand Junction



Rich Parrish
Representative
City of Fruita

Transportation Advisory Committee

The Transportation Advisory Committee (TAC) is composed of engineering and planning staff from the Colorado Department of Transportation, Mesa County, the Cities of Grand Junction and Fruita, and the Towns of Palisade, Collbran, and De Beque. TAC offers technical insights on transportation issues.

Mobile Mesa County Alliance

The Mobile Mesa County Alliance (MMCA), formerly the Local Coordinating Council, is a collaborative committee of nonprofit and government agencies in Mesa County. They work together to improve transportation access, affordability, and equity for vulnerable populations.

Mesa County Regional Transportation Safety Task Force

The Mesa County Regional Transportation Safety Task Force is a multidisciplinary group committed to creating safer streets and roads for all by implementing data-driven strategies, fostering collaboration among enforcement, engineering, education, emergency response, healthcare, and advocacy stakeholders, and implementing initiatives, as outlined in the Mesa County Safety Action Plan.

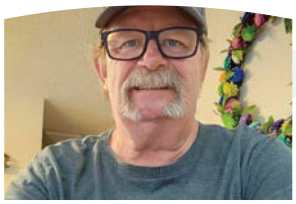
2025 Highlights

January

Established the Mesa County Regional Transportation Safety Task Force.

March/April

Presented to the Colorado Transportation Commission on the Grand Valley's Greenhouse Gas Transportation Report and adopted the 2050 Regional Transportation Plan.



July

Welcomed Don Bean as Bus Stop Maintenance Technician and hosted the Grand Valley Transit Fleet Maintenance Facility Ribbon Cutting.



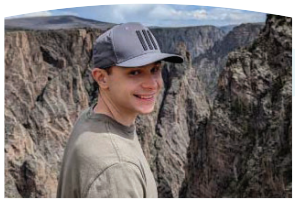
September

Transitioned to the MyRide app, held the Grand Valley Transit Pilot Route 12 ribbon cutting, enhanced security at the Clifton Transfer Station, promoted Rachel Peterson to Senior Transportation Planner, and accepted the Colorado Association of Transit Agencies (CASTA) "Transit Project of the Year" award for the Fleet Maintenance Facility.



Fall

Unveiled three bus stop murals, coordinated accessibility modifications with the Center for Independence, and presented at three major transit and planning conferences.



October

Welcomed Timber Erickson as Transportation Planner and won "Most Creative" in the Mesa County Halloween Costume Contest.



November

Promoted Tara Flaharty to Safety Program Manager and launched the redesigned Grand Valley Transit website.



December

Hosted the first Grand Valley Transit Polar Express event and introduced Grand Valley Transit's BFF (Black-Footed Ferret) mascot.

Celebrated 25 Years of Grand Valley Transit



2000
February 21, 2000: **Grand Valley Transit begins service**, expanding on service previously provided by MesAbility.



2002
August 30, 2002: Grand Valley Transit greets millionth rider, Glenna Harrison. She was awarded a lifetime bus pass among other gifts.



2007
July 11, 2007: The **Clifton Transfer Facility** opens near I-70B and 32 Road.

2009
June 1, 2009: The **Downtown Transfer Facility** opens between 5th and 6th Street on South Avenue.



2015
March 12, 2015: The **West Transfer Facility** opens on the southeast corner of 24 1/2 Road and Flat Top Lane.



2020
A major rebranding effort was launched, focusing on modernizing the Grand Valley Transit system.

2025
July 28, 2025: Construction complete on the new 19,400 square foot **fleet maintenance facility**.



	2000	2025
Annual Passenger Trips	181,654	612,570
Fleet Size	22 buses	30 buses, all CNG
Bus Benches/Shelters	3 shelters	52 shelters & 169 benches
One-Way Fare	$0.50	$1.50
Paratransit Fare	$1.00	$3.00
Ways to Pay	Paper tickets	Plastic pass & mobile ticketing
Governing Body	Transit Steering Committee	Grand Valley Regional Transportation Committee

Over the years, Grand Valley Transit has provided

18+ million trips

Completed the Grand Valley Transit Fleet Maintenance Facility

After five years of strategic development, Grand Valley Transit completed construction on a 19,400-square-foot fleet maintenance facility and held a ribbon cutting ceremony on July 28, 2025. This project was realized through a multi-jurisdictional partnership between Mesa County, the City of Grand Junction, the City of Fruita, the Town of Palisade, the Colorado Department of Transportation, and the Federal Transit Administration. Although Grand Valley Transit is operated by the RTPO under Mesa County, the facility was constructed on City of Grand Junction property through a long-term lease, positioned strategically near the compressed natural gas (CNG) fueling system that utilizes converted gases from the Persigo Wastewater Treatment Plant. The new pre-engineered metal building expanded Grand Valley Transit's maintenance capacity and includes a dedicated wash bay, specialized parts storage, and a farebox repair room. Designed by D2C Architects and constructed by Buildings by Design, the facility now supports increased staff and improved operational efficiency for the region's bus fleet.

- **Total Investment:** $7.6 million for construction (91% federal, 9% local) and $183,000 for equipment.
- **Key features:** eight maintenance bays, parts storage, five-ton bridge crane, oil distribution system, and advanced IT.









Adopted the Grand Valley 2050 Regional Transportation Plan

MOVING SWIFTLY TO 2050

In April 2025, the RTPO finalized and adopted the Grand Valley 2050 Regional Transportation Plan (2050 RTP). This major plan update was completed over a 12-month period with support from Bohannan Huston, Inc. Because of the RTPO's unique role in the community, this single document serves as the region's long-term transportation plan, the primary near- and long-term plan for Grand Valley Transit, and as the Coordinated Public Transit and Human Services Transportation Plan.

Major 2025 achievements from this process included:

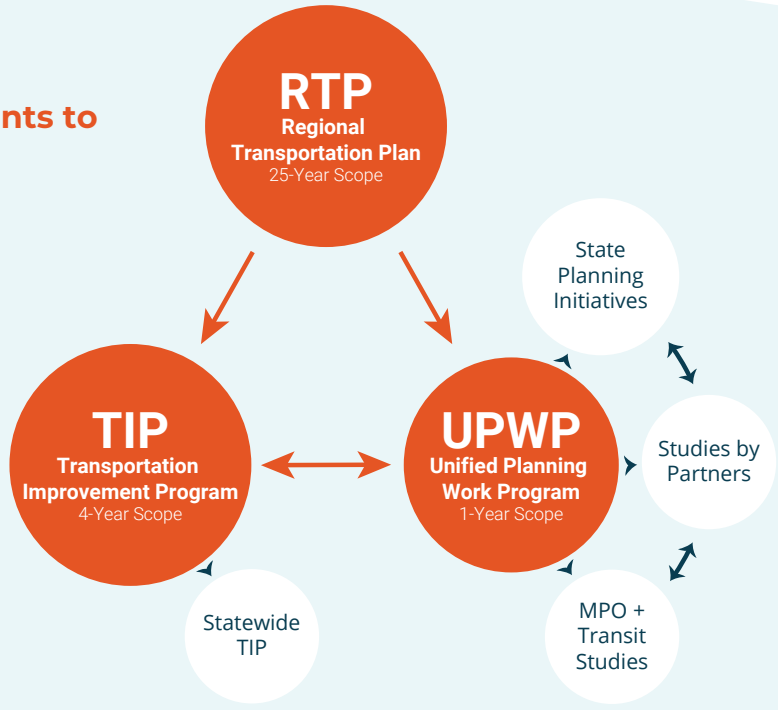
- **Meeting State Standards:** On March 19, 2025, the Colorado Transportation Commission approved the 2050 RTP's Greenhouse Gas Report, confirming that the plan aligns with state environmental and air quality policies.
- **Broad Community Input:** The plan was shaped by a wide-reaching outreach campaign in 2024 and 2025. Staff engaged residents, visitors, and local stakeholders through pop-up events, open houses, online surveys, focus groups and interactive maps to ensure the plan reflected the community's vision.
- **Prioritizing Projects with Data:** The team used data-driven analysis to rank and prioritize roadway and transit projects, ensuring that limited funding is directed toward the most critical needs.

The 2050 RTP guides much of the RTPO's efforts and ultimately aims to ensure the safe and efficient movement of people and goods throughout the Grand Valley.



Relationship of Required Documents to Other Transportation and Transit Planning Documents

Metropolitan Planning Organization (MPO) required documents, including the Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP), and the Unified Planning Work Program (UPWP), are **foundational for guiding transportation planning and funding**. These documents establish goals, priorities, and investment strategies that shape more specific local and regional plans, studies, and projects. Furthermore, MPO plans must integrate with state and federal transportation plans and regulations to ensure a coordinated and comprehensive approach to addressing transportation needs.



Implemented the Mesa County Safety Action Plan

Launched the Mesa County Regional Transportation Safety Task Force

To set the Mesa County Safety Action Plan in motion, the Mesa County Regional Transportation Safety Task Force (Task Force) was formally established in January 2025.

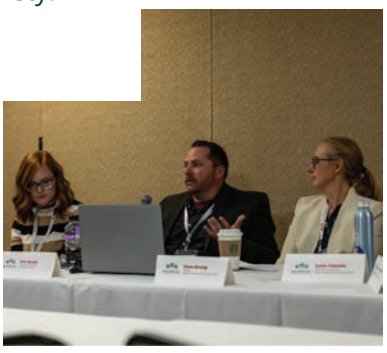
Major highlights from 2025 included:

- **Leadership and Administration:** To drive the Safety Action Plan's comprehensive strategies, the RTPO promoted Tara Flaharty to Safety Program Manager, a role that will focus on fostering stakeholder partnerships, managing projects, and expanding public education campaigns.
- **Community Engagement:** The inaugural Cycle Safety Fest, held in April 2025, drew approximately 400 participants and over 15 diverse organizations to promote safe travel for motorcyclists, pedestrians, and cyclists.
- **Statewide Advocacy:** In August 2025, Task Force members presented "Driving Change: The Mesa County Regional Transportation Safety Task Force's Collaborative Approach to Traffic Safety" at the Colorado Traffic Safety Summit. The presentation highlighted Mesa County's model for breaking down institutional silos to achieve sustainable, regional impacts in traffic safety.
- **Enhanced Enforcement:** To address the rise in fatal crashes, Colorado State Patrol (CSP) Troop 4A Fruita in coordination local agencies has conducted monthly high-visibility surge operations since October 2022. These five-hour, data-targeted patrols focus on violations such as impaired driving, speeding, and distracted driving to immediately improve public safety. Results from 2025 indicate that it was a successful year.











Mesa County
Safety Action Plan
Enhancing Roadway Safety in Our Community

Began Planning for Future Transportation Funding Shortfalls

Initiated the Transportation Finance Study

To address the financial gap identified in the 2050 Grand Valley Regional Transportation Plan, the RTPO initiated a Transportation Financial Study in late 2025. This long-range plan highlights a significant gap between the funding currently available and the funding required for critical transportation projects, services, and maintenance as well as a reduction in spending power of federal, state and local funds. In November 2025, the RTPO contracted with Fehr & Peers to lead this effort, which will continue throughout 2026.

The study utilizes a data-driven approach encompassing three primary pillars:

- **Financial and Project Analysis:** Defining community needs and priorities and evaluating the revenue potential of various taxes and fees.
- **Community and Stakeholder Engagement:** Utilizing a Stakeholder Committee and public opinion polling to balance regional infrastructure needs with community willingness to support potential ballot initiatives.
- **Legal and Governance Framework:** Developing governing structures, drafting intergovernmental agreements, and preparing ballot language in compliance with all regulatory requirements.

This comprehensive analysis will provide a strategic roadmap for maintaining the region's transportation assets, creating a safer transportation system and ensuring the long-term viability of local transit services.



2025 Local Government Impacts

MESA COUNTY

65% Distribution of the local funding for Grand Valley Transit
less indirect costs

41.1% Distribution of the local funding for Grand Valley MPO

31 1/2 Road Multimodal Improvements Design was awarded funding from the RTPO's Multimodal Transportation and Mitigation Options Fund (MMOF) in the 2025 Call for Projects.



City of Grand Junction Colorado

30% Distribution of the local funding for Grand Valley Transit

41.1% Distribution of the local funding for Grand Valley MPO

The North Avenue Enhanced Transit Corridor has been a continuous partnership between the RTPO, the City of Grand Junction, and Mesa County since 2022. This corridor was awarded MMOF funding in the 2025 Call for Projects and construction of part of the multimodal path will begin in 2026.



FRUITA COLORADO

3% Distribution of the local funding for Grand Valley Transit

4.1% Distribution of the local funding for Grand Valley MPO

With the launch of Route 12 in October 2025, Route 8 Fruita has increased in ridership ~13% since October 2024.



Town of Palisade Colorado

2% Distribution of the local funding for Grand Valley Transit

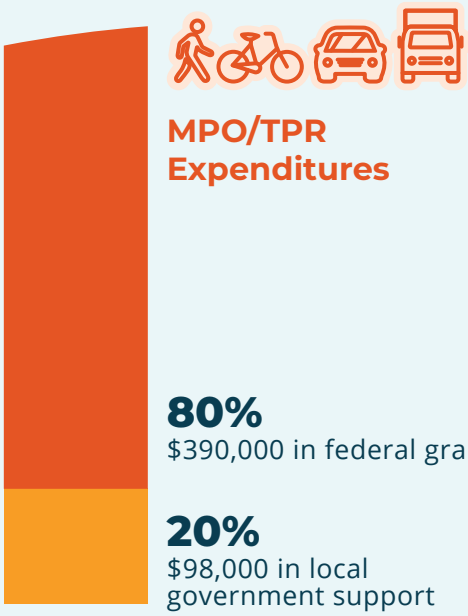
1.7% Distribution of the local funding for Grand Valley MPO

The Town of Palisade will soon see operational and safety improvements through the US 6 Palisade Intersection Improvements Project. This project was identified in Grand Valley Regional Transportation Plans for many years, resulting in project funding. Project construction will begin in early 2026.



2025 Finances

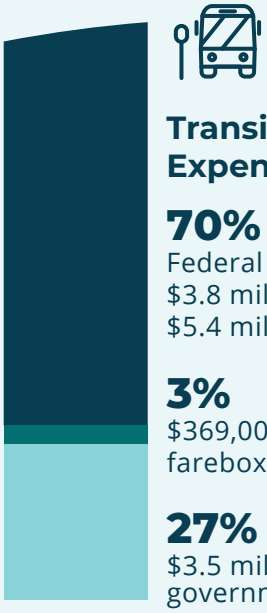
The RTPO qualifies local governments for millions of dollars in state and federal grants.



MPO/TPR Expenditures

80%
$390,000 in federal grants

20%
$98,000 in local government support



Transit Expenditures

70%
Federal and state grants
$3.8 million in transit operations
$5.4 million in transit capital

3%
$369,000 in advertising and farebox revenue

27%
$3.5 million in local government support

3 new buses
1 lowfloor bus and
2 cutaway buses
$2.1 million

Note: does not include indirect costs

2025 Staff

Dana Brosig
Director

Brevin Currier
Operations Manager

Rachel Peterson
Senior Transportation Planner

Danielle Sterle
Transit Program Manager

Andrew Gingerich
Transit Planner

Tara Flaharty
Safety Program Manager

Timber Erickson
Transportation Planner

Don Bean
Bus Stop Maintenance Technician

2025 Transportation Trends

Number of Mesa County Total:

Bicyclist

Deaths	Serious Injuries
2025: 1	2025: 4
2024: 0	2024: 7
2023: 1	2023: 5

Pedestrian

Deaths	Serious Injuries
2025: 4	2025: 4
2024: 6	2024: 13
2023: 4	2023: 10

Number of Mesa County Total:

Motorist

Deaths	Serious Injuries
2025: 12	2025: 51
2024: 9	2024: 32
2023: 9	2023: 41

Motorcyclist

Deaths	Serious Injuries
2025: 6	2025: 19
2024: 2	2024: 25
2023: 7	2023: 22

Micromobility in Grand Junction

Total Trips	Miles Traveled
2025: 101,600	2025: 146,800*
2024: 107,900	2024: 154,600

*Nearly six times around the equator

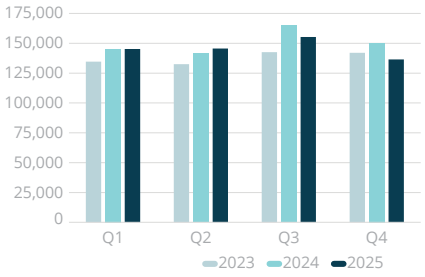
Daily Vehicle Miles of Travel on Mesa County Highways

2024
2,259,203 All Vehicles
246,032 Trucks

Grand Valley Transit (GVT) Free Ride Promotions

78 days for June, July, & August
5 days for other promotions
25 days for Veterans
4 days for December Saturdays

GVT Fixed-Route Ridership



582,799 Boardings (2025)

39,533
free rides given to D51 students

29,777
Paratransit rides

AMTRAK

Grand Junction Ridership Ons + Offs

2025: 27,402
2024: 26,936
2023: 24,628

BUSTANG

2025 Grand Junction Bustang Buses a Day

6 Buses on the West Line
Grand Junction to Denver

1 Bus on Outrider
Grand Junction to Durango

2026 Look Ahead

In addition to meeting federal and state requirements for transportation, the RTPO will coordinate with partner local governments to work on several major plans and projects in 2026.

Grand Junction Mobility Hub

The RTPO continues to support the Colorado Department of Transportation in the design of a modern downtown mobility hub. Designed to provide seamless transitions between Bustang, Grand Valley Transit, and Amtrak, the facility will elevate the passenger experience while promoting active transportation through enhanced pedestrian and bicycle infrastructure.

Zero-Emission Vehicle (ZEV) Feasibility Study

In 2026, the RTPO will begin efforts to work on a study that will both determine the extent to which the current Grand Valley Transit system can already be considered zero-emission through its present-day use of renewable (recaptured) natural gas, and also explore the viability of implementing other types of zero-emission vehicles into the Grand Valley Transit bus fleet.

Mesa County Safety Action Plan Implementation

Mesa County received a federal grant to implement its Safety Action Plan, which features new speed feedback signs, a Safety Messaging and Outreach Study, and a High-Risk Network for rural areas.

Safety Gaps Analysis

Mesa County benefits from a diverse network of agencies dedicated to traffic safety. However, there is a current lack of a centralized information hub. The RTPO is spearheading a comprehensive analysis to map existing educational resources, identify unmet needs, and foster strategic partnerships. By documenting "who is doing what," the RTPO aims to eliminate service gaps and ensure every safety challenge receives the attention it deserves.







2025 Annual Report

Mesa County Regional Transportation Safety Task Force

Mesa County
Safety Action Plan
Enhancing Roadway Safety in Our Community

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Helpful Definitions

Crash An unintended event that causes death, injury, or property damage, and involves at least one motor vehicle.

Fatality Any injury that results in death within 30 days of the crash.

Serious Injury Any injury that prevents the injured person from walking, driving, or normally continuing activities a person was capable of before injury.

Note: Crashes are no accident — they are preventable. We would appreciate you saying 'crash' instead of 'accident' when reporting and talking about this topic.

About the Task Force

Formally established in 2025, the Mesa County Regional Transportation Safety Task Force (Task Force) was created to fulfill strategy CCS 1.2 of the Mesa County Safety Action Plan. The Task Force unites, equips, and empowers multidisciplinary leaders to collaborate on the plan's implementation and long-term success.

Mission

The Mesa County Regional Transportation Safety Task Force is a multidisciplinary group committed to creating safer streets and roads for all by implementing data-driven strategies, fostering collaboration among enforcement, engineering, education, emergency response, healthcare, and advocacy stakeholders, and implementing initiatives, as outlined in the Mesa County Safety Action Plan.

Vision

A Mesa County where all road users—pedestrians, cyclists, motorcyclists, and drivers—can travel safely and confidently.

Goals

Strategies found in the **Mesa County Safety Action Plan** focused on:

- Building Safe Streets
- Protecting Vulnerable Road Users
- Addressing Dangerous Behaviors
- Creating a Culture of Safety

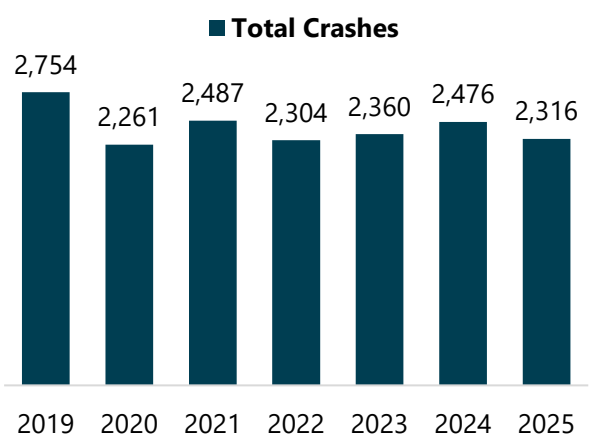
About this Annual Report

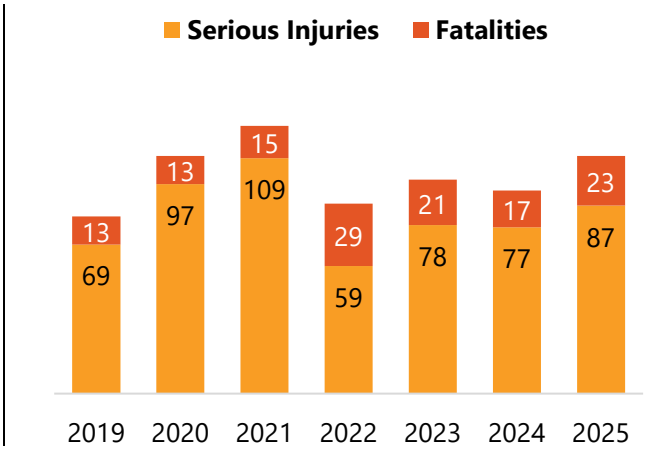
This annual report fulfills strategy CCS 2.2: "Create public-facing annual reports about the Mesa County Safety Action Plan" and aims to keep the community informed of the momentum in Mesa County to improve safety for all road users.

Members

Name	Position	Agency	Discipline
Dana Brosig	Director	Regional Transportation Planning Office	Planning
Rachel Peterson	Senior Transportation Planner	Regional Transportation Planning Office	Planning
Tara Flaharty	Safety Program Manager	Regional Transportation Planning Office	Planning
Daniel Larkin	Transportation Engineer	Mesa County	Engineering
Matt Nichols	Road Supervisor	Mesa County	Maintenance
Eric Mocko	Transportation Engineer	City of Grand Junction	Engineering
Henry Brown	Mobility Planner	City of Grand Junction	Planning
John Vasey	Civil Engineer	City of Fruita	Engineering
Devan Aziz	Director of Community Development	Town of Palisade	Planning
Karthik Vishwamitra	Region 3 Traffic	Colorado Department of Transportation	Engineering
Drewe Lee	Region 3 Traffic	Colorado Department of Transportation	Engineering
Don Potter	Law Enforcement Liaison	Colorado Department of Transportation	Law Enforcement
Matt Ozanic	Captain	Colorado State Patrol	Law Enforcement
Taylor Schreiner	Sergeant	Grand Junction Police Department	Law Enforcement
Bob Dalley	Chief Marshal	Town of De Beque	Law Enforcement
Dirk Clingman	Community Outreach Specialist	Grand Junction Fire Department	Fire/EMS
Ross Mittelman	Trails Coordinator	Mesa County Public Health	Public Health
Madison Moore	Community Health Planner	Mesa County Public Health	Public Health
Vee Edstrom	Trauma and Injury Prevention Coordinator	"Intermountain Health, St. Mary's Regional Hospital"	Healthcare
CJ Voigt	Trauma Program Manager	Community Hospital	Healthcare
Kari Sholtes	Civil Engineering Instructor	University of Colorado Boulder/Colorado Mesa University	Education
Katie Falsetto	Western Slope Victim Services Specialist	Mothers Against Drunk Driving	Non-Profit

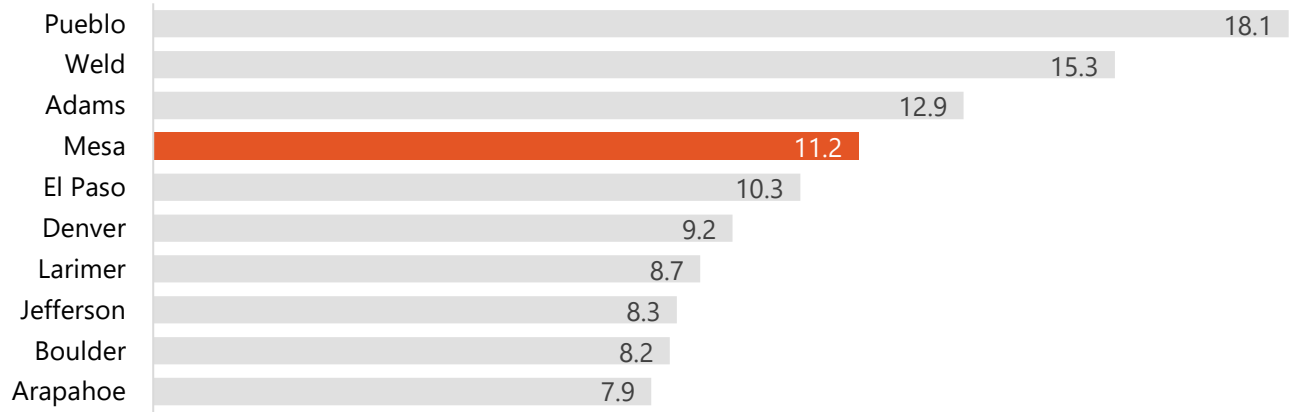
State of Safety in Mesa County (2019-2024)





Mesa County had the 4th Highest Fatality Rate in Colorado

Per Capita Comparison of Colorado Counties with a Population 100,000+ (2019-2024)



- Impairment was a factor in **24%** of fatal and serious injury crashes.
- Speeding was a factor in **31%** of fatal and serious injury crashes.
- **24%** of fatal and serious injury crashes involved a driver under the age of 25.
- **97%** of fatal and serious pedestrian and bicycle crashes occurred in urban areas.
- **35%** of motorcycle crashes resulted in a fatality or serious injury.

Data Sources: Colorado Crash Data Dashboard, US Census Bureau, and the Mesa County Crash Data Dashboard

2025 Highlights

1st Cycle Safety Fest

Conceived at the 2024 Western Colorado Transportation Safety Symposium, the inaugural Cycle Safety Fest was designed to unite local businesses, organizations, and the public to promote safety for vulnerable road users (such as pedestrians, bicyclists, and motorcyclists).

Held on April 26, 2025, the event far exceeded expectations, drawing approximately **400 participants** and over **15 diverse organizations**. As a significant milestone in our regional safety strategy, the 1st Annual Cycle Safety Fest successfully united multidisciplinary leaders and the community in the pursuit of safer travel.



Focus Area: Protect Vulnerable Road Users

Objective 1: Host targeted events and education campaigns for the general public that promote safe behaviors and increase awareness of traffic laws.

✓ **VRU 1.1** Host a Cycle (Both Motorcycle and Bicycle) Safety Summit.

Highlights from the day included:

- **Skills in Action**: Attendees (some for the first time) participated in free motorcycle safety courses, e-bike demonstrations, BMX rides, and a youth-focused bicycle rodeo.
- **Critical Perspectives**: A Ryder Truck blind-spot demonstration provided a sobering "driver's eye view," educating bicyclists and riders on how to stay visible to large vehicles.
- **Interactive Lessons**: Like the "Flat-Tire World Series," the event used interactive play to teach safety lessons.
- **Meaningful Incentives**: Product giveaways featured high-quality, practical safety gear, including reflective bags, bike lights, and straps, ensuring participants left better equipped than they arrived.
- **Moment of Reflection**: A memorial dedicated space for the community to honor those killed or injured in traffic incidents and acknowledge those who have experienced close calls.











MOST Motorcycle Operator Safety Training

MESA COUNTY

ALL-TERRAIN

MONUMENT MOTORCYCLE TRAINING

HARLEY-DAVIDSON

Grand Valley BMX

Grand Junction

BICYCLE COLORADO

Ryder

COLORADO Department of Transportation

MSF MOTORCYCLE SAFETY FOUNDATION

BELL

KONA ICE

TACOS

Intermountain Health St. Mary's Regional Hospital

MADD IMPAIRED DRIVING ENDS HERE

Introducing Our Safety Program Manager

While several Mesa County agencies are committed to traffic safety, a dedicated staff lead is needed to manage the Mesa County Safety Action Plan's comprehensive strategies. In April 2025, the Task Force prioritized the creation of a Safety Program Manager position to drive implementation forward.

Following this directive, the Regional Transportation Planning Office (RTPO) secured funding through the CDOT Highway Safety Office. In November, the RTPO Mobility Manager, Tara Flaharty was promoted to lead these efforts.

As Safety Program Manager, Tara will maintain Mesa County's momentum by:

- Fostering Partnerships: Strengthening collaboration among regional stakeholders.
- Leading Implementation: Managing projects, initiatives, and data-tracking.
- Expanding Outreach: Growing the reach of safety events and public education campaigns.

Focus Area: Create a Culture of Safety

Objective 1: Unite, equip, and empower multi-disciplinary leaders to actively work together in pursuit of implementing the Mesa County Safety Action Plan.

✓ **CCS 1.1** Fund a Safety Action Plan Coordinator position.



Welcome our new Safety Program Manager, Tara Flaharty!

"Having worked within the RTPO and witnessed firsthand the organization's commitment to creating safer, more accessible, and sustainable transportation systems for Mesa County's 155,000+ residents, I am excited about the opportunity to lead the implementation of the Mesa County Safety Action Plan and work toward the critical goal of reducing traffic-related fatalities and serious injuries on our roadways. What excites me most about this position is the opportunity to make a tangible impact on the safety and well-being of all of our road users. In addition, the Task Force's mission resonates deeply with me as a citizen, mother, former first responder, frequent vulnerable road user, and advocate, and I am committed to fostering strong partnerships across sectors to achieve these vital goals."

~ Tara Flaharty, Safety Program Manager

2025 Colorado Traffic Safety Summit

On August 6, Task Force members presented at the Colorado Traffic Safety Summit in Breckenridge. The panel, "*Driving Change: The Mesa County Regional Transportation Safety Task Force's Collaborative Approach to Traffic Safety*," highlighted how breaking down silos through cross-sector collaboration is essential to regional traffic safety.

The presentation focused on how open communication and shared goals led to the development of the Mesa County Safety Action Plan. Members also demonstrated how the Task Force continues to drive sustainable, data-driven solutions that serve as a model for regional impact.









2025 Surge Operations

Responding to the rise in fatal crashes, Colorado State Patrol (CSP) Troop 4A Fruita has increased surge operations to once a month since October 2022. Surge operations are coordinated, high-visibility efforts designed to combat impaired and dangerous driving. These multi-agency operations use data to target specific areas for five-hours during high-risk periods, such as weekends and holidays. By focusing on violations like DUI, speeding, and distracted driving, these patrols aim to immediately influence driver behavior and improve public safety.

Local Agencies Coordinating on Surge Operations:

- Grand Junction Police Department
- Mesa County Sheriff's Office
- Fruita Police Department
- Palisade Police Department
- De Beque Marshal's Office
- CSP Port of Entry
- CSP Smuggling and Trafficking Unit
- Colorado Parks and Wildlife
- Secure real-time crime center (RTCC)
- Local media
- Tow carriers
- Schools and universities



Focus Area: Address Dangerous Behaviors

Objective 2: Host targeted events and education campaigns for the general public that promote safe behaviors and increase awareness of traffic laws.

✓ **CCS 1.1** Continue Surge Enforcement Operations on a monthly basis at key locations connected to the High Injury Network (HIN) and High Risk Network (HRN)

2025 Surge Operation Results:

12	total surge operations
987	traffic stops
18	DUI arrests 3 of the DUI arrests were initiated from another concerned citizen that called 911 or *CSP
381	citations for moving traffic violations
85	seatbelt citations
7	warrant arrests 1 for prior charge of assault on a peace officer

The CSP Troop 4A surge operations model is setting a new standard by integrating enforcement, community engagement, and strategic media relations into a single event. The success of this framework has gained international recognition at the International Association of Chiefs of Police conference; both the Nebraska Department of Public Safety and the Royal Canadian Mounted Police-British Columbia have adopted similar models based on Troop 4A's proven results.

Three Ways You Can Help

1

Safety is a shared responsibility. Whether you drive, ride, bike, walk or roll, every decision on the road plays a role in protecting lives.

2

Get involved. Be a safety champion, attend community events and join local efforts to promote safe driving, biking, and walking.

3

Spread the word. Share safety messages with family, friends, colleagues, and neighbors. Small actions, like reminding a loved one to buckle up or put their phone away while driving, can save lives.

Let's pledge to enhance roadway safety in our community, together!

A commitment to roadway safety ensures the well-being of ourselves, our loved ones, and everyone around us. By making responsible choices, we create a safer community.

I pledge to:

☐ Be alert and avoid distractions
☐ Always wear a seatbelt or helmet
☐ Obey speed limits, traffic lights, and traffic signs
☐ Travel sober or have a sober ride home
☐ Share the road

Use the QR code above to submit your pledge online

Resources and 2026 Calendar

Mesa County Safety Action Plan

The foundational document for the Task Force, this plan integrates local crash data and peer research to guide regional safety efforts that protect all road users.
https://www.mesacounty.us/departments-and-services/rtpo/plans-programs-studies/mesa-county-safety-action-plan

Mesa County Regional Transportation Safety Task Force

Advancing the Mesa County Safety Action Plan through data-driven initiatives, multidisciplinary collaboration, and a shared commitment to safer streets.
https://www.mesacounty.us/departments-and-services/rtpo/about/mesa-county-regional-transportation-safety-task-force

2026 Calendar

- **D51 Safety Fair at Mesa Mall**
  February 25-26, 2026
- **Cycle Safety Fest**
  April 18, 2026
- **Bike Month**
  May 2026
- **Bike and Roll to School Day**
  May 6, 2026
- **A Full Spectrum Analysis of Impaired Driving**
  July 27-28, 2026
- **2026 Colorado Traffic Safety Summit**
  Grand Junction
  July or August 2026
- **Walk and Roll to School Day**
  October 7, 2026
- **Week Without Driving**
  October 1-8, 2026

For more information on the Task Force or this annual report, please contact:

Tara Flaharty
Safety Program Manager
tara.flaharty@mesacounty.us
(970) 244-1830

Grand Junction City Council

Minutes of the Regular Meeting

February 18, 2026

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 18th day of February, at 5:30 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss (virtual), Laurel Lutz (virtual), Jason Nguyen, Ben Van Dyke, and Council President Cody Kennedy. Councilmember Anna Stout was absent.

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Planning Manager Thomas Lloyd, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

Council President Kennedy called the meeting to order and led the audience in the Pledge of Allegiance, followed by a moment of silence.

Proclamations

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

Council President Kennedy read the proclamation, and David Combs with Black Citizens and Friends accepted it.

Appointments

To the Horizon Drive Association Business Improvement District

Councilmember Nguyen moved, and Councilmember Ballard seconded to reappoint Cameron Reece and to appoint Kelly Favale to the Grand Junction Housing Authority Board for full terms expiring April 30, 2030. Motion carried by a unanimous voice vote.

Public Comments

Public comments were heard from Ed Kowalski, Thomas Copp and Alexa Sanador.

City Manager Report

City Manager Mike Bennett invited the community to attend Community Conversations on Tuesday, February 24th, from 2 to 3:30 p.m. at the Art Center of Western Colorado, located at 1803 N. 7th Street.

He also shared that the 2026 Annual Budget and Budget Development information is now available online. In addition, the community is invited to attend the Fire Chief Swearing-In and Badge Pinning Ceremony tomorrow, February 19th, at 4 p.m.

Boards and Commission Liaison Reports

Councilmember Lutz gave an update regarding Visit Grand Junction and said the Grand Junction Housing Authority Board wanted to thank the City for their collaborative efforts on projects.

Council President Kennedy reported on Grand Junction Economic Partnership and the Grand Junction Regional Airport Authority Board.

CONSENT AGENDA

1. Approval of Minutes

a. Summary of the February 2, 2026 Workshop

b. Minutes of the February 4, 2026 Regular Meeting

c. Minutes of the February 4, 2026 Special Meeting Executive Session

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape and Setting a Public Hearing for March 4, 2026

ii. Introduction of an Ordinance Regarding Water Enterprise Loan and Setting a Public Hearing for March 4, 2026

iii. Introduction of an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and Setting a Public Hearing for March 4, 2026

b. Quasi-judicial

i. Introduction of an Ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens

Development Proposed on a 10.29 Acre Parcels Located a 381 and 409 High Desert Road over a 17-Year Timeframe and Setting a Public Hearing for March 4, 2026

3. Procurements

a. Authorize Change Order #8 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Plant Phase 1 Expansion Project

b. 2026 Liquid Polymer Chemical Purchase for the Persigo WWTP

c. HVAC Roof Top Unit Replacement at the Grand Junction Convention Center

4. Resolutions

a. A Resolution Supporting a Grant Application for Highway Safety Improvement Funds for 28 Road & Orchard Avenue Intersection Improvements Project

b. A Resolution Authorizing the Grand Junction Regional Airport Authority Grant

c. Resolution Authorizing the City Manager to Sign a Purchase and Sale Agreement with Public Service Company of Colorado for the Acquisition of Real Property for the Four Canyons Parkway Project

Councilmember Ballard moved, and Councilmember Nguyen seconded to adopt Consent Agenda Item #1-4. Motion carried by a unanimous voice vote.

REGULAR AGENDA

5.a.i. An Ordinance Rezoning Approximately 3.60 Acres from MU-1 (Mixed-Use Neighborhood) and RM-8 (Residential Medium 8) to MU-2 (Mixed-Use Light Commercial), Located at the Northeast Corner of the Intersection of Patterson Road and 29 Road

Lucky Me Premises, LLC requested a rezone of a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-8 (Residential Medium 8) to MU-2 (Mixed-Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road. The requested MU-2 zone district would be consistent with the Comprehensive Land Use Map designation of Commercial, if approved.

Planning Manager Thomas Lloyd gave a brief presentation and noted a title error on the agenda for this item. It was incorrectly listed as RM-12 (Residential Medium 12) and should have read RM-8 (Residential Medium 8). He then opened the floor for questions from Council.

City Manager Mike Bennett clarified that the ordinance and all supporting documents included in the packet correctly reflected RM-8 (Residential Medium 8); the error appeared only in the agenda title.

The public hearing opened at 6:07 p.m.

Comments were heard from Stephanie Deadwong.

The public hearing closed at 6:09 p.m.

Comments were heard from Councilmember Nguyen, Ballard and Council President Kennedy.

Councilmember Van Dyke moved, and Councilmember Nguyen seconded to adopt Ordinance No.5309, an ordinance rezoning a total of 3.60 Acres from MU-1 (Mixed-Use Neighborhood) and RM-8 (Residential Medium 8) to MU-2 (Mixed -Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293. Motion carried by a unanimous roll call vote.

7. Non-Scheduled Comments

There was none.

8. Other Business

Councilmember Lutz shared that she is attending Denver Chamber Legislative Days on Thursday, February 19th, and again on Friday, March 4th. Council President Kennedy added that Councilmember Stout is also in Denver attending the Colorado Municipal League (CML) conference.

9. Adjournment

The meeting adjourned at 6:16 p.m.

_____

Selestina Sandoval, MMC

City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING EXECUTIVE SESSION

City Hall Administration Conference Room
February 18, 2026

Call to Order

Council President Kennedy called the Special Meeting of the Grand Junction City Council to order at 4:35 p.m. on the 18th day of February 2026.

Councilmembers Robert Ballard, Scott Beilfuss (via telephone), Laurel Lutz (via telephone), Jason Nguyen, Anna Stout (via telephone), Ben Van Dyke, and Council President Cody Kennedy were present.

Also present were City Manager Mike Bennett, Assistant City Attorney Jeremiah Boies, and Human Resources Director Shelley Caskey.

Executive Session

Councilmember Ballard moved, and Councilmember Van Dyke seconded to convene into ***EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(I) C.R.S. OF THE OPEN MEETINGS LAW PERTAINING TO COUNCIL PERFORMANCE REVIEW OF THE CITY MANAGER. THE CITY MANAGER HAS NOT REQUESTED DISCUSSION IN OPEN SESSION.***

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

Upon completion of the Executive Session, Councilmember Nguyen moved, and Councilmember Van Dyke seconded to adjourn the Executive Session. The motion carried 7-0.

The Special Meeting was reconvened at 4:50 p.m.

Adjournment

There being no further business, the meeting adjourned at 4:52 p.m.

_____

Selestina Sandoval, MMC

City Clerk

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: March 4, 2026

Presented By: Jeremiah Boies, Interim City Attorney, Gus Hendricks, Deputy Chief/Emergency Manager

Department: City Attorney

Submitted By: Jeremiah Boies

Information

SUBJECT:

Introduction of an Ordinance Adopting the 2025 Colorado Wildland Urban Interface Code and Map, and Setting a Public Hearing for March 18, 2026

RECOMMENDATION:

Staff recommends Council pass and adopt the Ordinance.

EXECUTIVE SUMMARY:

Colorado Senate Bill 23-166 established the Wildfire Resiliency Code Board (WRCB) requiring the Board, a section of the Division of Fire Prevention and Control, to adopt model codes and require local governing bodies within identified Wildland Urban Interface (WUI) areas to adopt codes that meet or exceed state regulations. This Ordinance adopts the required code as developed by the Division.

BACKGROUND OR DETAILED INFORMATION:

Colorado Senate Bill 23-166 established the Wildfire Resiliency Code Board (WRCB) requiring the Board, a section of the Division of Fire Prevention and Control, to adopt model codes and require local governing bodies within identified Wildland Urban Interface (WUI) areas to adopt codes that meet or exceed state regulations. This Ordinance adopts the required code as developed by the Division.

Pursuant to CRS 24-33.5-1236, the Wildfire Resiliency Code Board in summary shall promulgate rules that accomplish:

•Defining the wildland-urban interface and identify areas of Colorado that are in it.
•Adopt minimum codes & standards for new construction and defensible space.
•Adopt minimum codes & standards for existing structures.

•Identify a range of hazards, buildings, entities, & defensible space to which codes apply.
•Establish an appeal process for governing bodies.

8 CCR 1507-39 – adopts the minimum codes and standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the wildland-urban interface known as the “2025 Colorado Wildfire Resiliency Code” and the associated “Colorado Wildfire Resiliency State Code Map”. It applies to all newly constructed buildings and structures as well as significant additions, repairs and remodels. Some exceptions apply to 35-acre parcels.

The State of Colorado requires local jurisdiction(s), known as the Governing Body, to adopt the Code and Map. Timelines have been set for adoption and full implementation bring the governing body into compliance with State mandate: July1, 2025 - Code adopted by the WRCB; April 1, 2026 - Code adopted by local jurisdiction; July 1, 2026, Local Jurisdiction compliant.

This Ordinance adopts the Code and Map as drafted by the WRCB, along with its respective appendices. Passage of this code is the minimum requirements of SB23-166.

FISCAL IMPACT:

There is no fiscal impact.

SUGGESTED MOTION:

I move to adopt Ordinance No. _____, an ordinance to amend the GJMC to adopt the 2025 Colorado Wildfire Resiliency Code and Map, amend sections thereof, and repeal any ordinance or parts of an ordinance in conflict therewith, and set a public hearing for March 18, 2026.

Attachments

1. 2025ColoradoWildfireResiliencyCode
2. CC Memo
3. ORD-Adopt WRC 02192026

COLORADO
Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025

COLORADO
Department of Public Safety

COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

CWRC Version 1.0

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Attributions

ATTRIBUTIONS

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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to

provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

> **Exception:** Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.

104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.

104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official.*

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official*'s recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.

105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official*'s authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.

2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.

3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.

SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas. Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping. The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. Low *Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through

direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels**: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length**: Less than 2 feet.
3. **Rate of Spread**: Low, increasing with *slopes* over 20 percent.
4. **Spotting**: Very short-range spotting is possible under windy conditions.
5. **Terrain Influence**: More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty**: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. Moderate *Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels**: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length**: Up to 8 feet.
3. **Rate of Spread**: Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting**: Short-range spotting is common.
5. **Terrain Influence**: Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty**: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

303.2.3 High Fire Intensity Classification. High *Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick

understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels**: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length**: Up to 30 feet or more.
3. **Rate of Spread**: Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting**: Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence**: *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty**: Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.

304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official,* the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.

Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723

for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A "Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing" in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3corrosion-resistant mesh with openings not to exceed ⅛-inch.

SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction*, *⅝-inch Type X drywall,* 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or ¾ inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction, ⅝-inch Type X drywall,* or 2- inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber* or *log wall construction.*
4. *Noncombustible* materials complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible* materials.
2. *Fire-retardant-treated wood*.
3. *Ignition-resistant building materials*.

Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

   Exception: Composite decking material with a minimum of Class B rating
3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and

non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with ⅛-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction, heavy timber construction, noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code.*

Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

> **Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.

502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.

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Appendix A: PERMITS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that

the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit,or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Appendix B: CONSTRUCTION DOCUMENTS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

> **Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

> **B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Appendix C: INSPECTION AND ENFORCEMENT

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall

either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the

premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or

requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.

C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

CITY OF Grand Junction COLORADO

CITY MANAGER'S OFFICE

Memorandum

TO: Members of City Council

FROM: Mike Bennett, City Manager
Matt Smith, Public Safety Chief
Gus Henricks, Deputy Fire Chief
Steve Kollar, Fire Marshal

DATE: February 9, 2026

SUBJECT: Introduction of the Colorado Wildfire Resiliency Code (2025 ed.) and Map

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The jurisdiction is proposing the adoption of the Colorado Wildfire Resiliency Code and Map as required by the State of Colorado.

Background

Colorado Senate Bill 23-166 established the Wildfire Resiliency Code Board requiring the Board, a section of the Division of Fire Prevention and Control, to adopt model codes and require local governing bodies within identified Wildland Urban Interface (WUI) areas to adopt codes that meet or exceed state regulations.

Pursuant to CRS 24-33.5-1236, the Wildfire Resiliency Code Board in summary shall promulgate rules that accomplish:

- Defining the wildland-urban interface and identify areas of Colorado that are in it.
- Adopt minimum codes & standards for new construction and defensible space.
- Adopt minimum codes & standards for existing structures.
- Identify a range of hazards, buildings, entities, & defensible space to which codes apply.
- Establish an appeal process for governing bodies.

8 CCR 1507-39 – adopts the minimum codes and standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the wildland-urban interface known as the “2025 Colorado Wildfire Resiliency Code” and the associated “Colorado Wildfire Resiliency Code Map”. It applies to all newly constructed buildings and structures as well as significant additions, repairs and remodels. Some exceptions apply to 35-acre parcels.

The State of Colorado requires local jurisdiction(s), known as the Governing Body, to adopt the Code and Map. Timelines have been set for adoption and full implementation to bring the governing body into compliance with State mandates.



Colorado Wildfire Resiliency Code:

The uniform risk-based regulatory minimum standard known as the Colorado Wildfire Resilience Code is organized into key chapters that structure its application and requirements:

Chapter 1 – Scope and Administration (laying out applicability and administrative procedures)
Chapter 2 – Definitions (defining terms critical to implementation)
Chapter 3 – Wildfire Hazard Identification (methodologies for mapping designated hazard areas)
Chapter 4 – Structure Hardening (fire-resilient construction standards)
Chapter 5 – Site and Area Requirements (defensible space and surrounding site criteria).

To support implementation and enforcement, the code also includes key appendices:

Appendix A – Permits (procedures and limitations for temporary and permanent permits)
Appendix B – Construction Documents (requirements for plans and documentation submittals)
Appendix C – Inspection and Enforcement (protocols for inspection and enforcement actions).

The Code incorporates a hazard classification system identifying wildfire risk as low, moderate, or high, and aligns structural requirements accordingly through differentiated hardening classifications (e.g., Low, Moderate, High Risk) to ensure that materials, design, and defensible space criteria are commensurate with wildfire exposure.

It is intended to enhance community resilience, clarifies risk-based obligations for new construction and significant alterations, and integrates wildfire risk reduction into local planning, permitting, and public safety policy.

Code Exemptions:

The following is a general summary of exemptions. These exemptions define specific classes of work and situations where compliance with the Wildfire Resiliency Code and related permits are not required (unless other laws/ordinances apply).

1. Interior alterations of existing structures.

2. Additions that do not increase the footprint of a structure by more than 500 square feet.

3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.

4. The reconstruction, replacement, alteration, or repair of the exterior roof covering of an existing building, when less than 25 percent of the surface area of the exterior roof covering or an attachment thereto is affected.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.

6. Painting, staining and similar maintenance or restorative work.

7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and

the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.

8. Accessory structures and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing occupiable or habitable space.

9. Fences located more than 8 feet from a habitable structure.

10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

Colorado Wildfire Resiliency Code Map:

The Colorado Wildfire Resiliency Code Map is the official statewide map that identifies where the 2025 Colorado Wildfire Resiliency Code (CWRC) applies, including areas within the City of Grand Junction and the surrounding Grand Junction Rural Fire Protection District.

This map was developed by the Colorado Division of Fire Prevention and Control with technical input from the Colorado State Forest Service under the general authority of the Wildfire Resiliency Code Board and is grounded in fire behavior modeling that integrates the following:

Fire intensity classifications which reflect expected flame length, rate of spread, and heat output under weather conditions

Surface fuels data describing vegetation type, density, and fuel characteristics that drive fire behavior across the landscape.

These analytic inputs, along with topography and standardized fuels datasets, are used to classify areas by wildfire exposure and hazard, determining where enhanced construction and mitigation standards under the CWRC, such as ember-resistant building elements and defensible space measures for new construction and significant renovations, are required to improve community resilience to wildfire risk.

Local governing bodies may pursue development of a local wildfire resiliency map that reflects more detailed, locally-specific conditions than the statewide map. A governing body would typically work with technical experts (i.e., wildfire mitigation specialists) to generate a map using the same core methodology of the State's map pertaining to fuel characteristics, topography, fire behavior modeling, etc.

The local map must be formally submitted to the Colorado Wildfire Resiliency Code Board (WRCB) for review. The State Board may approve, request revisions to, or deny the local map based on that review.

Ground Truthing:

The Colorado Wildfire Resiliency Code includes a ground-truthing review process that allows property owners or their representatives to request an assessment of a parcel's wildfire hazard designation when there is evidence that the State Map's classification does not reflect actual local conditions.

Ground truthing includes the review of the subject parcel and all areas beyond 300 feet of the parcel boundary.

The process begins with a formal request to the local governing body citing factual discrepancies such as vegetation type, topography, fuel conditions, or other on-the-ground observations that differ from the modeled data underlying the State Map.

8 CCR 1507-39 allows the local governing body the ability to develop a process for site-specific ground truthing. Local ground truthing does not require the State Map be updated. This ground-truthing mechanism ensures that wildfire hazard classifications reflect actual conditions, improving fairness and accuracy in how the CWRC is applied. Only local governing bodies may petition or make appeal to the State Board to make modifications to the CWRC or CWRC map.

Recommendation:
The jurisdiction proposes the adoption of the entire Colorado Wildfire Resiliency Code, unamended, to include Appendices A, B and C along with the accompanying Colorado Wildfire Resiliency Code Map in order to be in compliance with State of Colorado requirements.

The implementation and development of local programmatic rules are currently being developed by staff and other partner governing bodies to meet the State of Colorado required implementation deadline of July 1, 2026.

CC: Jeremiah Boies, Acting City Attorney

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2025 COLORADO WILDFIRE RESILIENCY CODE AND MAP, AS ADOPTED BY THE STATE OF COLORADO, TO THE CITY OF GRAND JUNCTION'S MUNICIPAL CODE

Recitals

Colorado Senate Bill 23-166 established the Wildfire Resiliency Code Board requiring the Board, a section of the Division of Fire Prevention and Control, to adopt model codes and require local governing bodies within identified Wildland Urban Interface (WUI) areas to adopt codes that meet or exceed state regulations.

8 CCR 1507-39 adopts the minimum codes and standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the wildland-urban interface known as the "2025 Colorado Wildfire Resiliency Code" (Code) and the associated "Colorado Wildfire Resiliency Code Map" (Map). It applies to all newly constructed buildings and structures as well as significant additions, repairs and remodels.

Pursuant to the constitutional, statutory and Charter authority of the City Council of the City of Grand Junction to adopt ordinances for the protection of the health, safety, and general welfare of the population of the City the following ordinance is proposed.

After full hearing and consideration of the ordinance and upon recommendation by the City staff the Council finds that adoption of the ordinance is necessary to preserve the health, safety, and general welfare of the people of the City of Grand Junction and to comply with Colorado law. The 2025 Colorado Wildfire Resiliency Code and Map, are hereby adopted. The Code is mutually adopted by the City and Mesa County, which provides for efficient building and enforcement practices. Also, the Code and Map are required by Colorado law. This ordinance and the codes which it adopts regulate the minimum code and standards for new construction, defensible space, and existing structures within the wildland-urban interface areas in the City of Grand Junction.

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

The foregoing Recitals are incorporated and in consideration thereof, and as otherwise found and determined by the City Council to be in the best interests of the public health, safety, and welfare, and to comply with Colorado law, the 2025 Colorado Wildfire Resiliency Code and Map, attached hereto is hereby adopted, and incorporated by reference as if fully set forth, is hereby adopted.

SECTION 1

DRAFT

The following is added to the Grand Junction Municipal Code, Chapter 15:

Chapter 15.46 Wildfire Resiliency Code and Map

15.46.010 Adoption of the Wildfire Resiliency Code and Map

(a) The 2025 Colorado Wildfire Resiliency Code and Map, promulgated by the Colorado Wildfire Resiliency Code Board, is hereby adopted as the code for the City of Grand Junction defining the wildland-urban interface and identifying areas of the City that are in it, establishing minimum codes & standards for new construction, defensible space, and existing structures, identifying a range of hazards, buildings, entities, & defensible space to which codes apply, and establishing an appeal process in the jurisdiction.

(b) The following Appendices of the Colorado Model Wildfire Resiliency Code are adopted:
    1. Appendix A: Permits.
    2. Appendix B: Construction Documents.
    3. Appendix C: Inspection and Enforcement.

15.46.020 Amendments to the Wildfire Resiliency Code

The Wildfire Resiliency Code adopted in GJMC § 15.46.010 is hereby amended as follows:

(a) Any references to "jurisdiction" in the Colorado Model Wildfire Resiliency Code shall mean the City of Grand Junction, Colorado. Any references to "AHJ" shall mean the "authority having jurisdiction".

(b) The Chief of the Grand Junction Fire Department, or their designee, shall serve as the "code official" for the purposes of the Wildfire Resiliency Code.

(c) Part 2, Section 103 of the Colorado Model Wildfire Resiliency Code is stricken. Any references to any code compliance agency in the Wildfire Resiliency Code shall mean the Grand Junction Fire Department, and the code official.

(d) Part 2, Section 106.1 of the Colorado Model WRC is stricken and replaced by the following:

> 106.1 General. An AHJ has the authority to establish fees. Fees shall be established by Resolution of the City Council.

SECTION 2

The following is amended from the Grand Junction Municipal Code, Chapter 15.36:

15.36.020(w) Section R333, is hereby repealed in its entirety.

DRAFT

INTRODUCED on first reading the ___ day of March 2026 and ordered published in pamphlet form.

PASSED and **ADOPTED** on second reading the ____ day of March 2026 and ordered published in pamphlet form.

_____
Cody Kennedy
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

DRAFT

Grand Junction Planning Commission

Regular Session

Item #2.b.i.

Meeting Date: March 4, 2026

Presented By: Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Thomas Lloyd, Planning Manager

Information

SUBJECT:

Introduction of an Ordinance to Rezone Approximately 1.75 acres from Commercial General (CG) Lying Within the Greater Downtown Commercial Overlay and Industrial Light (I-1) Parcels to Mixed-Use Light Commercial (MU-2) Including Lots 1 - 16, and Lots 23 – 32 all Within Block 10 of the Amended Plat of Benton Canon's First Subdivision Less Those Portions Conveyed to the City of Grand Junction. The parcels are Addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; Along with Parcels Numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021 and Setting a Public Hearing for March 18, 2026

RECOMMENDATION:

The Planning Commission heard this request at their February 13, 2026 meeting and voted (7-0) to recommend approval.

EXECUTIVE SUMMARY:

The applicant, Enlightened Real Estate Fund LLC is requesting a rezone of twelve properties measuring approximately 1.75 acres from Commercial General (CG) and Industrial Light (I-1) to Mixed-Use Light Commercial (MU-2) located on the west ends of Noland Avenue and Kimball Avenue to support future development.

Seven of the parcels are zoned Industrial Light (I-1), and five are zoned Commercial General (CG). The Future Land Use designations for the properties are both Mixed Use and Commercial. The proposed MU-2 zoning is consistent with that designation and also aligns with the City's goals for the Lower Downtown Corridor and more specifically the South 7th Street Corridor within.

BACKGROUND OR DETAILED INFORMATION:

The applicant, Enlightened Real Estate Fund LLC is requesting a rezone of 12 parcels encompassing approximately 1.91 acres to Mixed-Use Light Commercial (MU-2). Seven of the properties are currently zoned Industrial Light (I-1) and five are currently zoned Commercial General (CG).

The subject properties are located between Noland and Kimball Avenue and 7th and 8th Street blocks adjacent to an Active Transportation Corridor (ATC) on 7th Street. All of the subject properties are within the Tier 1 Growth Area. The properties surrounding the subject site are zoned I-1 to the east, CG to the west.

Of the 12 subject properties, seven of the properties lie within the Mixed-Use land use designation as identified by the One Grand Junction Comprehensive Plan and 5 exist within the Commercial designation.

The requested MU-2 zoning district is one of the implementing zone districts for both the Commercial and Mixed Use land use designation.

For the 7 properties on the west end of Noland and Kimball Avenue that have the Mixed Use designation, the following districts would also be consistent with the Comprehensive Plan:

1. RH-16 (Residential High 16)
2. RH-24 (Residential High 24)
3. MU-1 (Mixed Use Neighborhood)
4. MU-3 (Mixed Use Downtown)
5. P-1 (Public Parks and Open Space)
6. P-2 (Public, Civic, and Institutional Campus)
7. PD (Planned Development)

For the 5 properties on the east end with the Commercial designation, the following zone districts would also be consistent with the comprehensive Plan:

1. CG (Commercial General)
2. P-2 (Public, Civic, and Institutional Campus)
3. PD (Planned Development)

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on September 2, 2025, at 5:30 pm, in accordance with Section 21.02.030(c) of the Zoning and Development Code. City staff was present with the applicants and their consultants. No one from the public attended the meeting. Information was prepared for presentation regarding the request, the timeline, opportunities for public comment, and public notifications of the rezone request.

An official development application was submitted to the City of Grand Junction for review in September 2025.

Notice was consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with a public hearing notice sign on September 23, 2025. 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 30, 2025. The notice of this public hearing was published January 31, 2025, in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the criteria outlined in this section. The applicant's responses to these criteria are included in the Development Application, included as Exhibit 1. Staff's analysis of the criteria is provided below.

(A) Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The requested rezoning of 12 properties from CG and I-1 to MU-2 is not only consistent with the One Grand Junction Comprehensive Plan, it is the mechanism the Plan anticipates for carrying out its Mixed Use vision in this exact geography as, the properties are located within several specific planning areas.

Area Specific Policies

The 12 subject properties lie within either the Mixed Use or the Commercial Land Use Designations of the Comprehensive Plan.

The Comprehensive Plan's Land Use and Growth Framework identifies Mixed Use designated areas as locations for higher-intensity development that combine employment, retail, and services with higher-density housing in walkable and transit-supportive environments. Commercial areas are intended to concentrate retail and services with a more auto-oriented character.

Importantly, the MU-2 zoning district is identified as an implementing zone district for both designations, giving it the flexibility to deliver higher-density, mixed-use redevelopment in corridors that are envisioned to evolve from auto-centric patterns into pedestrian-friendly, multi-modal places.

Lower Downtown Sub Area

The subject properties also exist within the Lower Downtown Sub Area and more specifically within the South 7th Street Corridor Character Area.

The Lower Downtown Subarea is envisioned as an extension of the City center and

strengthens the physical and visual connections between Main Street and the riverfront.

Within the boundaries of the Lower Downtown Sub Area, a series of character areas have been identified, each distinguished by its physical form, functional land uses, prevailing conditions, and defining urban qualities.

South 7th Street Corridor Character Area

All of the subject parcels are located within the South 7th Street Corridor Character Area.

The vision for the South 7th Street Corridor is to create a vibrant extension of Main Street that draws people toward the Colorado River and also acts as a spine connecting Lower Downtown to the City center. The corridor is intended to feature architectural variation and a mix of street-oriented businesses with the goal of creating an inviting pedestrian friendly environment.

The architectural requirements of the Nonresidential and Mixed Use Design Standard code section supports this vision in its call to incorporate a variety of architectural features in development.

To support the vision of the Lower Downtown Sub Area Plan and more specifically the South 7th Street Corridor, several functional improvements are intended for the area with the goal of ensuring that the area evolves “in a way consistent with the community’s vision”.

Those Functional Improvements include

- The identification of an Opportunity Site – which if utilized would have a positive effect on Lower Downtown. This Opportunity site is located/encompasses the entire subject area and all parcels.
- Additionally, the subject properties are located at the terminus of an identified Priority Complete Street which is intended to provide safe accessible multi-modal access to the opportunity site. For the South 7th Street Corridor and the site’s position at the end of a designated Complete Street, the Plan is explicit. South 7th should be "traffic-calmed and activated”. Zoning that produces active frontages and a concentration of residents and daily destinations in this specific location maximizes the safety and economic return of the Complete Streets investments. The MU-2’s urban, storefront-oriented form and mixed uses are designed to deliver exactly that.
- Screening and Buffering is also planned for the length of 8th Street going south to the site. Such screening and buffering is intended to provide separation between residential and mixed uses from the surrounding industrial or manufacturing uses and focuses the activated corridor.

Greater Downtown Commercial Corridor

Seven (7) parcels are further located in the Greater Downtown Commercial Corridor – “Commercial Corridor” overlay which requires further enhanced landscaping and building articulation.

This corridor is intended to create an attractive, pedestrian-friendly corridor by limiting visual clutter and improving how development faces the street. It requires outdoor storage and permanent display areas to be placed beside or behind the principal building, generally in the rear half of the lot, so streetscapes remain orderly and inviting. The overlay also keeps parking from dominating the corridor by prohibiting parking in front yards and requiring accessory parking to be located behind or to the side of buildings. To encourage walkable, street-oriented development, front yard setbacks for principal structures are reduced to zero feet, bringing buildings closer to the sidewalk. Finally, it supports a mixed-use environment by allowing residential uses consistent with the MU-2 zone, while setting design, landscaping, and signage standards that enhance corridor character and long-term appearance.

An additional Area-Specific Policy of the Comprehensive Plan that further confirms the appropriateness of the MU-2 rezoning is the Mixed Use Corridor designation within which all of the subject properties lie. The Mixed Use Corridor envisions multi-story, pedestrian-oriented development with a mixture of commercial, residential, and service uses that activate corridors and support multi-modal circulation. The MU-2 zoning district implements this by requiring buildings to be pulled forward to the street, by orienting facades toward sidewalks, and by integrating housing opportunities with daily destinations.

Furthermore, the functional provisions of the MU-2 zone district including the uses defined in the Principal Use Table, the Mixed Use Design Standards, and the Bulk regulations directly implement the Comprehensive Plan’s call for compact, storefront-oriented development that generates active street frontages, concentrates housing and daily destinations, and reduces reliance on surface parking along key corridors. The Principal Use Chart establishes MU-2 as a true mixed-use district, allowing a broad range of commercial, office, and service uses along with higher-density residential development (eight or more dwelling units per acre). This mix is intended to ensure that daily needs such as food, retail, services, and employment can be co-located with housing, thereby reinforcing the Plan’s vision for walkable, transit-supportive districts.

Mixed Use Design Standards and Bulk requirements for development in the MU-2 zoning district further advance this intent as buildings are required to have primary entries on the front façade of the structure, ground-floor commercial uses have transparency requirements intended to create visual interest and pedestrian engagement, and bulk standards reinforce this form by requiring shallow front setbacks, higher allowable building heights than typical suburban commercial zones, and lot coverage standards that enable multi-story development. Collectively, these standards implement the Plan’s directive for “urban, storefront-oriented form” and help deliver the

density and activity levels necessary to activate corridors.

The subject properties lie within each of these designated areas, directly fulfilling the intent of the adopted policies through the very mechanism designed to achieve those goals. A rezone to MU-2 therefore brings the zoning map into clear alignment with the adopted land-use map and policy framework.

Plan Principles

Beyond subarea fit, MU-2 advances citywide Plan Principles for a flourishing, lived-in Downtown district where people “live, work, and enjoy a variety of amenities,” with large or vacant lots redeveloped to activate streets and create great public spaces, and with the 7th Street corridor functioning as an extension of Main Street linking Downtown to the River. Rezoning to MU-2 is a direct, implementable step toward this adopted future condition.

The requested rezone to MU-2 provides the housing capacity and product mix the Plan directs for urban intensification areas. The Comprehensive Plan documents rising prices, low inventory, and a need to “create more mixed-use, walkable neighborhoods” with higher density in priority areas such as the city’s core and Downtown; MU-2 responds with minimum residential density and mixed-use standards that ensure efficient, urban development patterns rather than under building. The Code sets MU-2’s minimum residential density at 16 dwelling units per acre, and accommodates townhomes, multi-unit residential, employment, and commercial uses along transportation corridors: exactly the Plan’s call.

Conclusion. Rezoning these 12 properties to MU-2 is a textbook act of plan implementation.

The request:

1. Conforms to the Mixed Use and Commercial land use designation
2. Delivers the required intensity (>16 du/acre) and mix of housing and commercial that the Plan seeks for Downtown adjacent corridors
3. Implements the Lower Downtown Sub Area plan, South 7th Street Corridor goals, Opportunity Sites reinvestment, and Mixed Use Corridor vision while phasing out incompatible uses.
4. Advances Complete Streets and Active Transportation policies at the end of a designated complete street by enabling a walkable urban form.
5. Addresses housing supply, choice, and attainability in the city’s highest-priority infill area without sprawling infrastructure demands.

The action is, in form and substance, consistent with implementation of the Comprehensive Plan.

(B) Development Patterns. The proposed zoning will result in logical and orderly

development pattern(s).
Rezoning the properties from CG and I-1 to MU-2 supports a logical, well-structured development pattern that is responsive to its surrounding context and consistent with the broader land use vision outlined in the One Grand Junction Comprehensive Plan.

Rezoning the 12 parcels at the west ends of Noland and Kimball Avenues from CG and I-1 to MU-2 results in logical and orderly development because it aligns the zoning map with the Comprehensive Plan's Mixed-Use framework, regularizes a patchwork of legacy commercial and industrial zoning in the Lower Downtown area, and concentrates compatible intensity at a Complete Street terminus already prioritized for multimodal upgrades.

This request also implements the Comprehensive Plan's framework for responsible and managed growth. The Plan's tiered growth strategy prioritizes infill in Tier 1 areas, directing redevelopment to sites already served by infrastructure in order to avoid leap-frog growth and unnecessary service extensions. By concentrating new activity in Lower Downtown, the rezone advances the Plan's mandate to support growth where levels of service can be maintained efficiently, making best use of existing water, sewer, transportation, and public safety systems. This aligns directly with Plan Principle 3 – Responsible and Managed Growth, which emphasizes fiscal stewardship, efficient use of infrastructure, and a predictable zoning framework.

The Land Use & Growth Framework of Chapter 3 calls first to apply the implementing zone districts for the applicable land-use designation and then apply area-specific policies; MU-2 is an implementing district for Mixed Use and Commercial and is expressly intended to carry out this designation.

Applying MU-2 here therefore organizes land uses in a coherent pattern: walkable, vertical/horizontal mixed use and housing options along South 7th Street, with industrial activity to the east being screened and buffered and steered away from sensitive frontages, as the Subarea policies require.

Because the subject properties lie at the terminus of a designated Priority Complete Street and within an opportunity sites, activating them through MU-2 zoning maximizes the City's investment in multimodal infrastructure and supports orderly transitions away from industrial uses. The Subarea's policies on screening, buffering, and compatible edge conditions are also reinforced by MU-2 design standards, ensuring that redevelopment balances intensity with neighborhood compatibility.

Overall, rezoning to MU-2 ensures that growth occurs where it is intended, supported, and cost-effective; that it leverages existing infrastructure; that it implements subarea visions and character area goals; and that it delivers the housing, employment, and urban form needed to sustain Downtown as a thriving, lived-in district. This is precisely what is meant by logical and orderly development under both the Comprehensive Plan and the zoning code.

In Summary, rezoning these 12 properties to MU-2 results in logical and orderly development because it:

(a) steers growth to Tier 1 infill areas;
(b) meets Servicing Growth/LOS expectations using existing infrastructure;
(c) implements the Lower Downtown and South 7th Corridor framework; and
(d) delivers multi-modal, mixed-use intensity where the City's policies, maps, and capital priorities already point.

(C) Benefits. The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Several of the properties have long presented visual blight, while others have remained vacant and underutilized in a prime area identified for targeted redevelopment. Rezoning the parcels to MU-2 will appropriately position them for future redevelopment.

The MU-2 zoning district specifically provides benefits across several categories.

Residential Use Benefits

MU-2 permits multi-unit residential, live/work units, and upper-story dwellings over commercial uses, while dwelling units are not permitted under the current zonings of CG or I-1. This mix of residential options creates opportunities for people to live closer to jobs, shops, and services, reducing reliance on cars and supporting walkability. It also diversifies the city's housing stock, which is critical for affordability and accommodating a range of household types.

Retail and Service benefits

While CG allows retail, I-1 restricts it to accessory roles. In contrast, MU-2 supports retail and service uses at all scales alongside housing. This provides daily amenities within walking distance of residents, making neighborhoods more self-sufficient and lively. The inclusion of services like cafés, salons, or small shops (not generally permitted or I-1 districts and often not compatible with more intensive uses of the CG district) strengthens the local economy by encouraging entrepreneurship and fostering vibrant street life.

Employment or Professional Services Benefits

MU-2 permits office and professional uses alongside housing and retail, unlike I-1's industrial focus or CG's large-scale commercial emphasis. By supporting employment compatible with residential areas, MU-2 fosters live-work balance and sustains activity throughout the day and evening.

Destination Benefits

Under the MU-2 zoning, uses such as lodging, bars, taverns, and short-term rentals are permitted, offering new opportunities for hospitality and destination based amenities that are not allowed in either CG or I-1. MU-2 also enables community-oriented facilities like swimming pools, further enhancing neighborhood livability.
At the same time, the rezoning removes incompatible uses such as impound lots,

commercial outdoor storage, major auto repair, and other heavy industrial activities that detract from an active, pedestrian-friendly corridor. Together, these changes promote a more welcoming environment that supports residents, visitors, and local businesses while reinforcing the identity of Lower Downtown as a lively, connected district.

Civic and Community Benefits
Schools, clinics, cultural centers, or other civic facilities are more easily accommodated in MU-2 than in I-1, and sometimes more flexibly than in CG. Locating these uses within mixed-use areas enhances accessibility for nearby residents, reduces travel distances, and promotes stronger neighborhood identity and cohesion.

In Summary, by permitting uses that combine housing, employment, commerce, and community functions in one district, MU-2 fosters compact, vibrant, and sustainable neighborhoods. These areas become safer, more accessible, and more attractive for both residents and businesses. In contrast, CG and I-1 districts, while important for commerce and industry, tend to segregate uses, require more driving, and do not support the same level of neighborhood vitality.

FINDING OF FACT AND RECOMMENDATION
After reviewing the Kimball – Noland rezone request, for a rezone a total of 1.75 acres from CG (Commercial General) and (I-1) Industrial Light to MU-2 (Mixed-Use Light Commercial) located at the southeast corner of Noland Avenue and 7th Street, the following finding of facts have been made:

1. The request has provided evidence that meets the criteria found in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code.

Therefore, the Planning Commission recommended approval.

SUGGESTED MOTION:

I move to introduce an Ordinance to Rezone Approximately 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) Including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision Less Those Portions Conveyed to the City of Grand Junction. The parcels are Addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; Along with Parcels Numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021 and Setting a Public Hearing for March 18, 2026

Attachments

1. 1. Exhibit 1 - Development Application
2. 2. Exhibit 2 - Neighborhood Meeting Documents

3. 3. Exhibit 3 - Maps
4. Planning Commission Minutes - 2026 - Feb 10 - DRAFT
5. 4. Exhibit 4 - Ordinance

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	Vacant Land	Existing Zoning	CG & I-1
Proposed Land Use Designation	TBD	Proposed Zoning	MU-2

Property Information

Site Location:	12 parcels, see attached page	Site Acreage:	12 parcels, see attached page
Site Tax No(s):	12 parcels, see attached page	Site Zoning:	12 parcels, see attached page

Project Description: Requesting a Rezone of the 12 parcels to MU-2. Currently 5 of the parcels are zoned CG and & are zoned I-2.

Property Owner Information		Applicant Information		Representative Information	
Name:	Enlightened Real Estate Fund LLC	Name:	Enlightened Real Estate Fund LLC	Name:	Kim Kerk Land Consulting & Development
Street Address:	1111 S 7th St	Street Address:	1111 S 7th St	Street Address:	342 North Ave.
City/State/Zip:	Grand Junction, CO 81501	City/State/Zip:	Grand Junction, CO 81501	City/State/Zip:	Grand Junction, CO 81501
Business Phone #:	970-234-0708	Business Phone #:	970-234-0708	Business Phone #:	970-640-6913
E-Mail:	DCarei@senergybuilders.com	E-Mail:	DCarei@senergybuilders.com	E-Mail:	kimk355@outlook.com
Fax #:		Fax #:		Fax #:	
Contact Person:	Darin Carei	Contact Person:	Darin Carei	Contact Person:	Kim Kerk
Contact Phone #:	970-234-0708	Contact Phone #:	970-234-0708	Contact Phone #:	970-640-6913

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.

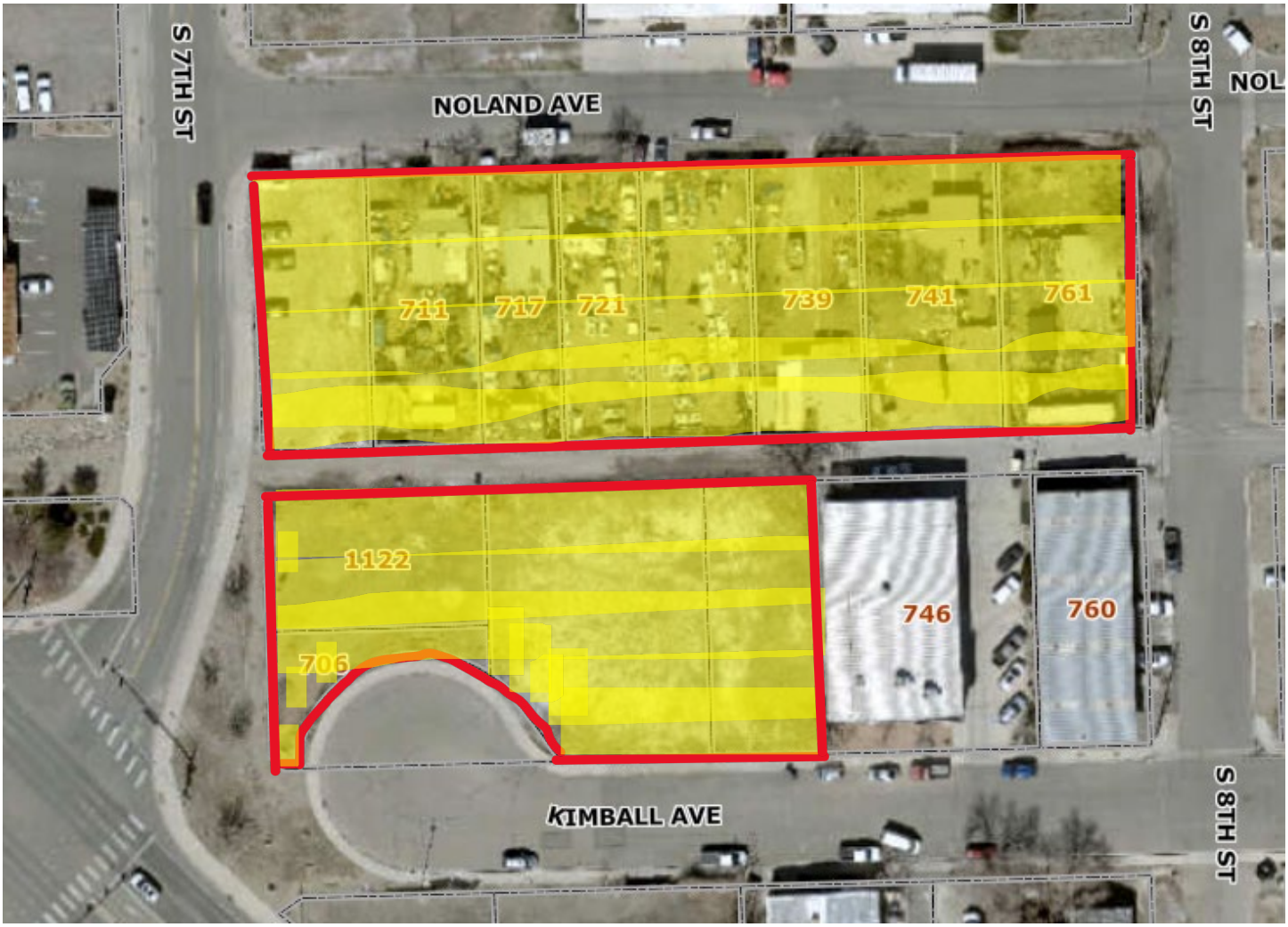
Signature of Person Completing the Application	Kim Kerk	Date	9/4/2025
Signature of Legal Property Owner		Date	9525

Rezone Application
Kimball Ave and Noland Ave Parcels
Grand Junction, CO 81501
November 13, 2025
(Revised)

General Project Report - Revised
Rezone – Kimbal and Noland Ave Parcels

Date	November 13, 2025 (Revised)
Prepared by	Kim Kerk, Project Manager – Kim Kerk Land Consulting & Development
Submitted to	City of Grand Junction - Community Development
	250 N. 5th Street Grand Junction, CO 81501
Planners	Jenna Gorney, Planner
Project	Kimball Ave. and Noland Ave Parcels – Rezone Request

Site Location
2024 City/County Air Photo



Project Introduction

Kim Kerk Land Consulting & Development represents the property owner, Enlightened Real Estate Fund, LLC. This rezoning request is submitted on behalf of the property owner.

The rezoning proposal for parcels situated along Kimball and Noland Avenues in Grand Junction aims to modify the current land use designations of 12 properties, from a mixture of Commercial General (CG) and Industrial Light (I-1) zones to the Mixed Use Corridor (MU-2) zoning classification. This strategic change is intended to facilitate the development of a diverse range of uses, supporting the city's broader growth and redevelopment initiatives, particularly within the lower downtown district. The MU-2 zoning district is designed to accommodate higher density and intensity of development, promoting a blend of commercial, residential, and other uses along key transportation corridors.

The parcels cover approximately 1.76 acres and are located within the Mixed Use Commercial Corridor, a key area identified in the city's comprehensive planning strategy aimed at promoting sustainable urban growth and economic development. This corridor is designated to support a diverse range of higher-intensity land uses, including retail outlets, commercial enterprises, and various employment and service-oriented facilities. Additionally, there is potential for higher-density residential developments to be integrated into this area, aligning with the city's goals for balanced urban expansion and community vitality. The proposal to rezone the area to MU-2 is supported by the 2020 Comprehensive Plan, which emphasizes sustainable growth and development. It aligns with the specific policies outlined for the Commercial Corridor, aiming to enhance its economic vitality and aesthetic appeal. Additionally, the Subarea Character's goal focuses on leveraging existing assets to foster a vibrant and cohesive community environment. The objective is to increase the charm of this vital part of the City center while strengthening connectivity between Main Street and the riverfront. The designated area, loosely bounded by Pitkin Avenue to the north, 5th Street to the west, and Riverside Parkway to the south and east, encompasses several distinct character zones. These zones are characterized by their unique forms, uses, conditions, and overall characteristics, which contribute to the area's diverse urban fabric. The rezoning initiative seeks to balance development with preservation, ensuring that growth respects the area's existing qualities while promoting sustainable urban expansion. This approach aims to create a more integrated, accessible, and appealing environment that supports both commercial activity and community well-being.

- **Project Overview:** Currently the zoning of the 12 parcels contains a mixture of 2 zones, CG and I-1. The owner's request is to rezone the twelve parcels to MU-2 zoning classification. This change aims to establish a uniform zoning designation across all parcels, facilitating a more integrated and strategic development plan. The proposed rezoning will support a diverse range of future land uses, including both commercial and residential opportunities, thereby promoting a balanced and cohesive community development. Implementing this rezoning is expected to attract investments that align with the area's long-term growth objectives.
- **Location and Size:** The parcels are situated between South 7th and South 8th Streets along Kimball and Noland Avenues, encompassing 1.76 +/- acres across 12 properties with detailed tax parcel descriptions provided.
- **Current and Proposed Use:** Presently, the parcels have mixed zoning (5 are CG and 7 are I-1) and include single-family residences and vacant lots used for material storage. Rezoning to

MU-2 will facilitate development consistent with City plans for mixed-use commercial and residential uses.

- **Public Benefit:** MU-2 zoning supports larger-scale commercial, multifamily, and employment uses accessible by various transportation modes. The rezoning aligns with the South 7th Street Corridor's goal to create a walkable urban environment connecting Main Street to the Colorado River.
- **Community Engagement:** A virtual neighborhood meeting was held with no attendees, notes are included in the submission package.
- **Infrastructure and Access:** Existing utilities including water, sewer, electric, gas, fire protection, and law enforcement services are adequate to support the proposed zoning. Site access remains unchanged from current points on South 7th Street, Kimball Avenue, and Noland Avenues.
- **Compliance and Compatibility:** The rezoning request meets city code criteria, supports logical development patterns, and provides benefits through compatible infill and redevelopment consistent with the Greater Downtown Commercial Corridor Overlay District and the 2020 Comprehensive Plan.

A Project Description

1 Location

These parcels are located along Kimball and Noland Avenues between South 7th and South 8th Streets, within the city limits of Grand Junction.

The Tax Parcel Number for 1122 South 7th Street is 2945-231-16-023, and is described as follows:

Lots 25 to 28, inclusive in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, County of Mesa, State of Colorado

The Tax Parcel Number for 706 Kimball Avenue is 2945-231-16-030, and is described as follows:

The South 62.5 feet of Lots 29 to 32, inclusive in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, EXCEPT that portion conveyed to the City of Grand Junction for roadway and utilities right of way purposes in Deed recorded September 13, 1991 at Reception No. 1580837 and EXCEPT that portion conveyed to the City of Grand Junction in Deed recorded July 12, 2006 at Reception No. 2327219, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Kimball Avenue) is 2945-231-16-031, and is described as follows:

The North 62.5 feet of Lots 28 to 32, inclusive in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Kimball Avenue) is 2945-231-16-021, and is described as follows:

Lots 23 and 24 in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Noland Avenue) is 2945-231-16-004, and is described as follows:

Lots 1 and 2 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 711 Noland Avenue is 2945-231-16-005, and is described as follows:

Lots 3 and 4 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 717 Noland Avenue is 2945-231-16-006, and is described as follows:

Lots 5 and West One-half of Lot 6 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 721 Noland Avenue is 2945-231-16-007, and is described as follows:

The East One-half of Lot 6 and Lot 7 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Noland Avenue) is 2945-231-16-008, and is described as follows:

Lots 8 and 9 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 739 Noland Avenue is 2945-231-16-009, and is described as follows:

Lots 10 and 11 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 741 Noland Avenue is 2945-231-16-010, and is described as follows:

Lots 12 and 13 and West One-half of Lot 14 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 761 Noland Avenue is 2945-231-16-011, and is described as follows:

East One-half of Lot 14 and Lots 15 and 16 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

2 Acreage

The total acreage of the subject parcels is 1.76 +/- acres.

Acreage for 1122 South 7th Street (2945-231-16-023) is 0.14 +/-

Acreage for 706 Kimball Avenue (2945-231-16-030) is 0.06 +/-

Acreage for No Address -Kimball Avenue (2945-231-16-031) is 0.27 +/-

Acreage for No Address - Kimball Avenue (2945-231-16-021) is 0.14 +/-

Acreage for No Address - Noland Avenue (2945-231-16-004) is 0.0.14 +/-

Acreage for 711 Noland Avenue (2945-231-16-005) is 0.14 +/-

Acreage for 717 Noland Avenue (2945-231-16-006) is 0.11 +/-

Acreage for 721 Noland Avenue (2945-231-16-007) is 0.11 +/-

Acreage for No Address - Noland Avenue (2945-231-16-008) is 0.15 +/-

Acreage for 739 Noland Avenue (2945-231-16-009) is 0.14 +/-

Acreage for 741 Noland Avenue (2945-231-16-010) is 0.18 +/-

Acreage for 761 Noland Avenue (2945-231-16-011) is 0.18 +/-

3 Proposed Use

The current zoning of the parcels is a mix of CG (5 parcels) and I-1 (7 parcels). Current use is a mix of single-family residential and undeveloped vacant parcels used for various types of material storage.

The requested rezone to Multiple Use- 2 (MU-2) will allow for future development more in alignment with the City's growth and redevelopment plan for the lower downtown area, using a mixture of commercial and residential units. At present, the client is evaluating a variety of future development concepts.

‘

B Public Benefit

Current zoning for the subject parcels include both CG and I-1. The requested Rezone to MU-2 for the 12 parcels will better accommodate for future options for these properties.

Historically these properties have been plagued with illegal activities that have required many visits from local law enforcement. Properties have been neglected and are an eyesore. These and additional problems have or will be addressed as soon as possible resulting in a safer more attractive neighborhood.

The intent of the MU-2 Zone (Mixed-Use Corridor):

> ***To accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, the upper stories are appropriate for residential and/or office uses.***

The City's 2020 Comprehensive Plan, Future Land Use Map identifies these parcels as part of the ***South 7th Street Corridor***. The intent of this planning corridor is:

> ***To connect Main Street to the Colorado River, South 7th Street should be activated as an extension of Main Street with architectural variation and a mix of street-oriented businesses. The South 7th Street Corridor character area should be defined by new buildings built to the back of the sidewalk to improve the urban form and support an environment that encourages people to walk and ride from Main Street to riverfront amenities.***

Thus, this rezone request fits with the City's future land use for this community area.

C Neighborhood Meeting

The Neighborhood Meeting was held virtually on September 2, 2025, at 5:30pm, via a Teem's Meet. There were no attendees present at this meeting. Meeting notes are attached in the submittal package.

D Project Compliance, Compatibility, and Impact

1 Adopted plans and/or policies

This rezone request meets the planning intent of the Mixed-Use 2 Zone, the Greater Downtown Commercial Corridor Overlay District, and the 7th Street Corridor planning area.

The requested rezone will accommodate redevelopment of these parcels from the current run-down, blighted condition into newly constructed commercial and residential units compatible with other recent redevelopment projects and styles in the lower downtown area along the Riverside Parkway. Photos are included of the current condition of the properties.

2 Land Use in the Surrounding Area

North – Vacant undeveloped parcels / commercial warehouse businesses (CG and I-1)
East – Commercial warehouse businesses (I-1)
South – Vacant undeveloped parcels / commercial warehouse businesses (CG and I-1)
West – South 7th Street with commercial businesses beyond (CG)

3 Site access and traffic patterns

Site access to/from all identified parcels will remain as currently existing: off Kimball Avenue and Noland Avenue.

4 Availability of utilities, including proximity of fire hydrants

The utility providers for these parcels include:

Water	–	City of Grand Junction
Sewer	–	City of Grand Junction
Electric	–	Xcel Energy
Gas	–	Xcel Energy
Fire Protection	–	Gand Junction Fire Department
Law Enforcement	–	Grand Junction Police Department

The existing utility infrastructure is adequately sized for this rezone request.

The nearest existing fire hydrants are located at each of the following adjacent street intersections: NE corner/Noland Avenue & 8th Street; NE corner/Noland Avenue & 7th Street; NW corner/Kimball Avenue & 8th Street; and west end of Kimball Avenue cul-de-sac.

Should additional fire hydrants be required, resulting from design reviews of future development plans, installation will be performed in accordance with the City of Grand Junction Water and Fire Department requirements.

5 Special or unusual demands on utilities

There are no special or unusual demands on utilities regarding this rezone request.

6 Effects on public facilities

There are no known effects on public facilities regarding this rezone request.

7 Hours of operation

This rezone request will have no impact on hours of operation for existing residential or commercial operations located on or adjacent the subject parcels.

8 Number of employees

This rezone request will have no impact on the number of employees used in existing commercial operations located on or adjacent the subject parcels.

9 Signage plans

This rezone request does not require or propose installation of new signage or modification of any existing business signage on the subject parcels.

10 Site soils and geology

The US Department of Agriculture Soil Conservation Service has identified the primary soil type for the subject parcels as *Massadona Silty Clay Loam*. Attached is the NRCS soils report.

11 Impact of project on site geology and geological hazards

No man-made or natural geologic hazards are known to exist on the subject properties.

E Project Review Criteria. 21.02.050(m)(3)(ii)

The criteria for review is provided in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency.

The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The City's 2020 Comprehensive Plan, Future Land Use Map identifies these parcels as a combination of Commercial and Mixed-Use. The Mixed-Use Commercial (MU-2) designation is an implementing zone district of the commercial designation.

(B) Development Patterns.

The proposed zoning will result in logical and orderly development pattern(s).

Public and community facilities are adequate to serve the type of in-fill development intended for this area. All services and facilities currently exist to serve the properties.

The requested rezone of these properties will allow for orderly future development consistent with the ongoing redevelopment of the lower downtown area and the City's Greater Downtown Commercial Corridor Overlay District. surrounding neighborhood.

(C) Benefits.

The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

The requested re-zone will allow for compatible in-fill and re-development and will provide continued access for existing commercial, residential, and recreational use in this targeted re-development neighborhood area.

Review of the City's 2020 Comprehensive Plan indicates the following objectives and strategies relevant to this rezone request:

Chapter 2 – Plan Principles

Plan Principle 2: Resilient and Diverse Economy

2 - Support the development of a diverse, educated, healthy, and adaptable workforce

C - Urban Reinvestment

Continue efforts to revitalize Downtown and other mixed-use areas to create vibrant urban areas attractive to young professionals and other workers.

This re-zone to MU-2 will accommodate future utilization of the site to provide both commercial and residential use making it more attractive to young professionals and other workers with close access to the Riverside Parkway commercial, recreational, and entertainment opportunities.

6 - Invest in Key Infrastructure that Supports Businesses

A – Attainable Housing

Encourage the development of attainable housing for early and mid-career employees consistent with the City's housing goals

This MU-2 re-zone request will accommodate development of future options for early and mid-career employees with one and two-bedroom housing options along with minimal maintenance requirements.

D – Regional Amenities

Continue to invest in parks, recreation, and its connected trail system that serve as attractions for tourism and amenities for locals.

This re-zone area is located adjacent existing walking and biking riverfront trail systems, connected to established commercial, entertainment, and recreational opportunities.

E – Core Infrastructure

Continue to strategically invest in transportation and utility infrastructure to serve business and implement the Grand Junction Circulation Plan's Function Classification and Active Transportation Maps.

This project will utilize existing transportation and utility infrastructure to serve both the commercial and residential development options of this re-zone request.

Plan Principle 3: Responsible and Managed Growth

2 - Encourage Infill and Redevelopment to Leverage Existing Infrastructure

A – Underutilized Properties

Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings

Several of the parcels included in this re-zone request are currently vacant and utilized for storage of scrap-type materials and motor vehicles

(running and non-running), residential properties in various stages of disrepair and non-maintenance, which has resulted in a "blighted" appearance exhibiting a non-welcoming vibe to the riverfront area.

iii - consolidation and assembly of properties to improve and coordinate the redevelopment of blocks or segments of corridors where a property-by property approach would limit development potential

This mixed-use zone request will allow for the future combining of multiple parcels to accommodate a more uniform land use of residential and commercial utilization.

6 - Support the development of neighborhood-centered commercial uses and mixed-use development

A – Mix of Uses
Support the creation of a mix of uses as in neighborhood centers and along prominent corridors that reflect the needs of adjoining residents and the characteristics of individual neighborhoods, including, but not limited to, retail, office, entertainment, schools, libraries, parks, recreation amenities, transit facilities, and other amenities

These parcels will be redeveloped to continue the overall plan for mixed-use for this established neighborhood which currently consists of single family and multiple-family residential units, commercial businesses, entertainment venues, and various recreational activities associated with the Colorado Riverfront area.

C – Walkable Centers
Support the development of walkable community/neighborhood commercial centers that provide a variety of services and amenities to the immediate area, expand housing options, and/or provide live-work opportunities.

The parcels included in this re-zone request will continue the overall development of walk-able spaces, identified as a key design parameter for the lower downtown area along with the riverfront revitalization efforts.

D – Density/Intensity
Encourage the transition of low-intensity or otherwise obsolete single-use centers to higher intensity, mixed use centers over time. Emphasize strategies that will expand housing options and available services within the immediate neighborhood.

The re-zone request will allow for development options that will eliminate the existing underutilized parcels (vacant material storage lots and single residential units on undersized lots) and help move the neighborhood towards the planned urban revitalization of this area of lower downtown with a higher density mixed- use corridor between downtown and the riverfront.

Plan Principle 4: Downtown and University Districts

1 - Cultivate energetic and livable greater Downtown and university districts that balance the needs of residents, students, and visitors

A – MIX OF USES
Support a diverse mix of land uses that is tailored to support the vision and unique focus for the University District and for each of the three subdistricts that comprise Downtown District: Downtown; the Rail District; and the River District.

iv. River District. Much of this area is slated for mixed-use development with an abundance of open space amenities and direct access to the Colorado River.

This re-zone request will provide options for the diversity of land use identified in the Comprehensive Plan for the River District. The MU-2 zone district identifies commercial and residential uses to be fully integrated into this identified revitalization neighborhood. This neighborhood already has a mixture of commercial, residential (both single and multiple units), entertainment venues, and recreational opportunities associated with the Colorado Riverfront.

E – RECREATION
Support the continued enhancement and expansion of recreational amenities that celebrate the River District's riverfront setting and centralized location within the region.

The development options associated with this re-zone request will help upgrade the visual appearance of commercial and residential parcels in the transition area of the South 7th Street Corridor and the Riverside Parkway.

3 - Promote the continued reinvestment into Downtown, Riverfront, Rail, and University District's economy

E – UNDERUTILIZED PROPERTIES
Work with property owners and partners such as Downtown Grand Junction to redevelop underutilized properties

The private owner of these parcels (Enlightened Real Estate Fund, LLC) is evaluating development options that will revitalize these various under-utilized and "blighted" properties to help enhance the visual landscape of the Riverside Parkway and the Colorado River corridor.

Plan Principle 5: Strong Neighborhoods and Housing Choices

4 - Promote the integration of transportation mode choices into existing and new neighborhoods

B – CONNECTIVITY AND ACCESS
Promote housing density located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide a safe and direct connection to neighborhood and employment centers.

The redevelopment options will incorporate integration with existing pedestrian and bicycle routes along the South 7th Street Corridor, the Riverside Parkway and the Riverfront trail. This re-zone area is located adjacent to established and designated vehicle crossings for pedestrian and bicycles via an existing signalized intersection.

Plan Principle 7: Great Places and Recreation

2 – Ensure parks, recreational and open space facilities meet community needs and equity of location

B – RECREATIONAL OPPORTUNITIES

Strive to provide access to active and passive recreation opportunities within walking distance of most homes or neighborhoods

The parcels included in this re-zone request are located adjacent to existing ungraded sidewalks and bicycle lanes that connect directly with the South 7th Street Corridor and Riverside Parkway that provide links to the recreational and entertainment opportunities offered in the central downtown core and Colorado Riverfront areas.

3 – Foster opportunities to bring people together by developing great public spaces

A – RIVERFRONT INVESTMENT

Continue to redevelop and revitalize the city's riverfront utilizing both private and public investment

This re-zone request includes both vacant and underutilized private properties situated just north of the Riverside Parkway. This area of the City is identified for active consideration of urban revitalization opportunities. With the re-zone request approved, owner options available for revitalization increase with the MU-2 zone designation.

Chapter 3 Land Use And Growth

Intensification and Tiered Growth Plan

Intensification of the City should be achieved through infill, redevelopment of underutilized properties, and new development of vacant lots.

Tiered Growth – 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.

This re-zone request meets the requirement described for Urban Infill within the Tiered Growth Plan as the City moves toward revitalization of the south end of the South 7th Street Corridor and the existing urban areas on the north side of the Riverside Parkway. Project options will consider the redevelopment of both vacant and underutilized parcels.

Chapter 4 Area-Specific Policies

Subareas – Lower Downtown Subarea

The Lower Downtown Subarea builds on existing assets, to increase the appeal of this important part of the City center while maintaining and improving connections between Main Street and the Riverfront.

This Subarea is comprised of five designated 'character' areas. Below are three character areas near the re-zone parcels.

Rail District Business Area – Provides designated area targeted for office and light manufacturing uses along with organized parking areas.

South 7th Street Corridor – Provides upgraded designated connection between Main Street and the Colorado River (Riverside Parkway).

Riverside Parkway Mixed Use – Provides a designated area of mixed uses for future development. This subarea is identified extending both to the east and west of the South 7th Street Corridor.

The parcels included in this re-zone request are located within the designated limits of the South 7th Street Corridor, within close proximity to both the Rail District Business Area and the Riverside Parkway Mixed Use Area. This re-zone request will accommodate parcel utilization compatible with planned future use of the adjacent character areas.

Conclusion

The applicant respectfully requests a Rezone approval from the City of Grand Junction Community Development Department from CG and I-1 to MU-1, which conforms to the City's 2020 Comprehensive Plan, Future Land Use Map, and overall Plan Principles and Goals.

Representations of Current Property Status



Corner of South 7th Street and Noland Avenue



711 Noland Avenue



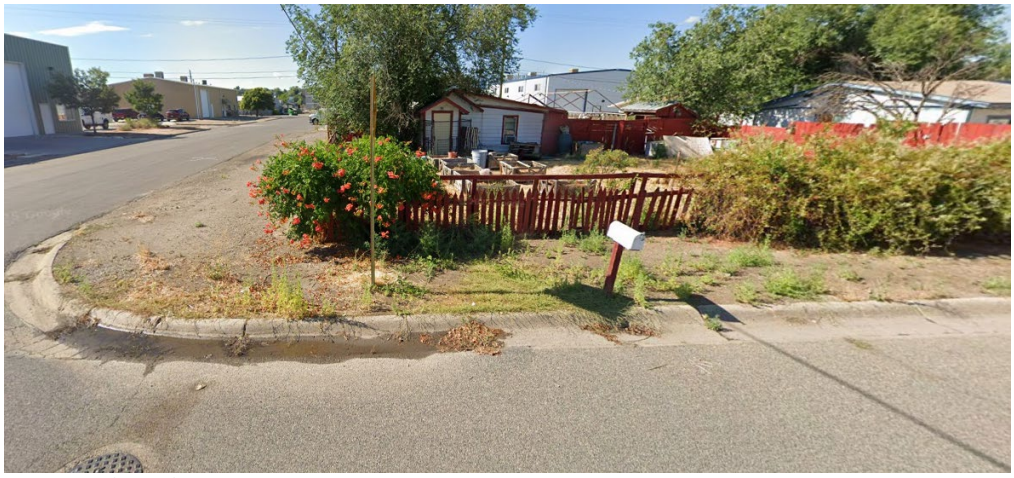
721 Noland Avenue



739 Noland Avenue



741 Noland Avenue



761 Noland Avenue



Kimball Avenue – Cul-de-Sac (no-address)



1122 South 7th Street

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Enlightened Real Estate Fund LLC ("Entity") is the owner of the following property:

(b) 1122 S 7th St, 706 Kimball Ave, Kimball Ave (2945-231-16-031), Kimball Ave (2945-231-16-021),Noland Ave (2945-231-16-004) 711 Noland Ave 717 Noland Ave 721 Noland Ave Noland Ave(2945-231-16-008) 730

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) Sole 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) 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: Darin Carei

Printed name of person signing: Darin Carei

State of Colorado)

County of Mesa) ss.

KANDICE DEAN WEST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20224022430
My Commission Expires June 7, 2026

Subscribed and sworn to before me on this 5 day of September, 20 25

by Kandice Dean West

Witness my hand and seal.

My Notary Commission expires on June 7, 2026

Notary Public Signature

RECEPTION#: 3130164, at 7/1/2025 9:30:00 AM, 1 of 2
Recording: $43.00, Doc Fee $11.75 Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

RETURN RECORDED DOCUMENT TO:
Enlightened Real Estate Fund, LLC, a Colorado Limited Liability Company
1111 S 7th Street, Grand Junction, CO 81501

Document Fee: **$11.75**

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated 30th day of June, 2025, is made between **4NR, LLC, a Colorado Limited Liability Company** ("Grantor"), of the County of Mesa and the State of Colorado.

AND

Enlightened Real Estate Fund, LLC, a Colorado Limited Liability Company ("Grantee"), of the County of Mesa and the State of Colorado, whose legal address is 1111 S 7th Street, Grand Junction, CO 81501.

WITNESS, that the Grantor(s), for and in consideration of ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($117,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **Mesa** and State of Colorado, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT A

ALSO KNOWN AS: **TBD, Grand Junction, CO 81501**

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or in equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns or the Grantor, **warrants title to the same.**, subject to ***the Statutory Exceptions***

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

4NR, LLC, a Colorado Limited Liability Company

by: _____
Toby Axelsson, Member

State of : **Colorado** }
} ss.
County Of **Mesa** }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **June 30, 2025**, by **Toby Axelsson as Member for 4NR, LLC, a Colorado Limited Liability Company**

My Commission expires:

KASANDRA MCPHERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154026737
MY COMMISSION EXPIRES JULY 21, 2027

Witness my hand and official seal.

_____
Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

EXHIBIT A

Parcel 1:

Lots 23 and 24 in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
County of Mesa, State of Colorado

Parcel 2:

Lots 25 to 28, inclusive in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
County of Mesa, State of Colorado

Parcel 3:

The North 62.5 feet of Lots 28 to 32, inclusive in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
County of Mesa, State of Colorado

Parcel 4:

The South 62.5 feet of Lots 29 to 32, inclusive in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
EXCEPT that portion conveyed to the City of Grand Junction for
roadway and utilities right of way purposes in Deed recorded
September 13, 1991 at Reception No. 1580837 and
EXCEPT that portion conveyed to the City of Grand Junction in
Deed recorded July 12, 2006 at Reception No. 2327219,
County of Mesa, State of Colorado

RECEPTION#: 3124555, at 5/2/2025 11:37:32 AM, 1 of 2
Recording: $18.00, Doc Fee $100.97 Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

RETURN RECORDED DOCUMENT TO:
Enlightened Real Estate Fund, LLC, a Colorado Limited Liability Company
1111 S 7th Street, Grand Junction, CO 81501

Document Fee: **$100.97**

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated 1st day of May, 2025, is made between **4NR, LLC, a Colorado Limited Liability Company** ("Grantor"), of the County of Mesa and the State of Colorado.

AND

Enlightened Real Estate Fund, LLC, a Colorado Limited Liability Company ("Grantee"), of the County of Mesa and the State of Colorado., whose legal address is 1111 S 7th Street, Grand Junction, CO 81501.

WITNESS, that the Grantor(s), for and in consideration of ONE MILLION NINE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($1,009,700.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, **IN SEVERALTY** and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **Mesa** and State of Colorado, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT A

ALSO KNOWN AS: **Vacant land, Grand Junction, CO 81501**

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or in equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns or the Grantor, **warrants title to the same.**, subject to ***the Statutory Exceptions***

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

4NR, LLC, a Colorado Limited Liability Company

Toby Axelsson, Member

State of : **Colorado** }
} ss.
County Of **Mesa** }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **May 1, 2025**, by **Toby Axelsson as Member of 4NR, LLC, a Colorado Limited Liability Company**

My Commission expires:

KASANDRA MCPHERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154026737
MY COMMISSION EXPIRES JULY 21, 2027

Witness my hand and official seal.

Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

KASANDRA MCPHERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154026737
MY COMMISSION EXPIRES JULY 21, 2027

RECEPTION#: 3124763, at 5/5/2025 2:02:32 PM, 1 of 1
Recording: $13.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

After Recording Return To:
Enlightened Real Estate Fund, LLC
1111 S 7th Street
Grand Junction, CO 81501

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: **Enlightened Real Estate Fund, LLC**
2. The Entity is a: **Limited Liability Company**
3. The Entity is formed under the laws of: **Colorado**
4. The mailing address for the entity is:

   1111 S 7th Street, Grand Junction, CO 81501

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Darin Carei as Sole Member
6. The authority of the foregoing person(s) to bind the entity **is not limited**
7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: May 1, 2025

Enlightened Real Estate Fund, LLC, a Colorado Limited Liability Company

By: _____
Darin Carei, Sole Member

STATE OF: **Colorado**
COUNTY OF: **Mesa**

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **1st** day of **May**, **2025** by **Darin Carei, Sole Member of Enlightened Real Estate Fund, LLC, a Colorado Limited Liability Company**

My Commission expires:

KASANDRA MCPHERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154026737
MY COMMISSION EXPIRES JULY 21, 2027

Witness my hand and official seal.

_____
Notary Public

Exhibit 'A'

Parcel No. 1 - 2945-231-16-004

Lots 1 and 2 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 2 - 2945-231-16-005

Lots 3 and 4 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 3 - 2945-231-16-006

Lots 5 and West One-half of Lot 6 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 4 - 2945-231-16-007

The East One-half of Lot 6 and Lot 7 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 5 - 2945-231-16-008

Lots 8 and 9 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 6 - 2945-231-16-009

Lots 10 and 11 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 7 - 2945-231-16-010

Lots 12 and 13 and West one-half of Lot 14 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Parcel No. 8 - 2945-231-16-011

East one-half of Lot 14 and Lots 15 and 16 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Legal Descriptions (12 parcels)-Noland & Kimball:

The Tax Parcel Number for 1122 South 7th Street is 2945-231-16-023, 0.14 Acres +/- and is described as follows:
The North 62.5 feet of Lots 28 to 32, inclusive in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
County of Mesa, State of Colorado

The Tax Parcel Number for 706 Kimball Avenue is 2945-231-16-030, 0.058 Acres +/- and is described as follows:
The South 62.5 feet of Lots 29 to 32, inclusive in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
EXCEPT that portion conveyed to the City of Grand Junction for
roadway and utilities right of way purposes in Deed recorded
September 13, 1991 at Reception No. 1580837 and
EXCEPT that portion conveyed to the City of Grand Junction in
Deed recorded July 12, 2006 at Reception No. 2327219,
County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Kimball Avenue) is 2945-231-16-031, 0.27 Acres +/- and is described as follows:
Lots 25 to 28, inclusive in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Kimball Avenue) is 2945-231-16-021, 0.14 Acres +/- and is described as follows:
Lots 23 and 24 in
Block 10 of
BENTON CANON'S FIRST SUBDIVISION, as amended,
County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Noland Avenue) is 2945-231-16-004, 0.14 Acres +/- and is described as follows:
Lots 1 and 2 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

The Tax Parcel Number for 711 Noland Avenue is 2945-231-16-005, .014 Acres +/- and is described as follows:
Lots 3 and 4 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

The Tax Parcel Number for 717 Noland Avenue is 2945-231-16-006, 0.107 Acres +/- and is described as follows:
Lots 5 and West One-half of Lot 6 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

The Tax Parcel Number for 721 Noland Avenue is 2945-231-16-007, 0.107 +/- and is described as follows:
The East One-half of Lot 6 and Lot 7 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

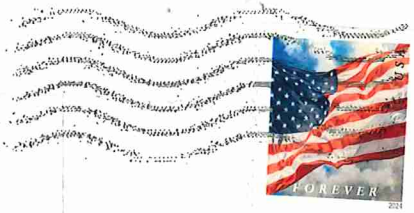
The Tax Parcel Number for No Address (Noland Avenue) is 2945-231-16-008,0.143 Acres +/- and is described as follows:
Lots 8 and 9 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

The Tax Parcel Number for 739 Noland Avenue is 2945-231-16-009, 0.143 Acres +/- and is described as follows:
Lots 10 and 11 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

The Tax Parcel Number for 741 Noland Avenue is 2945-231-16-010, 0.180 Acres +/- and is described as follows:
Lots 12 and 13 and West one-half of Lot 14 in
Block 10 of
AMENDED PLAT OF BENTON CANON’S FIRST SUBDIVISION,
County of Mesa, State of Colorado

The Tax Parcel Number for 761 Noland Avenue is 2945-231-16-011, 0.180 Acres +/- and is described as follows:
East one-half of Lot 14 and Lots 15 and 16 in
Block 10 of
AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION,
County of Mesa, State of Colorado

Kim Kerk Land Consulting & Dev.
342 North Ave.
Grand Junction, CO 81501



CITY OF GRAND JUNCTION
JENNA GORNEY
250 N 5TH ST
GRAND JUNCTION, CO 81501

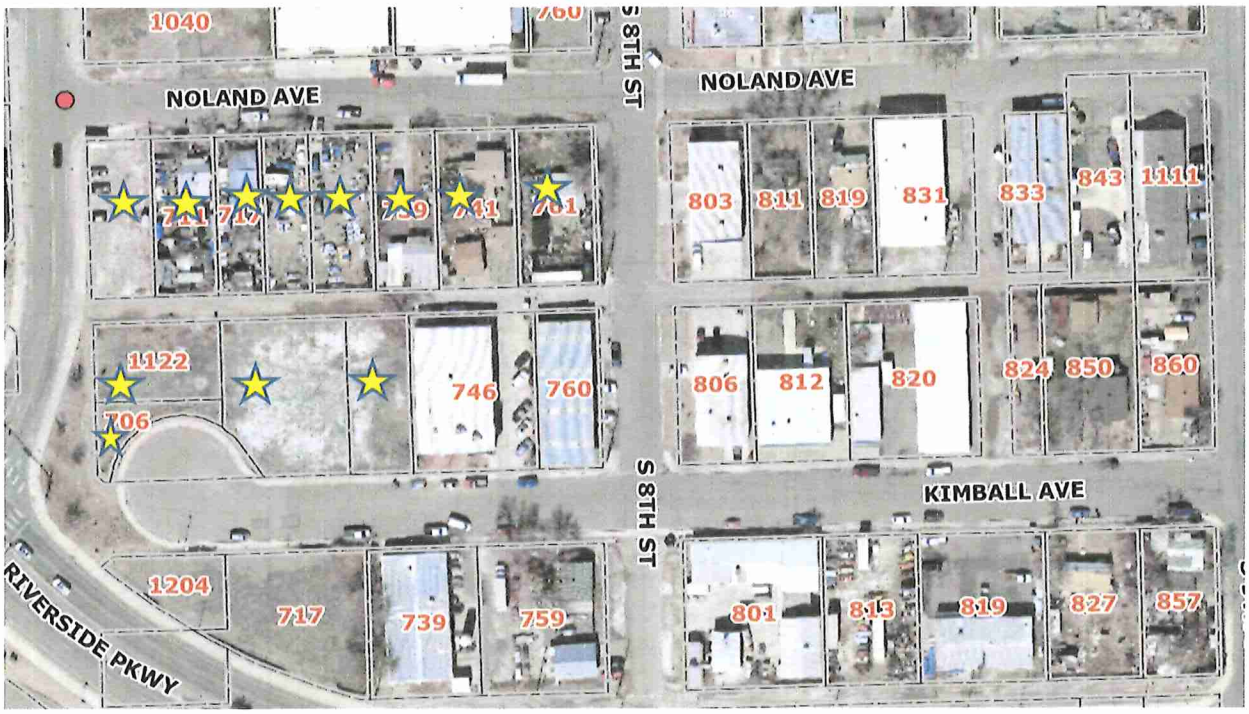
81501$2668

Regards,

Kim

Kim Kerk Land Consulting & Development, LLC

Properties Location Map



342 North Ave. Grand Junction, CO 81501
Ph: 970-640-6913

Kim Kerk
LAND
CONSULTING & DEVELOPMENT

Mailing Date: 08.14.2025

RE: A Neighborhood Comment Meeting (NCM) for information on the proposed Rezone request of 12 properties on Noland & Kimball Avenue (see aerial photo). The request is to rezone the 12 parcels to Mixed-Use Light Commercial (MU-2) zoning district. Currently, 5 of the parcels are zoned Commercial General (CG) and 7 are zoned Industrial Light (I-1). The parcels are also located within the Greater Downtown Commercial Corridor Overlay District. Approval of the requested rezone to Mixed-Use Light Commercial, (MU-2) will allow for future development more in alignment with the City's growth and redevelopment plan for the lower downtown area, using a mixture of commercial and residential units.

Dear Neighbor:

This letter is to notify you that on September 2nd, **at 5:30pm, a VIRTUAL** neighborhood meeting will be held to provide you with information on the proposed rezone of the following parcels: 2945-231-16-005, 2945-231-16-006, 2945-231-16-007,2945-231-16-009, 2945-231-16-010, 2945-231-16-011, 2945-231-16-008, 2945-231-16-023, 2945-231-16-030, 2945-231-16-031, 2945-231-16-021 & 2945-231-16-004.

Microsoft Teams Meeting Free Download: https://teams.live.com/free

Neighborhood Comment Meeting Information:
Tuesday, September 2, 2025
5:30 PM (MST)

Meeting ID: 937 411 979 045 0
Passcode: mm37ZQ

A Neighborhood Comment Meeting (NCM) is held prior to a public hearing on an application. The purpose of an NCM is to allow the neighborhood to provide that applicant with feedback that may be relevant to improving the design of the project to address neighborhood concerns that may otherwise be raised at the public hearing.

Mixed Use Corridors attract residents looking to live and work within walking distance of a mixture of office, shopping, and service uses.

As a neighbor of this property, you will be notified of future development applications and public hearings (if any) by mail.

The list of property owners who have been notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of the Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

If you are not available to attend this meeting, you can provide written comment to kimk355@outlook.com or the City of Grand Junction Planning Department at jenna.gorney@gjcity.org.

We look forward to your feedback on this project.

342 North Avenue Grand Junction, CO 81505
Ph: 970-640-6913

Neighborhood Comment Meeting Notes-Noland & Kimball: Rezone Request

The virtual meeting was held via Microsoft Team Meets and began at 5:30 pm on September 2nd, 2025. In attendance was Kim Kerk-Project Manager and Jenna Gorney-City of Grand Junction Planner. No neighbors attended the meeting. Kim did receive two phone calls from the neighbors inquiring about the Rezone request. Kim explained to the callers the request is to rezone the 12 parcels from Industrial Light (I-1) and Commercial General (CG) to the Mixed Use Corridor (MU-2) zoning district. Currently, 5 of the parcels are zoned Commercial General (CG) and 7 are zoned Industrial Light (I-1). Consolidating the zoning will allow for a more cohesive future plan.

Kim Kerk, PM, is the representative for the developer and is assisting coordination of the project.

The meeting was adjourned at 5:45 pm.

1040 S 7TH LLC
301 E DAKOTA DR
GRAND JUNCTION, CO 81507

425 NORTH LLC
425 NORTH AVE
GRAND JUNCTION, CO 81501

4NR LLC
PO BOX 1921
GRAND JUNCTION, CO 81502

805 STRUTHERS LLC
312 D ASPEN AIRPORT BUSINESS CENTER
ASPEN, CO 81611

ATLASTA SOLAR STORE LLC
ENLIGHTENED REAL ESTATE FUND LLC
1111 S 7TH ST
GRAND JUNCTION, CO 81501

C3J INVESTMENT LLC
2506 RIATA RANCH RD
GRAND JUNCTION, CO 81505

CITY OF GRAND JUNCTION
JENNA GORNEY
250 N 5TH ST
GRAND JUNCTION, CO 81501

DESROSIERS DAVID
PO BOX 23265
GLADE PARK, CO 81523

EAGLE GROUP LLC
30 N GOULD ST STE R
SHERIDAN, WY 82801

EMB INVESTMENTS LLC
2156 BUFFALO DR
GRAND JUNCTION, CO 81507

GOETZ JAMES E
GOETZ ANNA E
1035 S 8TH ST
GRAND JUNCTION, CO 81501

GOMEZ JOE F
GOMEZ SALLY S
857 KIMBALL AVE
GRAND JUNCTION, CO 81501

HAREMZA JAMES C
HAREMZA KRISTINE L
291 PINON ST
GRAND JUNCTION, CO 81503

HERRERA ALDO
822 NOLAND AVE
GRAND JUNCTION, CO 81501

HIGH PLAINS PROPERTIES LLC
18975 W 55TH CIR
GOLDEN, CO 80403

HONG SUNG C
1010 S 7TH ST
GRAND JUNCTION, CO 81501

IN TANDEM LLC
2418 S CRYSTAL CT
GRAND JUNCTION, CO 81507

JONES GRETCHEN
JONES JOHN
850 KIMBALL AVE
GRAND JUNCTION, CO 81501

JONES JOHN
JONES GRETCHEN K, KIMBALL LLC
801 KIMBALL AVE
GRAND JUNCTION, CO 81501

KIM KERK LAND CONSULTING & DEVELOPMENT
KIM KERK
342 NORTH AVE
GRAND JUNCTION, CO 81501

LATIN ANGLO ALLIANCE FOUNDATION INC
748 WINTERS AVE
GRAND JUNCTION, CO 81501

MANGOLD THOMAS W
15931 PINYON PARK
GLADE PARK, CO 81523

MARDEE LLC
806 KIMBALL AVE
GRAND JUNCTION, CO 81501

MCCREANOR DORENE D
MCCREANOR PHILLIP S
803 WINTERS AVE
GRAND JUNCTION, CO 81501

MESA COUNTY
PO BOX 20000
GRAND JUNCTION, CO 81502

MICHELLE M LUPIN REV TRST OF 2008
LUPIN MICHELLE TRUSTEE
45020 DE PORTOLA RD
TEMECULA, CA 92592

MILLS JOANN MARIE
860 CHIPETA AVE
GRAND JUNCTION, CO 81501

MOORE ROCKY
713 WINTERS AVE
GRAND JUNCTION, CO 81501

NAVAJO PROPERTIES INC
PO BOX 40187
GRAND JUNCTION, CO 81504

NAVARRO LOUISE G
811 NOLAND AVE
GRAND JUNCTION, CO 81501

OLSON LUCILE M
OLSON HAROLD PATTON
812 KIMBALL AVE UNIT C
GRAND JUNCTION, CO 81501

RAMSTETTER F MARIE
RAMSTETTER KAROL LUE
929 MAIN ST
GRAND JUNCTION, CO 81501

SALINAS TRESA M
820 NOLAND AVE
GRAND JUNCTION, CO 81501

SANCHEZ NICHOLAUS J
SANCHEZ TIMMIE J
831 WINTERS AVE
GRAND JUNCTION, CO 81501

SERR RE NOLAND LLC
2185 SIEBER CANYON AVE
GRAND JUNCTION, CO 81507

SESSIONS HENRY ALVIN
220 RED SAND RD
GRAND JUNCTION, CO 81507

SHIPLEY DEBORAH KAY
PO BOX 147
WHITEWATER, CO 81527

SINGLE TRACK STORAGE 2 LLC
120 W PARK DR STE 200
GRAND JUNCTION, CO 81505

SOUTH 7TH STREET LLC
2387 S SAN MIGUEL DR
GRAND JUNCTION, CO 81507

STEWART JOHN B
SMITH NANCY VA
PO BOX 355
GATEWAY, CO 81522

TENTH MOUNTAIN PROPERTIES LLC
1019 PALMER DR
GLENWOOD SPRINGS, CO 81601

WELLS DEVELOPMENT CO LLC
106 STATE PL
ESCONDIDO, CA 92029

WESTCOTT HOLDINGS LLC
PO BOX 4907
GRAND JUNCTION, CO 81502

WESTERN METALS RECYCLING LLC
13137 S SPRING LN #400
DRAPER, UT 84020

WESTERN METALS RECYCLING LLC
200 W CIVIC CENTER DR STE 350
SANDY, UT 84070

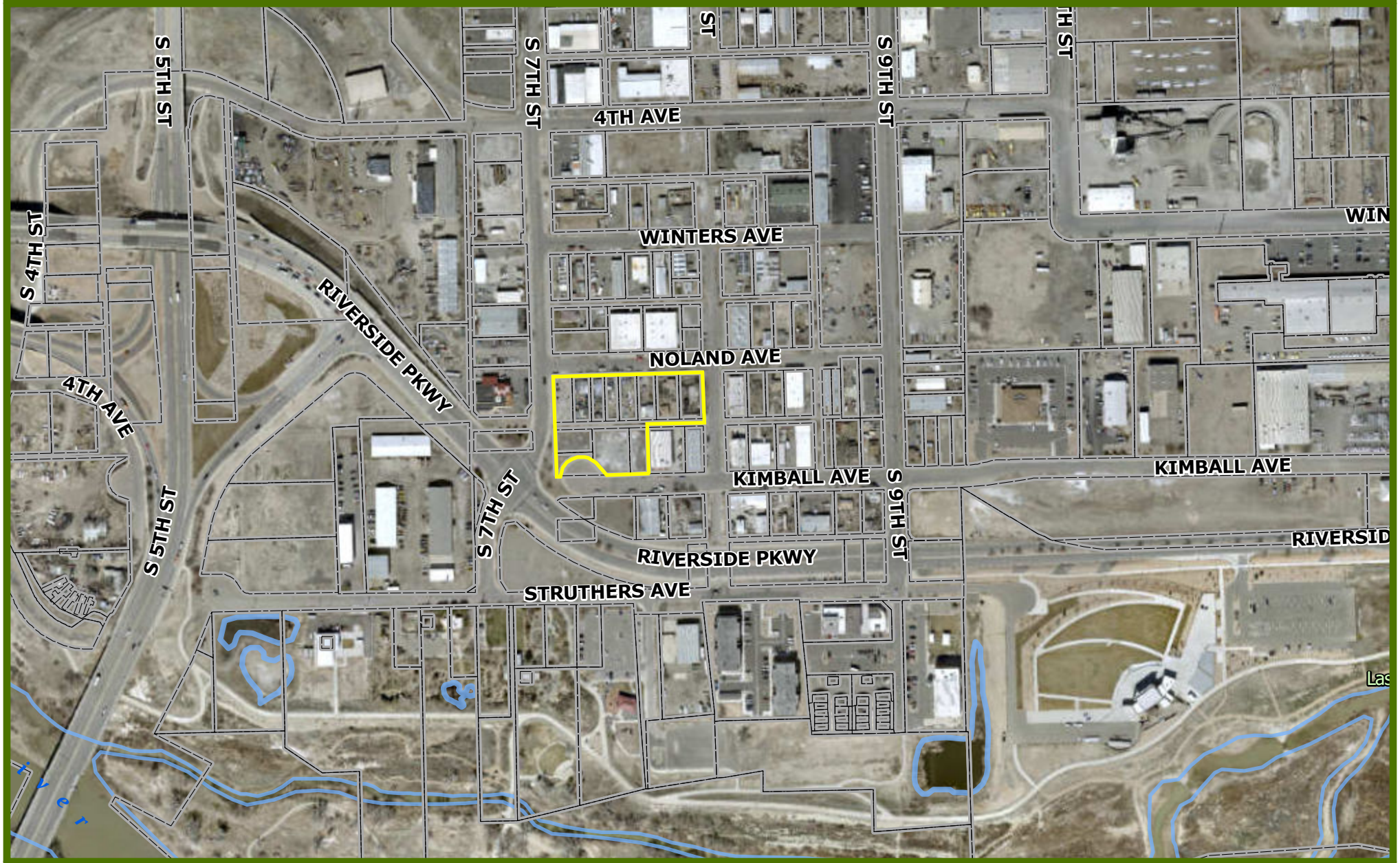
WHITE DEBRA K
660 CLEAR CREEK VALLEY DR
ELLIJAY, GA 30536

WILLIAM L & SHERRI A STONE LIV
TRST DTD APR 19 2019
110 MESA VISTA RD
GRAND JUNCTION, CO 81507

WYNNE DENNY
732 WINTERS AVE
GRAND JUNCTION, CO 81501

WYNSHP ENTERPRISES LLC
946 S 7TH ST
GRAND JUNCTION, CO 81501

Location Map



N

0 0.13 0.25 mi

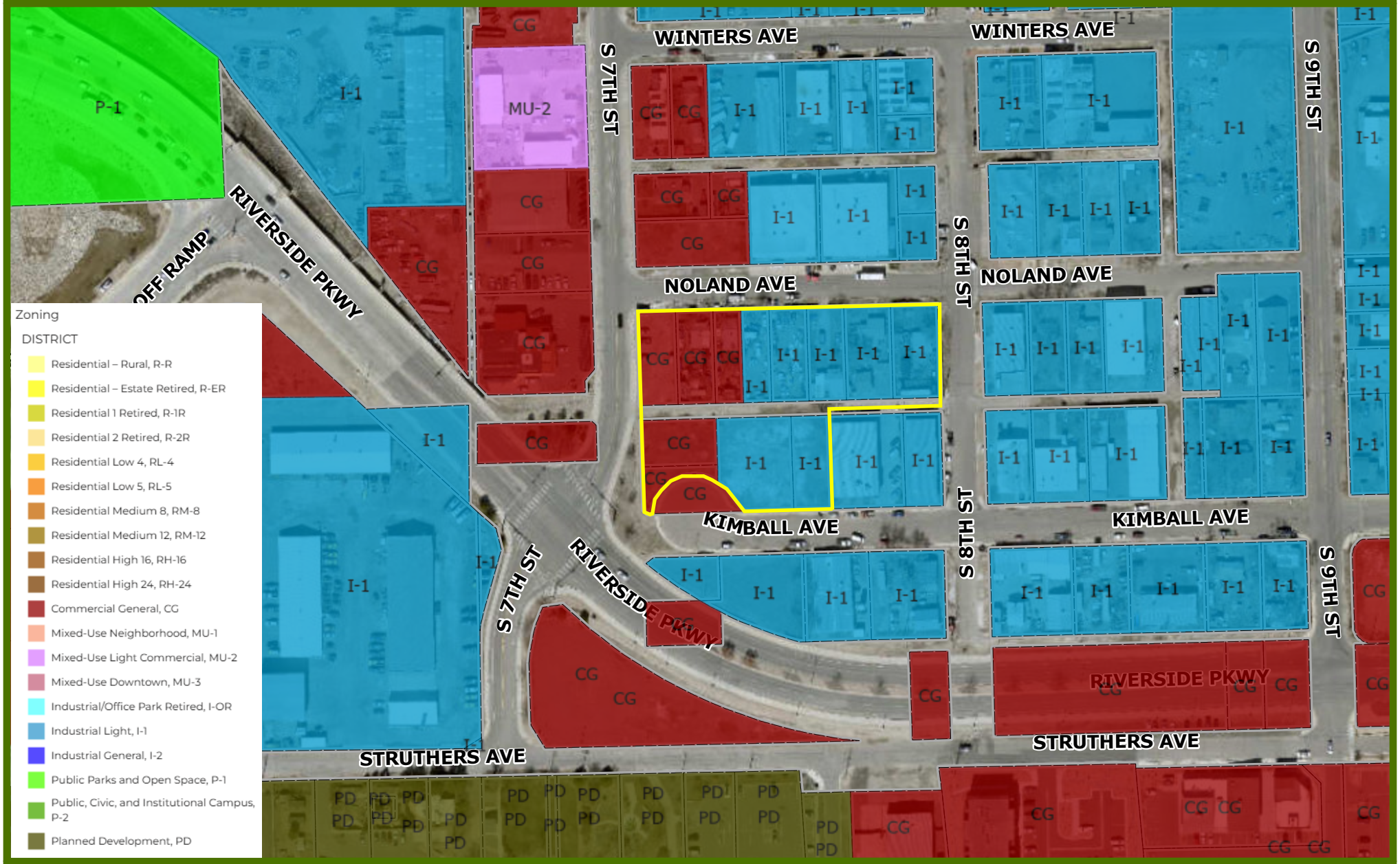
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Scale: 1:4,281

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Zoning Map



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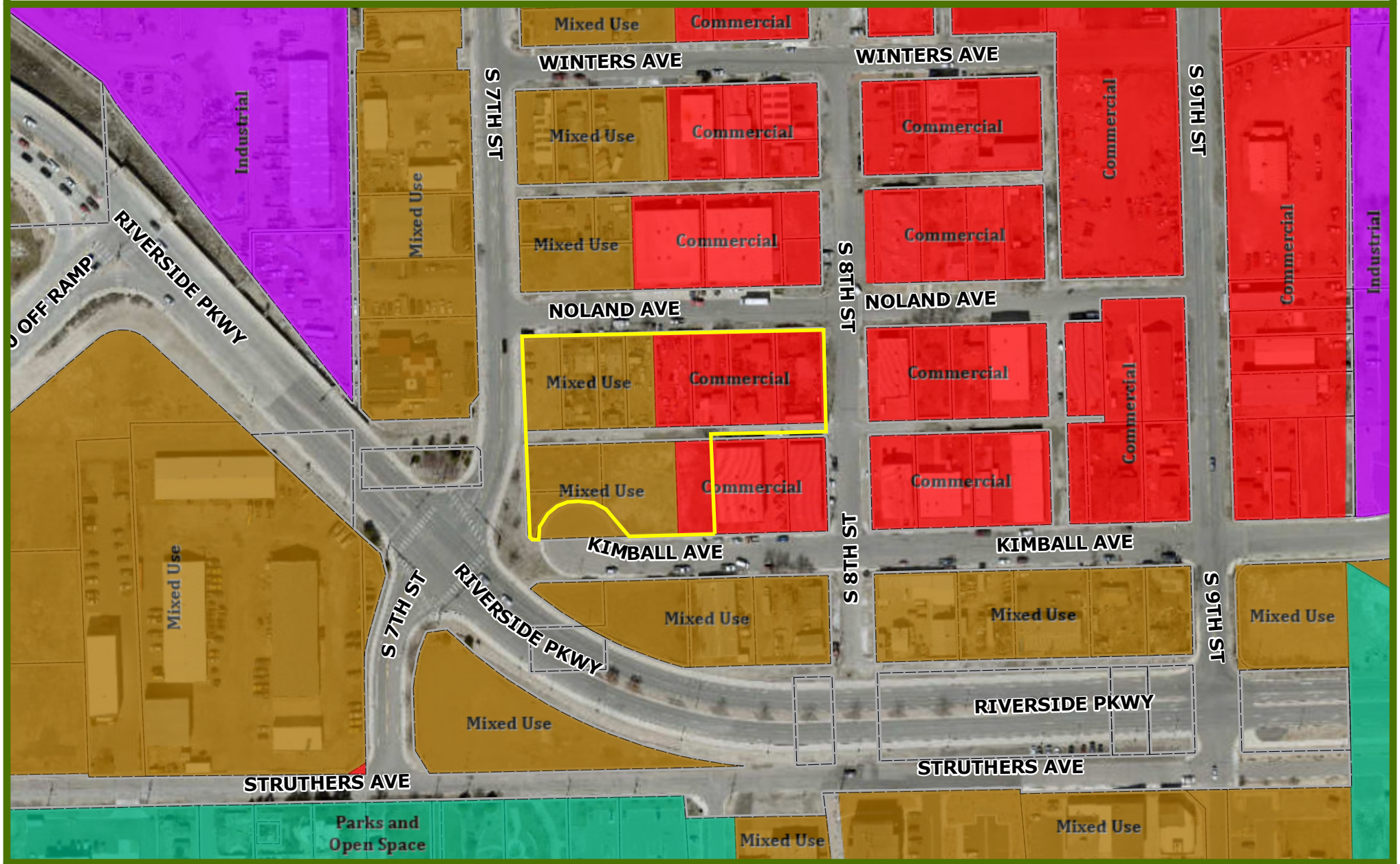
Printed: 12/18/2025

1 inch equals 0 miles

Scale: 1:2,119

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Future Land Use Map



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Printed: 12/18/2025

1 inch equals 0 miles

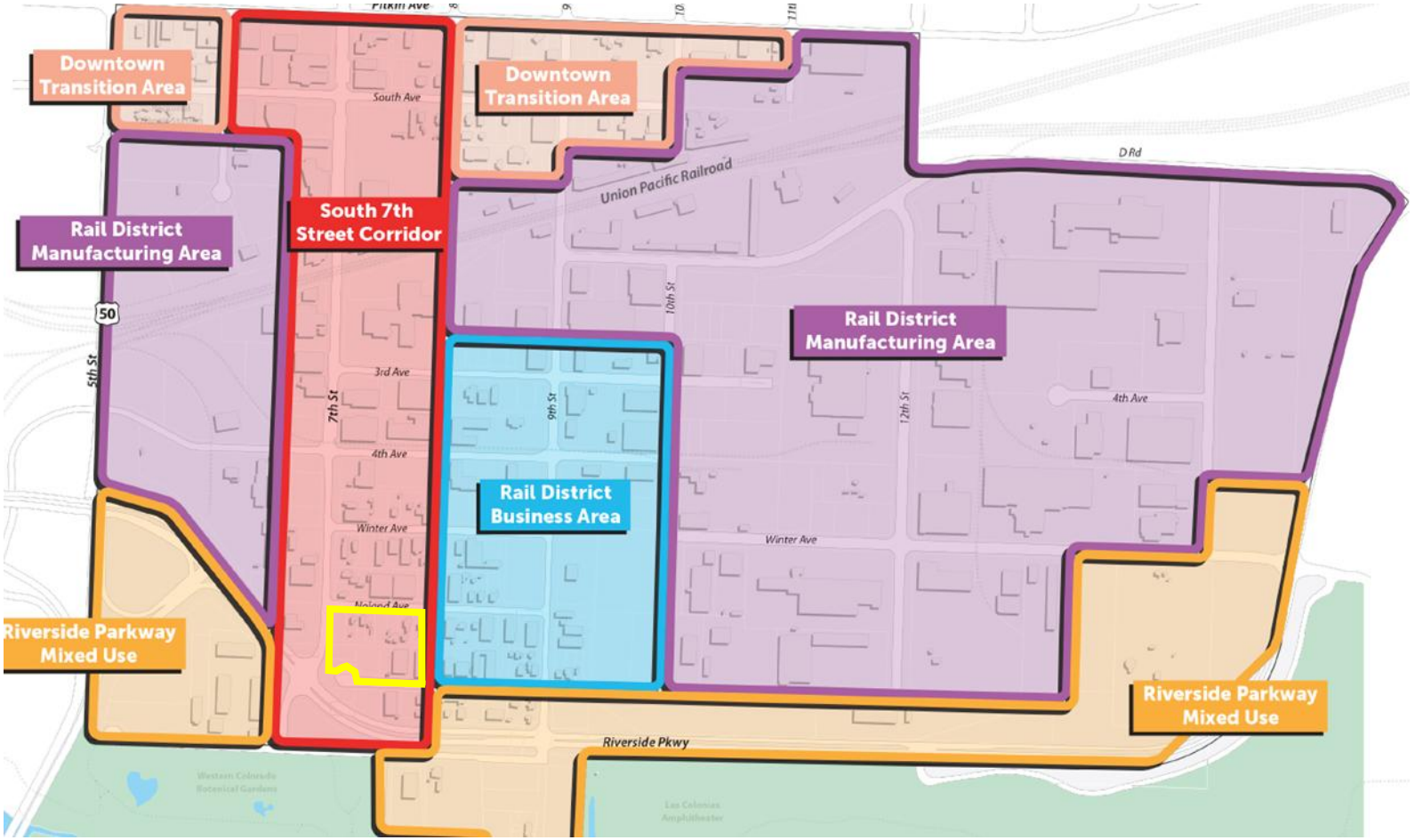
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CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Lower Downtown - Area Specific Policies



South 7th Street Corridor – Character Area



Lower Downtown Functional Improvements

Opportunity Site, Complete Streets, Screening and Buffering



Improvements

Catalyst Site
See page 76 for more information on the catalyst site redevelopment concept.

Opportunity Sites
Sites, if underutilized, would have a significant positive effect on Lower Downtown.

Streetscape and Activation
Landscaping, medians, wide sidewalks, bike lanes, and on-street parking should all be considered.

Priority Complete Streets
Complete streets are right-of-ways designed for safe and comfortable travel for walking, bike, driving, and riding public transportation.

Multiuse Trails
Trails designed for walking, biking and running. Multiuse trails are typically 10 ft wide to accommodate travel in both directions.

Pedestrian Crossing
Pedestrian crossing improvements could include signage, striping, countdown timers, and bump-outs.

Railroad Crossing
Improved railroad crossings include at grade sidewalks, guard gates, and other treatments.

Gateway signage
Signage that welcomes people into a community or district.

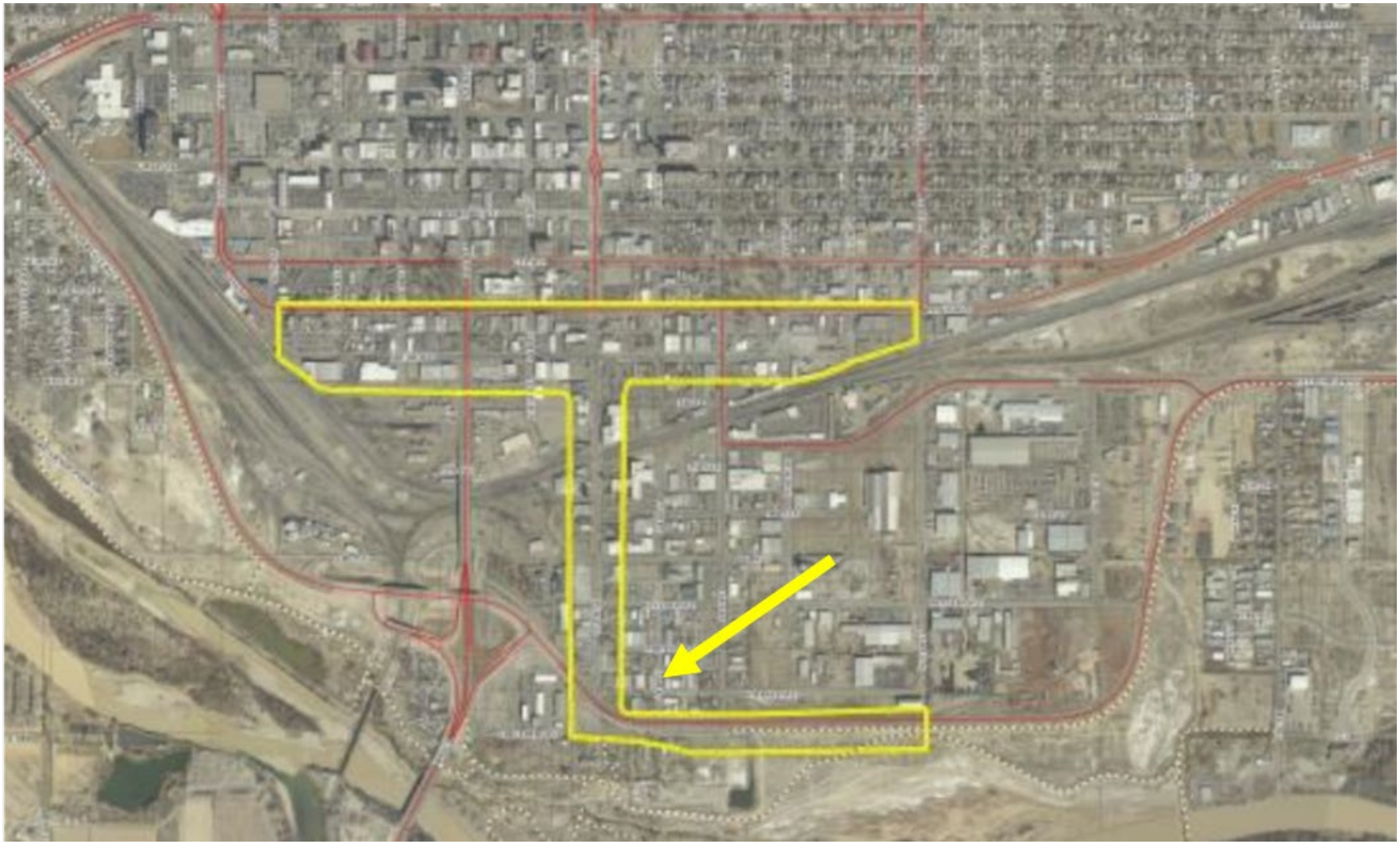
Wayfinding
Signage that provides a travelers directions to nearby points of interest.

Screening and Buffering
Landscaping or decorative fencing used to create a separation between the residential/mixed use area and the adjacent manufacturing uses, outdoor storage, and office/industrial loading areas.

Adaptive Reuse
See page 75 for more information on Adaptive Reuse and site descriptions.

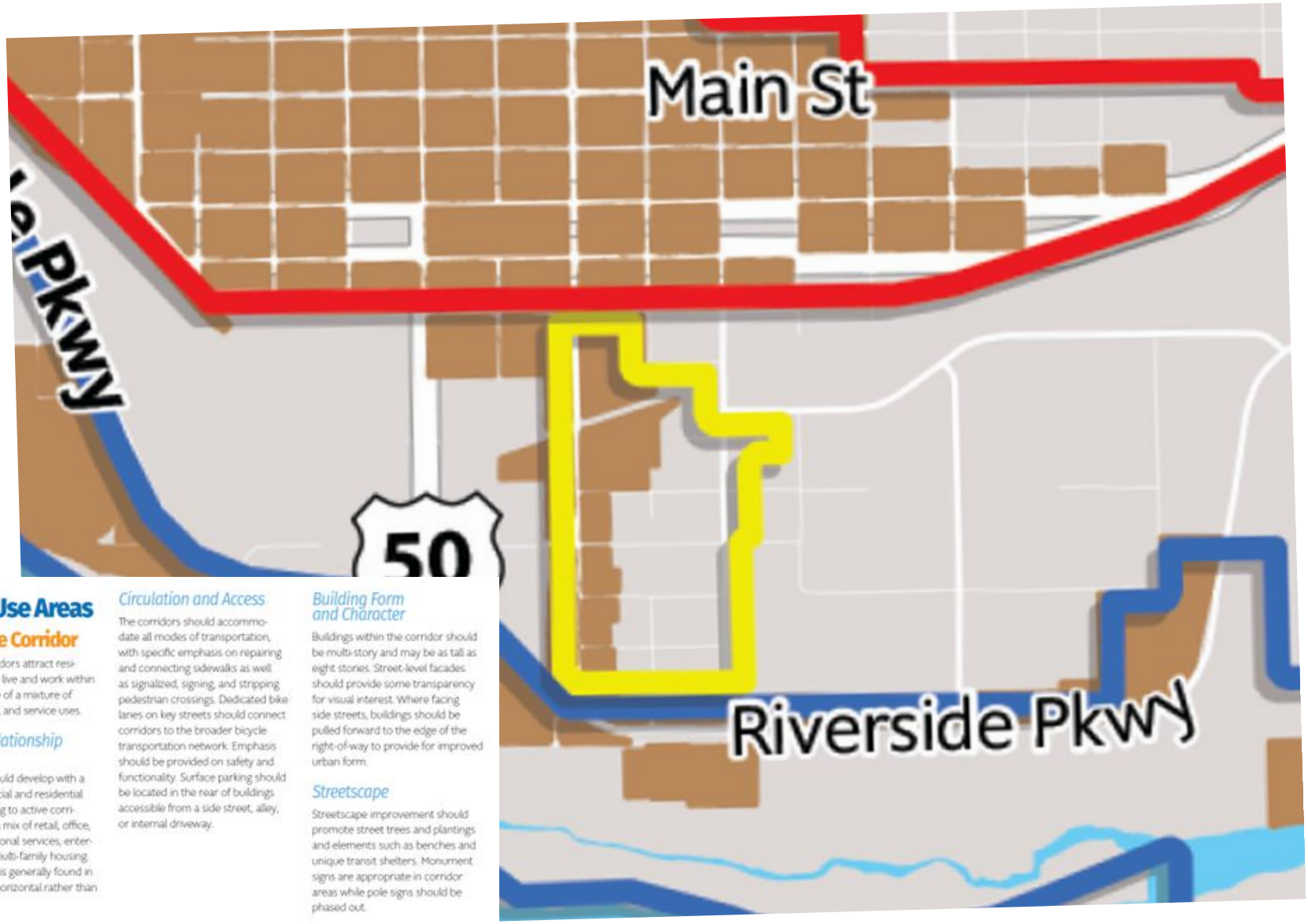
Area Specific Policies

Greater Downtown Commercial Corridor Overlay



Area Specific Policies

Mixed Use Corridor



Mixed Use Areas

Mixed Use Corridor

Mixed Use Corridors attract residents looking to live and work within walking distance of a mixture of office, shopping, and service uses.

Mix and Relationship of Uses

These areas should develop with a mix of commercial and residential uses contributing to active corridors that offer a mix of retail, office, restaurant, personal services, entertainment, and multi-family housing. The mix of uses is generally found in an adjacent or horizontal rather than vertical mix.

Circulation and Access

The corridors should accommodate all modes of transportation, with specific emphasis on repairing and connecting sidewalks as well as signalized, signing, and stripping pedestrian crossings. Dedicated bike lanes on key streets should connect corridors to the broader bicycle transportation network. Emphasis should be provided on safety and functionality. Surface parking should be located in the rear of buildings accessible from a side street, alley, or internal driveway.

Building Form and Character

Buildings within the corridor should be multi-story and may be as tall as eight stories. Street-level facades should provide some transparency for visual interest. Where facing side streets, buildings should be pulled forward to the edge of the right-of-way to provide for improved urban form.

Streetscape

Streetscape improvement should promote street trees and plantings and elements such as benches and unique transit shelters. Monument signs are appropriate in corridor areas while pole signs should be phased out.

GRAND JUNCTION PLANNING COMMISSION
February 10, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, Ian Thomas, Greg Palmer, and Caleb Abeloe.

Also present were James Campbell (Staff Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kathryn Phillips (City Development Engineer), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 48 members of the public in attendance, and 5 virtually.

Chair Weckerly noted that items 5 and 6 were being pulled from this agenda for future consideration at a date uncertain.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 27, 2026.

   Commissioner Quintero moved to approve the Consent Agenda.

   Commissioner Moore seconded; motion passed 7-0.

REGULAR AGENDA

1. **370/374 29 Rd Rezone** **RZN-2025-466**
   Consider a Request by Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver to Rezone Approximately 12.89 Acres From RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road.

   Staff Presentation
   Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

   Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions. She noted that the current request was only for the rezone and there were no plans for future development at this time.

   Questions for Staff

DRAFT

Commissioner Palmer asked staff to address a public comment about the viability of 29 Rd to handle any additional traffic generated by future development.

Commissioner Moore clarified that the parcels were currently separate.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 5:54 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 5:54 p.m. on February 10, 2026.

Discussion
Commissioner Zyvan commented that 29 Rd is an arterial road and should be able to accommodate the additional traffic from future development.

Motion and Vote
Commissioner Zyvan made the following motion "Madam Chairman, on the Rezone request for the property located at 370 and 374 29 Road, City file number RZN-2025-466, 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 Quintero seconded; motion passed 7-0.

2. **Kimball-Noland Rezone** **RZN-2025-551**

Consider a request by Enlightened Real Estate Fund, LLC to rezone approximately 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction. The parcels are addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; along with parcels numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021.

Staff Presentation
Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions.

DRAFT

Questions for Staff
Chair Weckerly asked about the limited access to the parcels on Kimball Ave and if staff thought that would present challenges for future development.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:15 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:15 p.m. on February 10, 2026.

Discussion
Commissioners Moore and Quintero indicated their approval of the rezone.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the rezone 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction City file number RZN-2025-551, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Weckerly noted that her earlier question was only to ensure there could be adequate access at time of development.

Commissioner Palmer seconded; motion passed 6-0. Commissioner Thomas did not indicate favor or opposition.

3. Zoning Code Amendments – Q1 2026 ZCA-2026-26
Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Zyvan asked why 14 feet was the standard width for street frontage landscaping. He asked why the landscaping requirement was being preserved for collector and arterial street classifications.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:31 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:31 p.m. on February 10, 2026.

Discussion
Commissioners Palmer and Zyvan expressed their appreciation for the staff's efforts.

Commissioner Moore and Chair Weckerly expressed interest in a future discussion about reducing the street frontage landscaping requirements along collector and arterial roads.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-26, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report."

Commissioner Zyvan seconded; motion passed 7-0.

4. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

Chair Weckerly stated that she owned property that abutted the subject parcels but did not feel that this would impact her decisions on the request.

Staff Presentation
Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Mike Stubbs provided some context for the request and was available for questions.

DRAFT

Applicant Scott Preisendorf gave a presentation on the request and was available for questions.

Questions for Staff
Commissioner Quintero asked how preserved open space was evaluated for accessibility and usability.

Commissioner Moore asked for clarification on what land was exchanged between the applicants and the City. He asked why the City-owned open space was used for calculating density within the future PD. He asked what would happen if the ODP was not adopted or if it lapsed in the future.

Commissioner Zyvan asked what the total acreage is for the PD.

Commissioner Abeloe asked if the proposed PD was consistent with the previous PD. He asked what the allowed maximum density was under the previous PD.

Commissioner Palmer asked if the number of variances being requested was unusual. He asked if the 40-foot maximum height was standard.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

Chris Mcanany commented on the proposed density, compliance with the Comprehensive Plan, and minimum open space requirements. He urged the Commission to vote “no” on the request.

Carol Bierbowe expressed concerns with increased traffic created by this development and inadequate pedestrian infrastructure [sidewalks] on Rana Rd.

Rick Beauheim expressed concerns with increased traffic on Rana Rd. He suggested that High Desert Rd and Rana Rd should terminate in cul-de-sacs on Lots 1 & 2 respectively. He also suggested limiting the allowed density to RL-4 and disallowing the development to include the City-owned open space in the density calculations.

Bill Larsen speculated that future development would adversely impact drainage on Rana Rd. He also advised looking into future challenges with irrigation.

Jane Huston echoed the previous comments on safety, density, irrigation, and drainage and requested the density be capped at RL-4 without consideration of the City-owned open space.

Lisa Howfield commented that this hearing was not appropriately advertised. She shared her concerns about the increased traffic and the incongruity with the surrounding area.

Ken Delay agreed with the previous comments regarding drainage, inadequate pedestrian and vehicle infrastructure, and increased traffic on Rana Rd.

DRAFT

John Hatch agreed with the previous comments and added that Rana Rd doesn't have shoulders nor sidewalks.

Rick Garcia urged the commission to deny the ODP for Camelback Gardens. He disagreed with the use of the City-owned open space for density calculations. He requested a property value study and a traffic impact study be done prior to any development in Camelback Gardens. He argued that connecting High Desert Rd and Rana Rd would increase traffic and pollution for the surrounding area.

Chris Hines expressed his concerns with the use of the City-owned open space to calculate density. He commented that the topography on these parcels is largely undevelopable and the City gained nothing through the land exchange.

Ralph Wahlers expressed concerns with the 40-foot building height possibility. He commented that dead-end streets have lower crime rates due to their limited access and circulation. He echoed the previous comments on the mismatch of proposed development types and drainage on Rana Rd.

Dee Wernette commented on the bottleneck of traffic at the intersection of Ridges Blvd and Broadway and that it would be exacerbated by connection of Rana Rd. He wondered about the precedent being set for future density of similar areas.

Tyler Urnquist echoed the previous comments on crime statistics, lack of pedestrian infrastructure, increased noise, the City-owned open space being used in density calculations, and erosion on Rana Rd. He added that small parks/open spaces often go unused by the surrounding property owners. He suggested no high-density housing, no multifamily units, and no attached units.

Leanne Mumpy commented on the wildlife and suggested wildlife corridors.

Bill Gulley noted that he likes his yard and outdoor recreation. He agreed with the suggestion of cul-de-sacs. He echoed concerns about stormwater runoff and suggested an engineering firm be hired to evaluate underground detention.

Susan Bierman commented on the limited parking availability on Rockwood Ln. She noted there was no public or guest parking shown in Mr. Preisendorf's presentation.

Brendon Shuey agreed with the previous comments on setbacks, building height, grading, density along property edges, and character of outdoor spaces. He proposed increased setbacks, stronger buffering, or density stepdown.

Dana Nkana commented that he moved to the area because it was quiet and had a low volume of traffic.

DRAFT

The public comment period was closed at 8:25 p.m. on February 10, 2026.

Mike Stubbs stated that many of the issues brought up in the public's comments would be addressed at time of subdivision.

Jamie Beard noted that the amended plat for The Ridges Filing 6 showed a proposed density for the subject parcels as 4 dwelling units per acre and that she was not aware of any amendments to allow 120 units to be constructed as Mr. Stubbs had indicated previously. She elaborated that the 2 lots that are now "Camelback Gardens" were never designated as multifamily or high-density developments on any previous plat.

The Commissioners asked Jamie about the approved density of the previous PD and the use of the City-owned open space to meet the open space requirements for clustering and other deviations from bulk standards.

Commissioner Quintero asked Kathryn Phillips if a Traffic Impact Study (TIS) had been done to evaluate the impact on Rana Rd. He asked what happens if a TIS shows a traffic impact beyond what the existing and proposed infrastructure could accommodate.

Chair Weckerly asked Kathryn Phillips if the City would require the developer to construct a connection between High Desert Rd and Rana Rd. She asked if clustering had an impact on the allowed density.

Commissioner Moore asked about the standards for using open space to calculate density and if using the City-owned open space was unusual.

Commissioner Palmer asked about the differences between the RL-4 and RL-5 zone districts.

Commissioner Abeloe asked if this request would have been approved under the previous PD. He asked what the maximum allowed unit count would be at the RL-4 density when including the City-owned open space.

Commissioner Zyvan asked for clarification on the conditional approval stated in the staff report. He also asked for clarification on what City Council had already approved for this ODP.

Commissioner Thomas asked about sidewalk requirements.

The public hearing was closed at 8:59 p.m. on February 10, 2026.

Discussion

There were comments from the Commission regarding infill development, concerns over traffic accidents, the TEDS exception for sidewalks, interconnectivity and pedestrian infrastructure, City Council approving the use of City-owned open space, building heights, and the specific design and density outlined in the ODP.

DRAFT

Commissioner Moore clarified for the record that the public comments and staff recommendations would be re-reviewed before this item was brought to City Council.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Planned Development (PD) Outline Development Plan (ODP) for the proposed Camelback Gardens development that will rezone a property from PD to PD and establish an overall PD ODP for the entire property for the property located at 381 and 409 High Desert Road, City file number PLD-2023-121, I move that the Planning Commission forward a recommendation of approval to City Council with the Findings of Fact and imposition of an expiration date on the ODP of December 31, 2043, as listed in the staff report."
Commissioner Abeloe seconded; motion passed 6-1.

5. Zoning Code Amendment – Significant Trees ZCA-2026-51
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Significant Trees.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

6. Zoning Code Amendment – Certified Irrigation Designers ZCA-2026-50
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Certified Irrigation Designer.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.
The vote to adjourn was 7-0.

The meeting adjourned at 9:25 p.m.

DRAFT

ORDINANCE NO.

AN ORDINANCE REZONING APPROXIMATELY 1.75 ACRES FROM CG (COMMERCIAL GENERAL) AND I-1 (INDUSTRAIL LIGHT) TO THE MU-2 (MIXED USE LIGHT COMMERCIAL) ZONE DISTRICT LYING WITHIN THE GREATER DOWNTOWN COMMERCIAL OVERLAY AND INDUSTRIAL LIGHT (I-1) PARCELS TO MIXED-USE LIGHT COMMERCIAL (MU-2) INCLUDING LOTS 1 - 16, AND LOTS 23 – 32 ALL WITHIN BLOCK 10 OF THE AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION LESS THOSE PORTIONS CONVEYED TO THE CITY OF GRAND JUNCTION. THE PARCELS ARE ADDRESSED AS 711, 717, 721, 739, 741, AND 761 NOLAND AVENUE; 706 KIMBALL AVENUE; 1122 S. 7TH STREET; ALONG WITH PARCELS NUMBERED 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, AND 2945-231-16-021

Recitals:

The property owners, Enlightened Real Estate Fund, LLC propose a rezone from CG (Commercial General) and I-1 (Industrial Light) to the MU-2 (Mixed Use Light Commercial) Zone District, located at 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; and Parcels 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended approval of changing the zoning from CG (Commercial General) and I-1 (Industrial Light) to the MU-2 (Mixed Use Light Commercial) for the properties, finding that it is consistent with the One Grand Junction Land Use Map ("Plan") designations of Mixed Use and Commercial and the Plan's goals and policies and is generally compatible with the land uses located in the surrounding area.

After public notice and public hearing, The Grand Junction City Council finds that rezoning from CG (Commercial General) and I-1 (Industrial Light) to the MU-2 (Mixed Use Light Commercial) for the properties is consistent with the vision, intent, goals and policies of the Plan. The City Council further finds that the request for rezone to the MU-2 (Mixed Use Light Commercial) zone district meets the stated criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning and Development Code.

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

The Recitals are incorporated herein and in consideration of the same the following properties are hereby duly and lawfully zoned to MU-2 (Mixed Use Light Commercial) on the zoning map.

The Tax Parcel Number for 1122 South 7th Street is 2945-231-16-023, 0.14 Acres +/- and is described as follows:
The North 62.5 feet of Lots 28 to 32, inclusive in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, County of Mesa, State of Colorado

The Tax Parcel Number for 706 Kimball Avenue is 2945-231-16-030, 0.058 Acres +/- and is described as follows:
The South 62.5 feet of Lots 29 to 32, inclusive in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, EXCEPT that portion conveyed to the City of Grand Junction for roadway and utilities right of way purposes in Deed recorded September 13, 1991 at Reception No. 1580837 and EXCEPT that portion conveyed to the City of Grand Junction in Deed recorded July 12, 2006 at Reception No. 2327219, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Kimball Avenue) is 2945-231-16-031, 0.27 Acres +/- and is described as follows:
Lots 25 to 28, inclusive in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Kimball Avenue) is 2945-231-16-021, 0.14 Acres +/- and is described as follows: Lots 23 and 24 in Block 10 of BENTON CANON'S FIRST SUBDIVISION, as amended, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Noland Avenue) is 2945-231-16-004, 0.14 Acres +/- and is described as follows:
Lots 1 and 2 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 711 Noland Avenue is 2945-231-16-005, .014 Acres +/- and is described as follows:
Lots 3 and 4 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 717 Noland Avenue is 2945-231-16-006, 0.107 Acres +/- and is described as follows:
Lots 5 and West One-half of Lot 6 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 721 Noland Avenue is 2945-231-16-007, 0.107 +/- and is described as follows:
The East One-half of Lot 6 and Lot 7 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for No Address (Noland Avenue) is 2945-231-16-008,0.143 Acres +/- and is described as follows:
Lots 8 and 9 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 739 Noland Avenue is 2945-231-16-009, 0.143 Acres +/- and is described as follows:
Lots 10 and 11 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 741 Noland Avenue is 2945-231-16-010, 0.180 Acres +/- and is described as follows:
Lots 12 and 13 and West one-half of Lot 14 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

The Tax Parcel Number for 761 Noland Avenue is 2945-231-16-011, 0.180 Acres +/- and is described as follows:
East one-half of Lot 14 and Lots 15 and 16 in Block 10 of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, County of Mesa, State of Colorado

Containing approximately 1.75 Acres

INTRODUCED on first reading this 4th day of March 2026 and ordered published in pamphlet form.

ADOPTED on second reading 18th day of March 2026 and ordered published in pamphlet form.

_____
Cody Kennedy
President of the Council

ATTEST:

_____
Selestina Sandoval
City Clerk

Grand Junction Planning Commission

Regular Session

Item #2.b.ii.

Meeting Date: March 4, 2026

Presented By: Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Thomas Lloyd, Planning Manager

Information

SUBJECT:

Introduction of an Ordinance to Rezone Approximately 12.89 Acres from RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road and Setting a Public Hearing for March 18, 2026

RECOMMENDATION:

The Planning Commission heard this request at their February 13, 2026 meeting and voted (7-0) to recommend approval.

EXECUTIVE SUMMARY:

Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver (Applicants) are requesting a rezone of approximately 12.89 acres from RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12) to support the future development of medium-density residential housing. The subject properties are within the Tier 1 Urban Growth Area and are designated as Residential Medium in the Comprehensive Plan. The proposed zone is consistent with Residential Medium land use designation.

BACKGROUND OR DETAILED INFORMATION:

The applicants, Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver are requesting a rezone of approximately 12.89 acres from Residential Medium – 8 (RM 8) to Residential Medium – 12 (RM 12). The subject properties are located on the east side of 29 Road, roughly 1/4 mile south of the 29 Road and Riverside Parkway intersection. The intent of the rezone is to facilitate the development of medium-density residential housing.

The properties are located within the Residential Medium land-use designation. The requested RM-12 zone district is an implementing zone district for this designation as identified in the One Grand Junction Comprehensive Plan.

The property is within Tier 1 of the Growth Plan, which prioritizes infill development and the efficient use of existing public infrastructure. The request supports the City's strategic goals of expanding housing choice, promoting walkable urban neighborhoods, and reducing development pressure on fringe and rural areas. The proposed rezone is also consistent with surrounding development patterns and will serve as an appropriate transition between lower-density neighborhoods and more intense commercial and residential uses located nearby.

The properties surrounding the subject site are zoned Residential Rural (R-R) to the north, Residential Medium 8 (RM-8) to the south, and Mixed Use Light Commercial (MU-2) northwest of the site, west of 29 Road. County land is located to the west of 29 Road, adjacent to the subject property, and also directly abuts the subject property on the north.

In addition to the RM-12 zone requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium:

1. RM-8 (Residential Medium 8)
2. PD (Planned Development)
3. P-1 (Public Parks, and Open Space)
4. P-2 (Public, Civic, and Institutional Campus)

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on July 15, 2025, at 5:30 pm, in accordance with Section 21.02.030(c) of the Zoning and Development Code. City staff was present with the applicants and their consultants, along with 1 attendee. Information was presented regarding the request, the timeline of the request, opportunities for public comment, and public notifications of the rezone request.

An official development application was submitted to the City of Grand Junction for review on July 29, 2025.

Notice was consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with a public hearing notice sign on August 5, 2025. 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 30, 2026. The notice of this public hearing was published January 31, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezone has the burden of

producing evidence that proves each of the criteria outlined in this section. The applicants' responses to these criteria are included in their General Project Report. Staff's analysis of the criteria is provided below.

(A) Consistency. *The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.*
The request to rezone approximately 12.89 acres at 370 and 374 29 Road from RM-8 to RM-12 is consistent with the adopted One Grand Junction Comprehensive Plan and supports the Plan's long-range vision for a more sustainable, accessible, and connected community. The subject property is located within the Residential Medium land use designation, which is intended to be implemented through zone districts of RM-8 and RM-12. The proposed RM-12 zone district is therefore not only permitted under this designation but is especially appropriate given the Comprehensive Plan's call to encourage housing diversity in well-served urban areas.

The Comprehensive Plan promotes a development pattern that makes the most of existing infrastructure. The subject site is within Tier 1 of the Intensification and Tiered Growth Plan, which designates the highest-priority areas for development based on available infrastructure and proximity to community assets. Utilities including domestic water, sanitary sewer, storm sewer, fire protection, and transportation infrastructure are already in place, making the property immediately viable for development. Increasing density to RM-12 in this location efficiently leverages this existing capacity, aligning with Responsible and Managed Growth principles by minimizing service extension costs and concentrating development where it is most sustainable.

The Comprehensive Plan also emphasizes the need to offer a variety of housing types throughout the city to serve people at different life stages and income levels. The area surrounding 370 and 374 29 Road is predominantly made up of detached single-unit homes. By introducing a higher density zone district which allows up to 12 units per acre vs 8, the proposed RM-12 zone would support residential development that is better situated to respond to local demand. This is consistent with Plan Principle 5: Strong Neighborhoods and Housing Choices, which includes policies promoting the efficient use of land and expanding housing availability within all areas of the community.

Aa mentioned, the property is ideally located to take advantage of existing pedestrian and bicycle infrastructure along 29 Road. This reflects the mobility and connectivity goals of the Comprehensive Plan and supports the City's broader strategies for multimodal access.

The proposed rezone is fully consistent with both the letter and the long-term intent of the One Grand Junction Comprehensive Plan.

Staff finds that this criterion has been met.

(B) Development Patterns*. The proposed zoning will result in logical and orderly*

development pattern(s).
The concept of "orderly development" refers to a progression of density and building forms that are aligned with existing infrastructure, the established road network, and compatible land uses.

Neighborhoods characterized by orderly development often feature a transitional zoning gradient:

- Lower-density zones (e.g., R-R Residential Rural or RL-4 Residential Low) on fringes.
- Medium-density zones (RM-8/RM-12) in more central areas
- Higher-density zones or mixed-use near transit corridors or commercial nodes.

The requested rezone from Residential Medium 8 (RM-8) to Residential Medium 12 (RM-12) represents this orderly development pattern based on the property's location and surrounding land uses. The site is adjacent to an established Mixed Use (MU) zoned area that is a designated Neighborhood Center at the intersection of 29 Road and Riverside Parkway. That commercial node supports higher-intensity residential and commercial activity. Increasing the density on the subject properties provides an appropriate transition between that higher-intensity commercial environment and the Residential Rural (R-R) neighborhood situated immediately behind the site. This stepping down of intensity is a fundamental planning practice that helps ensure compatibility between differing land uses while creating a coherent and predictable development pattern.

The property's position along the 29 Road corridor further supports the appropriateness of a moderate density increase. Major corridors with multimodal facilities are designed to accommodate higher levels of activity that offer stronger transportation capacity and greater connectivity. Directing additional residential density to this location, where such facilities are already in place, helps reduce development pressure on interior neighborhood streets and aligns growth with areas that are best equipped to support it. This approach also advances broader community goals for compact, efficient land use within already-served areas.

Staff finds that this criterion has been met.

(C) Benefits. *The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.*

Rezoning the subject property from RM-8 to RM-12 will produce meaningful benefits to both the immediate neighborhood and the wider Grand Junction community. Most notably, the rezone enables a measurable but balanced increase in residential capacity on an underutilized parcel located within a Tier 1 priority growth area. While RM-8 allows between 71 and 103 residential units on this combined 12.89-acre location, the proposed RM-12 zone would allow between 104 and 155 units, depending on final

design and site layout. This increase in housing offers a substantial opportunity to respond to local housing demand using land already served by infrastructure.

The benefits are particularly important in the context of the broader housing landscape. According to the 2021 Grand Valley Housing Needs Assessment, the Grand Junction area continues to face a shortfall of housing, particularly in the “missing middle” typologies such as townhomes and small-scale multiplexes. The City’s 2021 Housing Strategy reinforces this finding and calls for a more proactive approach to zoning and land use changes that increase attainable housing options. Within southeast Grand Junction, and specifically the southern portion of the 29 Road corridor area, there remains a scarcity of RM-12 zoned land. Much of the area is characterized by RL-4 or PD zoning that limits density or locks in older development patterns.

The property’s location further amplifies its value to the community. It is situated along a major corridor equipped with multimodal access as an ATC, both allowing for shorter, more direct trips, whether by car, bicycle, or on foot. This kind of proximity can ease household travel demands, improve overall convenience, and reduce strain on the transportation system over time. In particular, it offers practical travel options for those who may not drive, such as older adults, school-aged children, or individuals with mobility limitations. The ability to safely and conveniently access transportation options for travel to destinations like parks, schools, or essential services enhances independence and quality of life for these groups. For households with multiple drivers, the location may reduce the need for an additional vehicle, helping to lower transportation costs, a significant and growing component of overall household expenses.

In total, the rezone will facilitate a meaningful increase in housing capacity, it offers convenient access to transportation options, and reinforces community investment in infrastructure, ensuring that public services are used to their full potential. These cumulative benefits clearly demonstrate the value of the proposed zone change.

Thus, staff finds that this criterion has been met.

FINDING OF FACT AND RECOMMENDATION
After reviewing the 370, 374 29 Road rezone request, for a rezone a total of 12.89 acres from Residential Medium 8 (RM-8) to Residential Medium 12 (RM-12), the following finding of fact have been made:

1. The request has provided evidence that meets the criteria found in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code.

Therefore, the Planning Commission recommended approval.

SUGGESTED MOTION:

I move to introduce an Ordinance to Rezone Approximately Approximately 12.89 Acres from RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road and Setting a Public Hearing for March 18, 2026

Attachments

1. 1. Exhibit 1 - Development Application
2. 2. Exhibit 2 - Legal Description 370 and 374 29 Rd 01 07 26
3. 3. Exhibit 3- Neighorhood Meeting Documents
4. 4. Exhibit 4 - Maps
5. Planning Commission Minutes - 2026 - Feb 10 - DRAFT
6. 5. Exhibit 5 - DRAFT Ordinance 370,374 29 Road RZN

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	Existing Zoning	RM-8
Proposed Land Use Designation	(a rezone from RM-8) to RM-12 (Residential Medium) 12du/acre (both lots) 12.87 acres combined	Proposed Zoning	RM-12

Property Information

Site Location:	370 & 374 29 Rd. Grand Junction, CO 81507	Site Acreage:	6.44 +/- & 6.439 +/-
Site Tax No(s):	2943-202-00-050 & 2943-202-00-051	Site Zoning:	RM-8 & RM-8
Project Description:	~~Applicant is interested in securing entitlements for (a rezone from RM-8) to RM-12 (Residential Medium)~~ 12du/acre (both lots) 12.87 acres combined		

Property Owner Information		Applicant Information		Representative Information	
Name:	BALERIO DON L SR & GALLEGOS PAULINE M	Name:	Weaver Merle W	Name:	Kim Kerk Land Consulting & Development
Street Address:	370 29 Rd	Street Address:	374 29 Rd.	Street Address:	342 North Ave
City/State/Zip:	Grand Junction, CO 81507	City/State/Zip:	Grand Junction, CO 81507	City/State/Zip:	Grand Junction, CO 81507
Business Phone #:	(970) 270-5489	Business Phone #:	970 234-3088	Business Phone #:	970-640-6913
E-Mail:	d.balerio@yahoo.com	E-Mail:	cmcweaver@gmail.com	E-Mail:	Kimk355@outlook.com
Fax #:		Fax #:		Fax #:	
Contact Person:	Don Balerio	Contact Person:	Don Balerio	Contact Person:	Kim Kerk
Contact Phone #:	(970) 270-5489	Contact Phone #:	(970) 270-5489	Contact Phone #:	970-640-6913

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: Kim Kerk — Date: 6/3/2025

Signature of Legal Property Owner *: Merle W Weaver — Date: 6/15/2025

*see attached page for additional legal property owner signatures

Signature of Legal Property owner

06.15.2025

Don Balerio

Signature of Legal Property owner

06.15.2025

Pauline Gallegos

Rezone Request Application
370 and 374 29 Road
Grand Junction, CO 81504
Revised October 17, 2025

General Project Report
Rezone Request for 370 and 374 29 Road

Date	October 17, 2025 *Revision*
Prepared by	Kim Kerk, Project Manager Kim Kerk Land Consulting & Development
Submitted to	City of Grand Junction - Community Development 250 N. 5th Street Grand Junction, CO 81501
Planner	Jenna Gorney, SR Planner
Project	370 and 374 29 Road – Rezone Request

Site Location



374 29 Road		370 29 Road	
Parcel Number:	2943-202-00-051	**Parcel Number:**	2943-202-00-050
Location:	374 29 Road	**Location:**	370 29 Road
Mailing Zip:	81507-4705	**Mailing Zip:**	81507
Location Zip:	81504	**Location Zip:**	81504
Owner:	Weaver, Merle W	**Owner:**	Gallegos, Pauline M
Year Built:	1989	**Joint Owner:**	Balerio, Don L Sr
Zoning:	RM-8	**Zoning:**	RM-8
Acres:	6.43911586	**Acres:**	6.44086443
City Limits Status:	Inside City Limits	**City Limits Status:**	Inside City Limits

Project Description & Introduction

Kim Kerk Land Consulting & Development is the representative for the property owners, Merle Weaver (374 29 Road) and Pauline Gallegos & Don Balerio (370 29 Road). This rezone request is being submitted on their behalf.

The clients are requesting a rezone of their parcels to Residential Medium 12 (RM-12) zoning. This will allow for future in-fill development more in alignment with the City's 2020 One Grand Junction Comprehensive Plan. At present, the clients are requesting a rezone to better accommodate future development ideas and options.

This rezone will accommodate the future land use which identifies this area with a higher density of residential units in close proximity to existing and planned commercial use areas.

A Project Description

Location

These parcels are located on the east side of 29 Road, south of the intersection with D Road, at the alignment of Florida Street, on the west side of 29 Road. Both parcels are within the city limits of Grand Junction.

The Tax Parcel Number for 374 29 Road is 2943-202-00-051, and is described as follows:

THE NORTH 220 FEET OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEP TEMBER 14, 2005 IN BOOK 3992 AT PAGE 172,MESA COUNTY, COLORADO.

The Tax Parcel Number for 370 29 Road is 2943-202-00-050, and is described as follows:

BEGINNING AT A POINT 220 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.08 FEET, THENCE SOUTH 0'05' WEST 220 FEET, THENCE SOUTH 89'56' WEST 1318.21 FEET, NORTH 0'07' EAST 220 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD RIGHT OF WAY, MESA COUNTY, COLORADO.

These parcels are currently used as residential/agricultural operations.

1 Acreage

Total acreage for the 374 29 Road parcel is 6.4391 +/-.

Total acreage for the 370 29 Road parcel is 6.4408 +/-.

2 Proposed Use

Both parcels are currently zoned RM-8. The requested rezone to RM-12 will better accommodate *future development options* for these properties, including the possibility of higher density multi-family residential units.

B Public Benefit

Current zoning for both of the subject parcels is RM-8. The requested rezone to RM-12 will better accommodate future development options and use for these properties, such as higher density multi-family residential units. *The owners don't have immediate plans but in looking ahead want establish the density.* The RM-12 zone, defined below, will encourage diverse and interspersed housing options that can create an environment where people of all ages, incomes, and backgrounds interact frequently, contributing to safety, and a feeling of community.

The intent of the RM-12 (Residential Medium 12):

To provide for medium density development allowing several types of residential units within specified densities. RM-12 is appropriate for the creation of a neighborhood with a mix of housing types and may serve as a transitional district between Residential Low zone districts and higher density residential or mixed-use development. RM-12 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

Additionally, the proposed rezone will accommodate pursuit of planned higher density residential in-fill development. With approval of the rezone, the resulting new development will also be in close proximity to existing commercial services.

C Neighborhood Comment Meeting was held on 7/15/2025

Neighborhood Meeting Notes for 370 & 374 29 Rd. are included with the rezone application packet. In addition, a phone call was received from a neighbor after the meeting was held who feels that developing the neighborhood will create a safer area that is more populated and well lit. She stated that at times there are people wandering through her property from the river trail and her thought is development would discourage the trespassers.

D Project Compliance, Compatibility, and Impact

1 Adopted plans and/or policies

The RM-12 zoning designation is well-suited for the development of a neighborhood featuring a diverse mix of housing types. It serves effectively as a transitional district between Residential Low zone areas and higher-density residential or mixed-use developments.

The subject properties are located within a corridor that has experienced consistent and steady growth over the past few years. The evolution of the 29 Road Corridor has introduced a variety of desirable amenities, including restaurants, convenience stores, and gas stations—alongside existing residential uses. The approval of the RM-12 zone district in this area supports a logical and

cohesive transition within the neighborhood, enhancing its character by introducing a variety of residential options that complement the established surrounding community.

2 Land Use in the Surrounding Area

North – Agricultural use (Mesa County/RSF-R) & gravel extraction (City of GJ/R-R)

East – Agricultural use (R-R)

South – Single-family residential units (RM-8)

West – 29 Road with single-family residential units beyond (Mesa County/RSF-R)

3 Site access and traffic patterns

Site access will remain as existing, off of 29 Road.

4 Availability of utilities, including proximity of fire hydrants

The utility providers for these parcels include:

Water	–	Ute Water Conservancy Department
Sewer	–	City of Grand Junction
Electric	–	Grand Valley Power
Drainage	–	Grand Valley Drainage District
Irrigation	–	Gand Valley Irrigation Company
Fire Protection	–	Gand Junction Fire Department
Law Enforcement	–	City of Grand Junction Police

The existing utility infrastructure is adequately sized for this Project.

The nearest existing fire hydrant is located within 75 feet of the 374 29 Road property, located within the 29 Road west road right-of-way. Should additional fire hydrants be required, as a result of reviews of future development plans, installation will be performed in accordance with the Ute Water District and City of Grand Junction Fire Department.

5 Special or unusual demands on utilities

None identified

6 Effects on public facilities

There are no special or unusual demands on utilities or on public facilities with this Project.

7, 8,9 Hours of operation & Number of employees, & signage plans Not applicable

10 Site soils and geology
The US Department of Agriculture Soil Conservation Service has identified the primary soil types for these two parcels as *Massadona Silty Clay Loam* and *Green River Silty Clay Loam*.

11 Impact of project on site geology and geological hazards
No man-made or natural geologic hazards are known to exist on the subject property.

E Project Compliance, Compatibility, and Impact

Review Criteria. 21.02.050(m)(3)(ii)

The criteria for review is provided in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency

The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan. The City's 2020 Comprehensive Plan, Future Land Use Map identifies these parcels as the Residential Medium zone district. The proposed rezone to RM-12 implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

This rezone is supported by this plan principle because the Comprehensive Plan places a priority on growth in areas identified for infill and redevelopment to effectively manage growth. This principle supports fiscally responsible policies that promote a compact pattern of growth to encourage an efficient use of land. Development is directed to areas where infrastructure is already present, and the City can meet and maintain its level of service targets.

Goals

1: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth, maintain or improve levels of service, and encourage the efficient use of land.

2. Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Diverse and interspersed housing options have created an environment where people of all ages, incomes, and backgrounds interact frequently, contributing to local culture, safety, and a feeling of community.

Goal 1: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and income.

(B) Development Patterns

The proposed zoning will result in logical and orderly development pattern(s).
Public and community facilities are adequate to serve the type of in-fill and development being considered. All services and facilities currently exist to serve the properties.

(C) Benefits.
The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.
The requested rezone of this property will allow for orderly future infill development consistent with the surrounding neighborhood. Access to schools, shopping, public transportation, recreation and medical facilities are readily available.

A rezone to RM-12, Residential Medium 12, is a continuation of the existing uses appropriate to the neighborhood and further allows the introduction of development that will utilize existing resources and infrastructure for suburban infill development. Higher density opportunities are needed within the proposed zoning ranges to increase housing affordability and choices.

Conclusion

The applicant respectfully requests a Rezone approval from the City of Grand Junction Community Development Department from RM-8 to RM-12. This request conforms overall to the City's 2020 Comprehensive Plan Future Land Use Map, plan principles and goals.

Legal Description-370 29 Rd. Grand Junction, CO 81507: (2214195 and 2266998)

Beginning at a point 220 feet South 0°07' West from the Northwest corner of the SW 1/4 NW 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, thence North 89°56' East 1318.08 feet, thence South 0'05' West 220 feet, thence South 89'56' West 1318.21 feet, North 0'07' East 220 feet to the point of beginning,
EXCEPT the West 30 feet thereof for road right of way;
and EXCEPTING that portion thereof conveyed to Mesa County by instrument recorded August 1, 2005 at Reception No. 2266998.
Mesa County, Colorado.

Parcel G-7
A portion of a parcel of land described in Book 3740 at Page 85, Mesa County Clerk and Recorder's Office lying in the Southwest Quarter of the Northwest Quarter of Section 20, Township I South, Range I East of the Ute Principal Meridian, being more particularly described as follows:
COMMENCING at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 19, Township I South, Range I East of the Ute Principal Meridian, (a #6 rebar with 2 1/2" Aluminum cap stamped Q.E.D. Surveying NI/16 SI9 S20 TIS RIE, LS 16413), whence the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 19, (a BLM Aluminum cap) bears N89°32'33"W a distance of 1319.74 feet;
TIIENCE S10°55'37"E a distance of223.97 feet to the POINT OF BEGINNING;
THENCE S00°00'00"W along the westerly line of the Mesa County Ditch Company parcel described in Book 12 at Page 420, Mesa County Clerk and Recorder's Office a distance of220.00 feet;
THENCE S89°52'38"W along the southerly line of said parcel of land described in Book 3740 at Page 85 a distance of 13.26 feet;
TIIENCE N00°06'16"E along the easterly right-of-way of 29 Road a distance of 220.00 feet;
THENCE N89°52'38"E along the northerly line of said parcel of land described in Book 3740 at Page 85 a distance of 12.86 feet to the POINT OF BEGINNING.
Containing 2872 square feet (0.066 Acres), more or less.
Basis of Bearing: N89°58'01 "E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES TI S RI W SI 6/S 15/S2 I/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township I South, Range I West Ute P.M.

Legal Description-374 29 Rd. Grand Junction, CO 81507: (2529102)

TRACT I:
THE NORTH 220 FEET OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3992 AT PAGE 172,
MESA COUNTY, COLORADO.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) BALERIO DON L SR & GALLEGOS PAULINE M , am the owner of the following real property:

(b) 370 29 Rd. Grand Junction, CO 81507

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

(•) I am the sole owner of the property.

( ) I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: x Pauline M. Gallegos, D Balerio

Printed name of owner: Balerio Don L SR and Gallegos Pauline M

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 18th day of July, 2025

by Pauline Gallegos and Don Balerio

Witness my hand and seal.

My Notary Commission expires on 12/04/2028

KIM A KERK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064014738
MY COMMISSION EXPIRES DECEMBER 04, 2028

Notary Public Signature

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Weaver Merle W. , am the owner of the following real property:

(b) 374 29 Rd. Grand Junction, CO 81507

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

◉ I am the sole owner of the property.

○ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: Merle W Weaver

Printed name of owner: Weaver Merle W

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 18th day of July, 2025

by Merle W. Weaver

Witness my hand and seal.

My Notary Commission expires on 12/04/2028

KIM A KERK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064014738
MY COMMISSION EXPIRES DECEMBER 04, 2028

Kim A. Kerk
Notary Public Signature

RECEPTION #: 2529102, BK 4998 PG 901 04/08/2010 at 03:09:08 PM, 1 OF 2, R
$10.00 S $1.00 D $28.72 Janice Rich, Mesa County, CO CLERK AND RECORDER

1/2 2 PAGE DOCUMENT

Warranty Deed

(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee
Date: April 05, 2010
$ 28.73

THIS DEED, made on **April 05, 2010** by **ROBERT JIMENEZ AND STARLIETH JIMENEZ** Grantor(s), of the County of **MESA** and State of **COLORADO** for the consideration of (**$287,260.00**) ***** Two Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 ***** dollars in hand paid, hereby sells and conveys to **MERLE WEAVER** Grantee(s), whose street address is **296 LITTLE PARK ROAD GRAND JUNCTION, CO 81503**, County of **MESA**, and State of **COLORADO**, the following real property in the County of **Mesa**, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"
also known by street and number as: **374 29 ROAD AND 296 LITTLE PARK ROAD GRAND JUNCTION CO 81504**

with all its appurtenances and warrants the title to the same, subject to *all taxes and assessments for the year 2010 and the matters stated in Section 13 (transfer of title) of the Contract to Buy and Sell Real Estate (a) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review); (b) distribution utility easements (including cable TV); (c) those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review); (d) inclusion of the Property within any special tax district; and, (e) other* **NONE**

ROBERT JIMENEZ

STARLIETH JIMENEZ

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

The foregoing instrument was acknowledged before me on this day of **April 05, 2010**
by **ROBERT JIMENEZ AND STARLIETH JIMENEZ**

Notary Public
My commission expires

SUSAN J. OTTMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/02/2013
County of Mesa

When Recorded Return to: **MERLE WEAVER**
296 LITTLE PARK ROAD GRAND JUNCTION, CO 81503

Land Title GUARANTEE COMPANY

RECEPTION#: 2854491, at 9/13/2018 3:27:07 PM, 1 of 1
Recording: $13.00, Sheila Reiner, Mesa County, CO. CLERK AND RECORDER

BENEFICIARY DEED

FELIX FREDERICK GALLEGOS aka FF GALLEGOS, and FELIX F. GALLEGOS, whose legal address is: 561 Casa Rio Court, Grand Junction, CO 81507, as Grantors, one half (50%) interest, and upon the death of the Grantors, conveys his one-half (505) interest to **PAULINE M. GALLEGOS, whose address is 561 Casa Rio Court, Grand Junction, CO 81507,** as Grantee-Beneficiary. Should **PAULINE M. GALLEGOS** predecease me, then Grantor conveys his one-half (50%) interest equally to **FREDERICK MICHAEL GALLEGOS, whose legal address is 15501 E. 112th Avenue, Commerce City, CO 80022; and NICOLE LEE ALLEY, whose legal address is 10319 Quail Meadow Street, San Antonio, TX 78030** as Grantee-beneficiaries as joint tenants with rights of survivorship. To be clear, it is the intent of the Grantor that this beneficiary deed not take effect until the death of the Grantors.

If a Grantee-beneficiary fails to survive Grantor, Grantor designates the survivor of the above, name Grantee-beneficiary as the successor Grantee-beneficiary.

Grantor transfers, sells and conveys on Grantor's death to the Grantee-beneficiaries named above, the following described real property located in the County of Mesa, State of Colorado:

BEG 220FT S 0DEG07' W FR NW COR SW4NW4 SEC 20 1S 1E N 89DEG56' E 1318.08FT S 0DEG05' W 220FT S 89DEG56' W 1318.21FT N 0DEG07' E 220FT TO BEG EXC W 30FT FOR RD & ALSO EXC ADDITIONAL ROW ON W AS DESC IN B-3955 P-820/821 MESA CO RECDS - 6.44AC

97 PALM HARBOR PH0223118XU

294320200050 72 MELODY HOME 56 X 14 1171456S22308

Assessor's Parcel ID#: 2943-202-00-050; 7008-018-00-015; 7008-052-11-407
Known and numbered as: 370 29 Road, Grand Junction, CO 81504

THIS BENEFICIARY DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE GRANTOR. IT REVOKES ALL PRIOR BENEFICIARY DEEDS BY THIS GRANTOR FOR THIS REAL PROPERTY EVEN IF THIS BENEFICIARY DEED FAILS TO CONVEY ALL OF THE GRANTOR'S INTEREST IN THIS REAL PROPERTY.

Felix Frederick Gallegos, aka Felix F. Gallegos, and
FF Gallegos, Grantor

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

BARBARA E. BELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964002496
My Commission Expires February 12, 2020

The foregoing instrument was acknowledged before me this 11th day of September, 2018, by Felix F. Gallegos and Pauline M. Gallegos.

Witness my hand and official seal.

My commission expires: 02/12/2020

Barbara E. Bell, Notary Public

EXHIBIT A

TRACT I:
THE NORTH 220 FEET OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3992 AT PAGE 172,
MESA COUNTY, COLORADO.

~~TRACT II:~~
COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 NW 1/4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN;
THENCE NORTH 89 degrees17' WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 27 A DISTANCE OF 310 FEET;
THENCE SOUTH 0 degrees50' WEST 251.4 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 degrees17' WEST 504.8 FEET;
THENCE SOUTH 30 degrees28' WEST 179.3 FEET;
THENCE SOUTH 14 degrees45' WEST 40.1 FEET;
THENCE SOUTH 89 degrees17' EAST 603.1 FEET;
THENCE NORTH 0 degrees50' EAST 194.6 FEET TO THE POINT OF BEGINNING,
COUNTY OF MESA, STATE OF COLORADO.

2214195 BK 3740 PG 85
09/17/2004 11:31 AM
Janice Ward CLK&REC Mesa County, CO
RecFee $5.00 SurChg $1.00
DocFee $22.00

WARRANTY DEED

BK 3740 PG 85

Grantor(s):

DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH and BRENDA JULENE MCCULLOUGH

whose address is , ,

*County of Mesa , and State of

Colorado , for the consideration of

TWO HUNDRED TWENTY THOUSAND AND NO/100- - - -

Legal Description-370 and 374 29 Rd. Grand Junction, CO 81504:

Legal Description-370 29 Rd. Grand Junction, CO 81504:

Beginning at a point 220 feet South 0°07' West from the Northwest corner of the SW 1/4 NW 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, thence North 89°56' East 1318.08 feet, thence South 0'05' West 220 feet, thence South 89'56' West 1318.21 feet, North 0'07' East 220 feet to the point of beginning,
EXCEPT the West 30 feet thereof for road right of way;
and EXCEPTING that portion thereof conveyed to Mesa County by instrument recorded August 1, 2005 at Reception No. 2266998.
Mesa County, Colorado.

Legal Description-374 29 Rd. Grand Junction, CO 81504:

TRACT I:
THE NORTH 220 FEET OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3992 AT PAGE 172,
MESA COUNTY, COLORADO.

Mailing Date: June 30th, 2025

RE: A Neighborhood Meeting for information on the proposed Rezone request for 370 & 374 29 Rd. Grand Junction, CO 81504

Dear Neighbor:

This letter is to notify you that on **Tuesday July 15th, at 5:30pm, a VIRTUAL** neighborhood meeting will be held to provide you with information on the proposed rezone of the following parcels: 370 29 Rd. 2943-202-00-050 & 374 29 Rd. 2943-202-00-051.

Microsoft Teams Meeting:

Tuesday July 15th 2025
5:30 PM - 6:30 PM (MST)
Meeting link: https://teams.live.com/meet/933415072015?p=tX4AWHco1aAH1Yu94O

The properties are currently zoned RM-8, the rezone would take the combined 12.87 acres from RM-8 (Residential Medium 5.5 to 8 du/ac) to RM-12 (Residential Medium 8 to 12 du/ac) zoning

The neighborhood meeting is an opportunity for adjacent property owners to learn more about the proposed rezone of the properties. You can ask questions or submit written statements to the City of Grand Junction staff.

As a neighbor of this property, you will be notified of future development applications and public hearings (if any) by mail.

The list of property owners who have been notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of the Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

If you are not available to attend this meeting, you can provide written comment to kimk355@outlook.com or the City of Grand Junction Planning Department at jenna.gorney@gjcity.org.

We look forward to your feedback on this project.

Regards,

Kim

Kim Kerk Land Consulting & Development, LLC

342 North Avenue Grand Junction, CO 81505
Ph: 970-640-6913

370 & 374 29 Rd. Aerial Photo



Neighborhood Meeting Notes-370 & 374 29 Rd: 07/15/2025

The virtual meeting was held on Team Meets and began at 5:30 pm on July 15th. In attendance were property owners Pauline Gallegos and Don Balerio, Merle Weaver was unable to attend. The City of Grand Junction Planner Jenna Gorney, Project Manager Kim Kerk, (for the owners), and 1 neighbor who did not give his name were in attendance. A neighbor Lynn couldn't attend the meeting. She called Kim Kerk with her comments. Lynn thinks it would be better to request a commercial zoning as she feels the multi-family would generate more traffic onto 29 Rd. than a commercial use.

Kim started the meeting by introducing herself and Planner-Jenna Gorney. She explained that the property at 370 & 374 29 Rd. are currently zoned RM-8, the rezone request is to go from RM-8 to Residential Medium

Questions and discussion points are as follows:

Q) Why change the zoning?

A) Higher zoning better suits the use of the site and meets the requirements of the 2020 Comprehensive Plan.

Q) Are the properties currently zoned? Are they in the county or city?

A) Currently the properties are zoned RM-8, located in the city limits.

Q) What is your role?

A) Project manager/ owners representative.

Jenna Gorney described the zoning and rezone request process. If your property is identified for future land use, residential medium, you have a couple options for future development that would be supported by the comprehensive plan rewrite that was determined with input and stakeholder meetings over probably about two years of time.
A Rezone approval to Residential Medium would result in a minimum of 103 units, with the option to develop up to 159 units. A couple other things to note, as far as what type of development could be developed there is defined in the Principal Use Table. Jenna explained the allowed uses, bulk standards, the density and criteria that would apply should future development occur.
Jenna also explained the public hearing meetings that are part of the processed and invited the neighbor to attend, in person or virtually.

Both Jenna and Kim expressed that they are available at any time by phone or email and will update them on any changes with the project going forward.

The meeting adjourned at approximately 6:20pm.

CITY OF GRAND JUNCTION
JENNA GORNEY
250 N 5TH ST
GRAND JUNCTION, CO 81501

COCA SAMUEL A
560 ASHLEY LN
GRAND JUNCTION, CO 81501

DEGRANGE ALAN J
PO BOX 2058
HOTCHKISS, CO 81419

EPHEMERAL RESOURCES LLC
940 S 10TH ST
GRAND JUNCTION, CO 81501

FOSTER BILLY
FOSTER SONYA L
357 29 RD
GRAND JUNCTION, CO 81504

GALLEGOS PAULINE M
BALERIO DON L SR
561 CASA RIO CT
GRAND JUNCTION, CO 81507

GARRISON BOBBY DALE
GARRISON MARY JANE
359 29 RD
GRAND JUNCTION, CO 81504

HOWARD DENNIS M
HOWARD LEAH S
2231 RIMROCK RD
GRAND JUNCTION, CO 81507

HUNTER KATHY
HUNTER NICHOLAS M & KAYDA L
GRANTEE BENEFICIARIES
361 29 RD
GRAND JUNCTION, CO 81504

KIM KERK LAND CONSULTING &
DEVELOPMENT
KIM KERK
342 NORTH AVE
GRAND JUNCTION, CO 81501

LYNN VRANY LIVING TRUST DATED
SEP 8 2021
365 29 RD
GRAND JUNCTION, CO 81504

MARTINEZ MAX LREOY
MARTINEZ KAREN
360 29 RD
GRAND JUNCTION, CO 81504

MORATTO JAMES
359 1/2 29 RD
GRAND JUNCTION, CO 81504

PADILLA LUIS ENRRIQUE DE LA
TORRE
355 29 RD
GRAND JUNCTION, CO 81501

PANTOJA JORGE HUMBERTO
354 29 RD
GRAND JUNCTION, CO 81504

STARNES KELLY J
STARNES CINDY A
2892 RIVER ST
GRAND JUNCTION, CO 81501

STATE OF COLORADO FBO
COLORADO DEPARTMENT OF
HUMAN SERVICES
1575 SHERMAN
DENVER, CO 80203

STOUT DEAN
ROBERTS ROSE LYNN GRANTEE
BENEFICIARY
2892 FLORIDA ST
GRAND JUNCTION, CO 81501

SUNSHINE OF DELTA INC
PO BOX 516
FRUITA, CO 81521

TREAT STEVEN E
TREAT RENE' E
369 29 RD
GRAND JUNCTION, CO 81504

UPPER LIMIT INVESTMENTS LLC
PO BOX 952
GRAND JUNCTION, CO 81502

VANWINKLE WILBUR C
VANWINKLE NONA F
2911 D RD
GRAND JUNCTION, CO 81504

VIVEROS ARIANNA M
VIVEROS MARIO A
546 DODGE ST
GRAND JUNCTION, CO 81504

WEAVER MERLE W
296 LITTLE PARK RD
GRAND JUNCTION, CO 81507

WOLTMAN CONOR
ROWE JULIE
2893 FLORIDA ST
GRAND JUNCTION , CO 81501

Site Map



N

0 0.15 0.3 mi

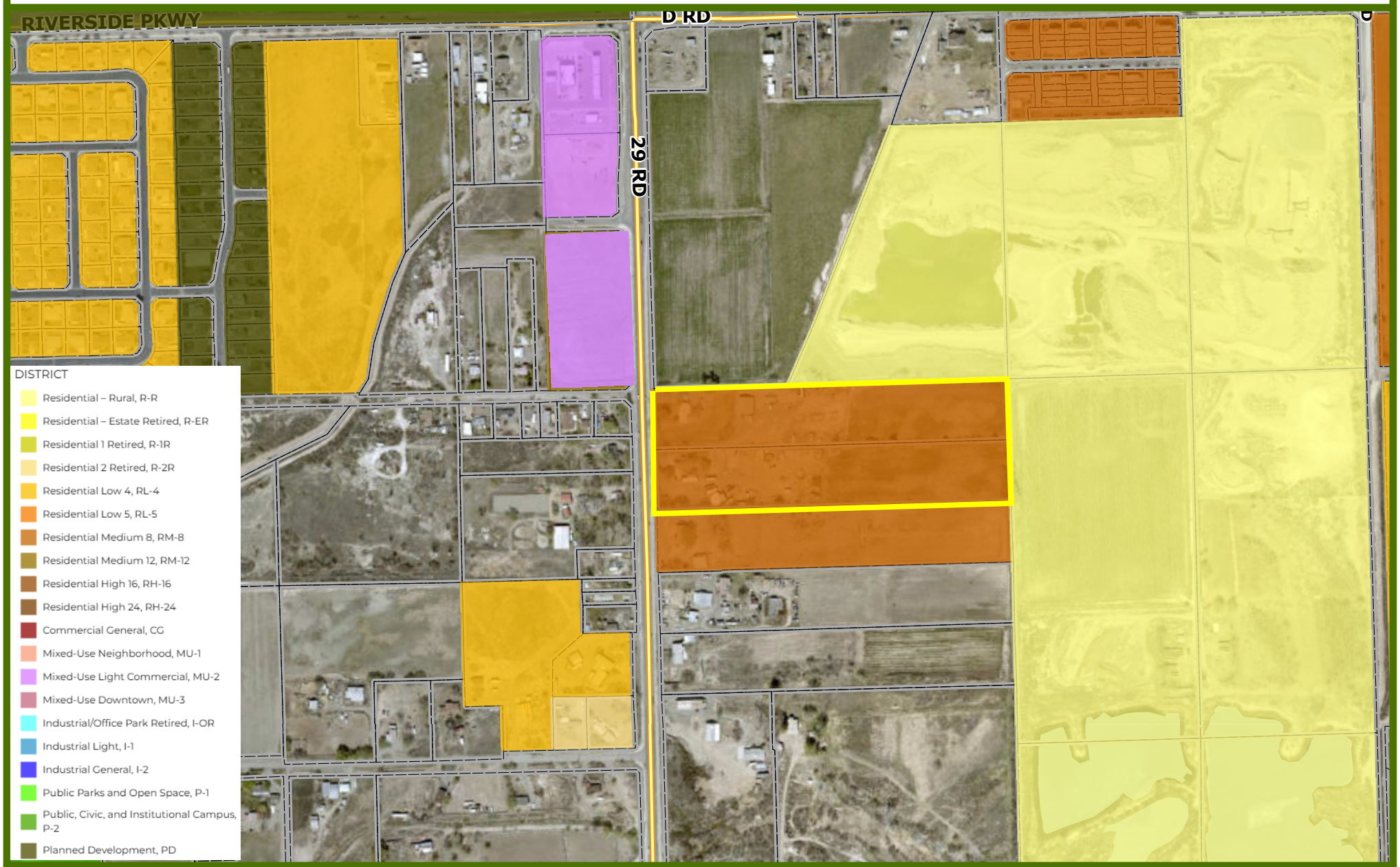
Printed: 12/11/2025

1 inch equals 0 miles

Scale: 1:5,696

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Zoning Map



N

0 0.15 0.3 mi

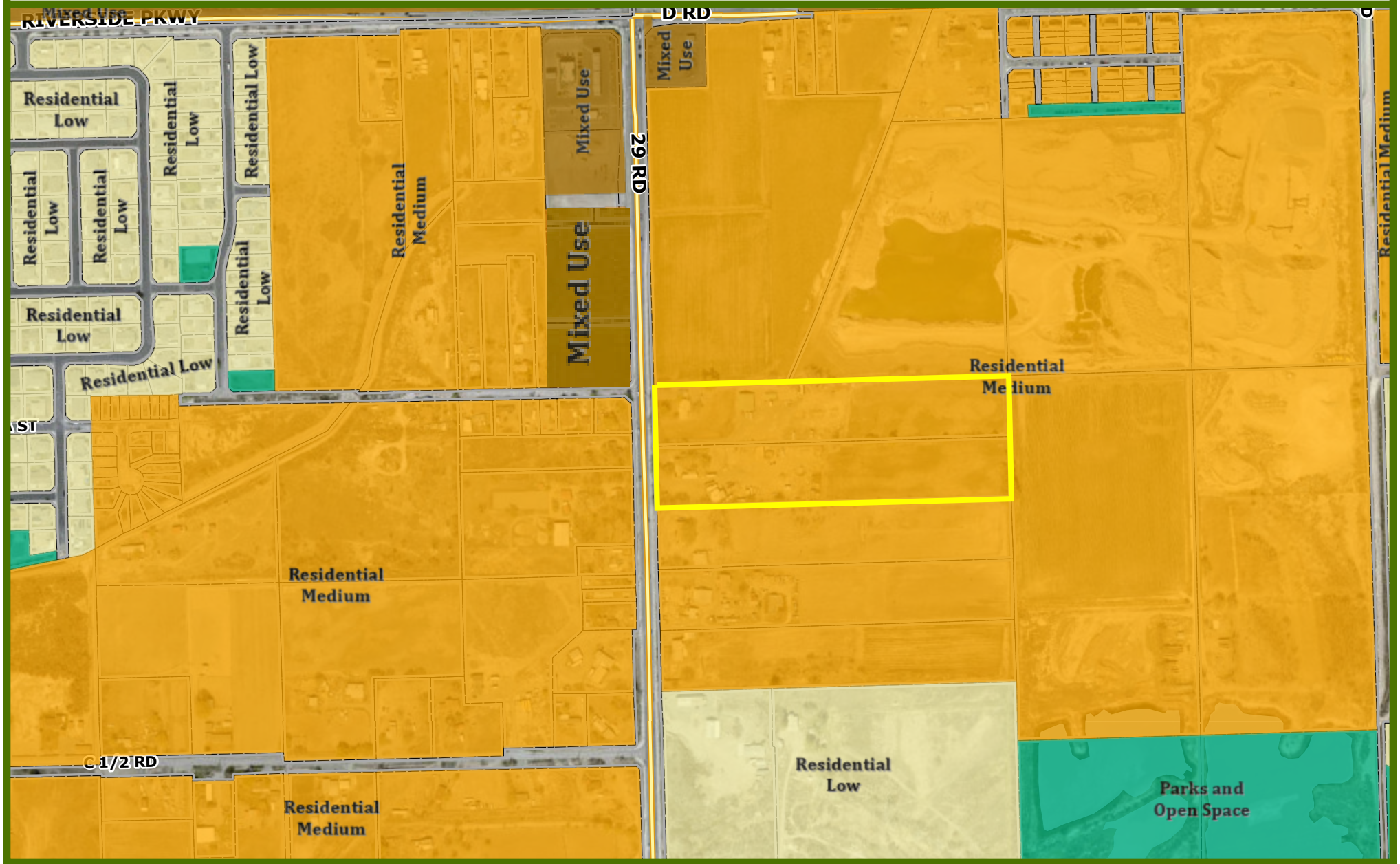
Printed: 12/11/2025

1 inch equals 0 miles

Scale: 1:5,696

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Future Land Use Map



N

0 0.15 0.3 mi

Printed: 12/11/2025

1 inch equals 0 miles

Scale: 1:5,696

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

GRAND JUNCTION PLANNING COMMISSION
February 10, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, Ian Thomas, Greg Palmer, and Caleb Abeloe.

Also present were James Campbell (Staff Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kathryn Phillips (City Development Engineer), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 48 members of the public in attendance, and 5 virtually.

Chair Weckerly noted that items 5 and 6 were being pulled from this agenda for future consideration at a date uncertain.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 27, 2026.

   Commissioner Quintero moved to approve the Consent Agenda.

   Commissioner Moore seconded; motion passed 7-0.

REGULAR AGENDA

1. **370/374 29 Rd Rezone** **RZN-2025-466**
   Consider a Request by Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver to Rezone Approximately 12.89 Acres From RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road.

   Staff Presentation
   Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

   Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions. She noted that the current request was only for the rezone and there were no plans for future development at this time.

   Questions for Staff

DRAFT

Commissioner Palmer asked staff to address a public comment about the viability of 29 Rd to handle any additional traffic generated by future development.

Commissioner Moore clarified that the parcels were currently separate.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 5:54 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 5:54 p.m. on February 10, 2026.

Discussion
Commissioner Zyvan commented that 29 Rd is an arterial road and should be able to accommodate the additional traffic from future development.

Motion and Vote
Commissioner Zyvan made the following motion "Madam Chairman, on the Rezone request for the property located at 370 and 374 29 Road, City file number RZN-2025-466, 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 Quintero seconded; motion passed 7-0.

2. **Kimball-Noland Rezone** **RZN-2025-551**

Consider a request by Enlightened Real Estate Fund, LLC to rezone approximately 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction. The parcels are addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; along with parcels numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021.

Staff Presentation
Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions.

DRAFT

Questions for Staff
Chair Weckerly asked about the limited access to the parcels on Kimball Ave and if staff thought that would present challenges for future development.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:15 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:15 p.m. on February 10, 2026.

Discussion
Commissioners Moore and Quintero indicated their approval of the rezone.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the rezone 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction City file number RZN-2025-551, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Weckerly noted that her earlier question was only to ensure there could be adequate access at time of development.

Commissioner Palmer seconded; motion passed 6-0. Commissioner Thomas did not indicate favor or opposition.

3. Zoning Code Amendments – Q1 2026 ZCA-2026-26
Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

DRAFT

Commissioner Zyvan asked why 14 feet was the standard width for street frontage landscaping. He asked why the landscaping requirement was being preserved for collector and arterial street classifications.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:31 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:31 p.m. on February 10, 2026.

Discussion
Commissioners Palmer and Zyvan expressed their appreciation for the staff's efforts.

Commissioner Moore and Chair Weckerly expressed interest in a future discussion about reducing the street frontage landscaping requirements along collector and arterial roads.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-26, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report."

Commissioner Zyvan seconded; motion passed 7-0.

4. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

Chair Weckerly stated that she owned property that abutted the subject parcels but did not feel that this would impact her decisions on the request.

Staff Presentation
Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Mike Stubbs provided some context for the request and was available for questions.

DRAFT

Applicant Scott Preisendorf gave a presentation on the request and was available for questions.

Questions for Staff
Commissioner Quintero asked how preserved open space was evaluated for accessibility and usability.

Commissioner Moore asked for clarification on what land was exchanged between the applicants and the City. He asked why the City-owned open space was used for calculating density within the future PD. He asked what would happen if the ODP was not adopted or if it lapsed in the future.

Commissioner Zyvan asked what the total acreage is for the PD.

Commissioner Abeloe asked if the proposed PD was consistent with the previous PD. He asked what the allowed maximum density was under the previous PD.

Commissioner Palmer asked if the number of variances being requested was unusual. He asked if the 40-foot maximum height was standard.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

Chris Mcanany commented on the proposed density, compliance with the Comprehensive Plan, and minimum open space requirements. He urged the Commission to vote “no” on the request.

Carol Bierbowe expressed concerns with increased traffic created by this development and inadequate pedestrian infrastructure [sidewalks] on Rana Rd.

Rick Beauheim expressed concerns with increased traffic on Rana Rd. He suggested that High Desert Rd and Rana Rd should terminate in cul-de-sacs on Lots 1 & 2 respectively. He also suggested limiting the allowed density to RL-4 and disallowing the development to include the City-owned open space in the density calculations.

Bill Larsen speculated that future development would adversely impact drainage on Rana Rd. He also advised looking into future challenges with irrigation.

Jane Huston echoed the previous comments on safety, density, irrigation, and drainage and requested the density be capped at RL-4 without consideration of the City-owned open space.

Lisa Howfield commented that this hearing was not appropriately advertised. She shared her concerns about the increased traffic and the incongruity with the surrounding area.

Ken Delay agreed with the previous comments regarding drainage, inadequate pedestrian and vehicle infrastructure, and increased traffic on Rana Rd.

DRAFT

John Hatch agreed with the previous comments and added that Rana Rd doesn't have shoulders nor sidewalks.

Rick Garcia urged the commission to deny the ODP for Camelback Gardens. He disagreed with the use of the City-owned open space for density calculations. He requested a property value study and a traffic impact study be done prior to any development in Camelback Gardens. He argued that connecting High Desert Rd and Rana Rd would increase traffic and pollution for the surrounding area.

Chris Hines expressed his concerns with the use of the City-owned open space to calculate density. He commented that the topography on these parcels is largely undevelopable and the City gained nothing through the land exchange.

Ralph Wahlers expressed concerns with the 40-foot building height possibility. He commented that dead-end streets have lower crime rates due to their limited access and circulation. He echoed the previous comments on the mismatch of proposed development types and drainage on Rana Rd.

Dee Wernette commented on the bottleneck of traffic at the intersection of Ridges Blvd and Broadway and that it would be exacerbated by connection of Rana Rd. He wondered about the precedent being set for future density of similar areas.

Tyler Urnquist echoed the previous comments on crime statistics, lack of pedestrian infrastructure, increased noise, the City-owned open space being used in density calculations, and erosion on Rana Rd. He added that small parks/open spaces often go unused by the surrounding property owners. He suggested no high-density housing, no multifamily units, and no attached units.

Leanne Mumpy commented on the wildlife and suggested wildlife corridors.

Bill Gulley noted that he likes his yard and outdoor recreation. He agreed with the suggestion of cul-de-sacs. He echoed concerns about stormwater runoff and suggested an engineering firm be hired to evaluate underground detention.

Susan Bierman commented on the limited parking availability on Rockwood Ln. She noted there was no public or guest parking shown in Mr. Preisendorf's presentation.

Brendon Shuey agreed with the previous comments on setbacks, building height, grading, density along property edges, and character of outdoor spaces. He proposed increased setbacks, stronger buffering, or density stepdown.

Dana Nkana commented that he moved to the area because it was quiet and had a low volume of traffic.

DRAFT

The public comment period was closed at 8:25 p.m. on February 10, 2026.

Mike Stubbs stated that many of the issues brought up in the public's comments would be addressed at time of subdivision.

Jamie Beard noted that the amended plat for The Ridges Filing 6 showed a proposed density for the subject parcels as 4 dwelling units per acre and that she was not aware of any amendments to allow 120 units to be constructed as Mr. Stubbs had indicated previously. She elaborated that the 2 lots that are now "Camelback Gardens" were never designated as multifamily or high-density developments on any previous plat.

The Commissioners asked Jamie about the approved density of the previous PD and the use of the City-owned open space to meet the open space requirements for clustering and other deviations from bulk standards.

Commissioner Quintero asked Kathryn Phillips if a Traffic Impact Study (TIS) had been done to evaluate the impact on Rana Rd. He asked what happens if a TIS shows a traffic impact beyond what the existing and proposed infrastructure could accommodate.

Chair Weckerly asked Kathryn Phillips if the City would require the developer to construct a connection between High Desert Rd and Rana Rd. She asked if clustering had an impact on the allowed density.

Commissioner Moore asked about the standards for using open space to calculate density and if using the City-owned open space was unusual.

Commissioner Palmer asked about the differences between the RL-4 and RL-5 zone districts.

Commissioner Abeloe asked if this request would have been approved under the previous PD. He asked what the maximum allowed unit count would be at the RL-4 density when including the City-owned open space.

Commissioner Zyvan asked for clarification on the conditional approval stated in the staff report. He also asked for clarification on what City Council had already approved for this ODP.

Commissioner Thomas asked about sidewalk requirements.

The public hearing was closed at 8:59 p.m. on February 10, 2026.

Discussion

There were comments from the Commission regarding infill development, concerns over traffic accidents, the TEDS exception for sidewalks, interconnectivity and pedestrian infrastructure, City Council approving the use of City-owned open space, building heights, and the specific design and density outlined in the ODP.

DRAFT

Commissioner Moore clarified for the record that the public comments and staff recommendations would be re-reviewed before this item was brought to City Council.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Planned Development (PD) Outline Development Plan (ODP) for the proposed Camelback Gardens development that will rezone a property from PD to PD and establish an overall PD ODP for the entire property for the property located at 381 and 409 High Desert Road, City file number PLD-2023-121, I move that the Planning Commission forward a recommendation of approval to City Council with the Findings of Fact and imposition of an expiration date on the ODP of December 31, 2043, as listed in the staff report."
Commissioner Abeloe seconded; motion passed 6-1.

5. Zoning Code Amendment – Significant Trees ZCA-2026-51
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Significant Trees.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

6. Zoning Code Amendment – Certified Irrigation Designers ZCA-2026-50
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Certified Irrigation Designer.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.
The vote to adjourn was 7-0.

The meeting adjourned at 9:25 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING APPROXIMATELY 12.89 ACRES FROM RM-8 RESIDENTIAL MEDIUM 8 (RM-8) TO RESIDENTIAL MEDIUM 12 (RM-12) ZONE DISTRICT LOCATED AT 370, 374 29 ROAD

Recitals:

The property owners, Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver, propose a rezone from Residential Medium – 8 (RM-8) to Residential Medium – 12 (RM-12) for 12.89 acres located at 370, 374 29 Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended approval of changing the zoning from Residential Medium 8 (RM-8) to Residential Medium 12 (RM-12) for the property, finding that it is consistent with the One Grand Junction Land Use Map ("Plan") designation of Residential Medium and the Plan's goals and policies and is generally compatible with the land uses located in the surrounding area.

After public notice and public hearing, The Grand Junction City Council finds that rezoning from Residential Medium – 8 (RM-8) to Residential Medium – 12 (RM-12) for the property is consistent with the vision, intent, goals and policies of the Plan. The City Council further finds that the request for rezone to the Residential Medium 12 (RM-12) zone district meets the stated criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning and Development Code.

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

The Recitals are incorporated herein and in consideration of the same the following property is hereby duly and lawfully zoned to Residential Medium – 12 (RM-12) on the zoning map.

370 29 Rd. Grand Junction, CO 81504:
Beginning at a point 220 feet South 0°07' West from the Northwest corner of the SW 1/4 NW 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, thence North 89°56' East 1318.08 feet, thence South 0'05' West 220 feet, thence South 89'56' West 1318.21 feet, North 0'07' East 220 feet to the point of beginning, EXCEPT the West 30 feet thereof for road right of way; and EXCEPTING that portion thereof conveyed to Mesa County by instrument recorded August 1, 2005 at Reception No. 2266998. Mesa County, Colorado.

374 29 Rd. Grand Junction, CO 81504:
Tract I:
The north 220 feet of the SW 1/4 NW 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, except the west 30 feet thereof for right of way;

also excepting therefrom that portion thereof conveyed to Mesa County by instrument recorded September 14, 2005, in Book 3992 at Page 172,
Mesa County, Colorado.

INTRODUCED on first reading this 4th day of March 2026 and ordered published in pamphlet form.

ADOPTED on second reading 18th day of March 2026 and ordered published in pamphlet form.

ATTEST:

_____
Cody Kennedy
President of the Council

_____
Selestina Sandoval
City Clerk

Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: March 4, 2026

Presented By: Daniella Acosta, Principal Planner

Department: Community Development

Submitted By: Daniella Acosta Stine, Principal Planner

Information

SUBJECT:

Ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a 25.36 Acre Parcels Located in Sections 17 and 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa Being All That Land Within Camelback Gardens Boundary Line Adjustment Same As Recorded at Reception Number 3148907, Portions of the District Open Space Shown On The Following Four (4) Subdivision Plats 1) The Ridges Filing No. Six Same As Recorded At Reception Number 1259706, 2) Cobblestone Ridges Same As Recorded At Reception Number 1778367, 3) Cobblestone Ridges Phase 2 Same As recorded At Reception Number 1778368 and 4) Cobblestone Ridges Phase 2 Replat Same As Recorded At Reception Number 1789624 Said District Open Space Also Known As Mesa County Parcel Number 2945-202-17-020 And Tract A Public Open Space Dedicated On Said Cobblestone Ridges Phase 2 Replat Also Known As Mesa County Parcel Number 2945-174-41-012 - ***Rescheduled to April 1, 2026***

RECOMMENDATION:

The Planning Commission heard this item at its February 10, 2026, meeting and voted (6-1) to forward a recommendation of approval to the City Council.

EXECUTIVE SUMMARY:

Camelback Gardens, LLC and Upland Homes, Inc. (the Applicants) propose the Camelback Gardens Development (Development), a residential project on approximately 25.27 acres located at 381 and 409 High Desert Road.

The Applicant is requesting approval of a PD ODP for the proposed Development. Approval of the ODP would rezone both properties from PD to PD with a new development framework. The Development is anticipated to be constructed in phases over an approximately 17-year timeframe.

The subject property is currently vacant. Adjacent to the site is approximately 15 acres of open space that was previously dedicated to the City by the Applicants for public benefit to facilitate clustered development. Under the clustering provisions, the conserved open space may be included in the density calculation. Based on this methodology, the proposed Development has a resulting density of 3.6 dwelling units per acre (du/ac), which is within the permitted range of 2.0 to 5.5 du/ac for the Residential Low land use designation in the 2020 Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

The properties in question were originally annexed into the City as part of the Ridges Majority Annexation in 1992 and were included within the Ridges Metropolitan District, which had been established in Mesa County prior to annexation. As part of the annexation, the lands were zoned Planned Residential (PR) and RSF-4, and the City accepted development approvals previously granted by Mesa County within the Ridges Metropolitan District, including all applicable standards and conditions.

The subject properties were originally included within the Ridges PD, which was governed by an Amended Final Plan approved by the Planning Commission and City Council in the mid-1990s. While portions of the Ridges PD were developed and platted, substantial areas within the PD boundary, including the subject properties, remained undeveloped and were not subject to recorded final plats or exercised development approvals.

Pursuant to Section 21.02.150(f)(1) of the 2010 Zoning and Development Code, the Ridges PD has lapsed and is no longer in effect due to the passage of time, extended non-use of development approvals, and the absence of subsequent implementing actions necessary to vest development rights under the approved plan. Accordingly, the subject properties are no longer governed by an active Planned Development framework.

Approval of the proposed Camelback Gardens PD ODP is therefore necessary to reestablish a legally valid zoning and development framework for the site.

The Camelback Gardens PD application was originally submitted in 2023 and is therefore reviewed under the Zoning and Development Code in effect at the time of submittal (2010 Code). Although the City adopted a new Zoning and Development Code in 2024, the application remained active during the review process and is appropriately evaluated under the 2010 Code, with consideration of current infrastructure conditions and consistency with the 2020 Comprehensive Plan.

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Location and Surrounding Land Use
The subject properties are located south of State Highway 340 (Broadway) within the Redlands area of the City. The developable portion of the site consists of approximately 25.27 acres of vacant, undeveloped land and open space characterized by native vegetation, rolling terrain, and natural drainage features. No structural or site improvements currently exist on the properties.

The surrounding development is predominantly residential in character. To the north and east, the subject properties abut developed single-family residential neighborhoods within The Ridges subdivision. To the south, the site is bordered by established single-family residential neighborhoods such as Redlands Mesa subdivision. To the west, the properties are adjacent to larger areas of undeveloped land and publicly accessible open space, as well as privately-owned golf courses, which provide a transition between developed neighborhoods and surrounding natural areas.

The site contains areas of rock outcroppings and slopes exceeding 30 percent, which limit the extent of feasible development. While a limited number of steep slope areas occur within the site itself, the majority of slopes exceeding 30 percent and associated rock outcroppings are located immediately adjacent to and abutting the site, influencing the overall development pattern and site layout. These areas do not constitute

ridgelines and are therefore not subject to the City's Ridgeline Development Restrictions. However, development on the site would be subject to applicable Hillside Development standards. The proposed development responds to these constraints by concentrating development on less steep areas and preserving steeper terrain and sensitive areas as open space.

The subject properties and much of the surrounding area are zoned PD, reflecting legacy development approvals associated with The Ridges PD, portions of which have since lapsed. Surrounding residential subdivisions to the east and south have been developed under approved planned development frameworks, while adjacent open space areas remain undeveloped.

The subject properties are designated Residential Low in the 2020 Comprehensive Plan. This designation supports low-density residential development, generally ranging from approximately 2.0 to 5.5 dwelling units per acre, and encourages the preservation of open space and natural features through clustered development patterns.

Site Access and Transportation System
Vehicular access to the subject properties is provided by existing local streets. Primary access to the site is from the north via Rana Road and from the south via High Desert Road. Both Rana Road and High Desert Road function as local residential streets and connect the site to the surrounding neighborhood street network.

The subject properties are located within an established residential area of the Redlands, where the transportation system is designed to serve local traffic associated with residential development. The proposed access configuration utilizes existing public streets and does not require new arterial or collector roadway connections. Traffic generated by the proposed development is anticipated to be accommodated by the existing local street network, subject to compliance with applicable City access and transportation standards at the time of subdivision review and development.

Availability of Utilities
All utilities are available and adjacent to the Development site. Water service to the subject properties is provided by the Ute Water District. Sanitary sewer service is provided by the City of Grand Junction. Irrigation water is provided by Redlands Water and Power. Electric and natural gas service to the site are provided by Xcel Energy.

The subject properties are located within Tier 1 (Urban Infill) of the City's Growth Plan. Tier 1 areas are characterized by the presence of existing urban services and infrastructure within City limits, where development is intended to occur through infill and redevelopment of vacant or underutilized parcels. Development within Tier 1 is generally directed to areas where public facilities and services are already available, limiting the need for infrastructure extensions while allowing for residential growth. The subject properties' location within the Redlands area represents a Tier 1 infill opportunity consistent with the City's growth management policies.

Proposed Use and Zoning Overview
The Camelback Gardens PD establishes a residential zoning framework that permits a mix of single-family detached, single-family attached, and multifamily housing within the Redlands area of the City. The PD approach is intended to allow flexibility in site design and housing types while maintaining overall density and compatibility with surrounding residential development.

Rather than relying on a conventional straight-zone subdivision model based on individual lots and minimum lot dimensions, the proposed PD utilizes a footprint-based development pattern with shared open space. This model allows buildings to be clustered while preserving the surrounding natural landscape as common open space, which functions in place of individual private yards.

By concentrating development and minimizing disturbance to the site, the proposed PD supports a low-maintenance and water-wise residential environment, preserves native vegetation, and responds to site constraints such as topography and natural features. This approach is consistent with the intent of the PD zoning district and the Residential Low land use designation by allowing design flexibility while achieving orderly development and long-term land use compatibility.

Public Benefit Overview
The proposed Camelback Gardens PD provides public benefits consistent with the intent of the PD zoning district and the applicable criteria set forth in Section 21.02.150 of the Zoning and Development Code.

(a) More Effective Infrastructure

The subject properties are located within the City's Tier 1 Urban Infill area, where urban services and infrastructure are already available. The proposed PD directs residential development to vacant parcels within an established neighborhood, utilizing existing water, sewer, electric, and transportation systems and limiting the need for new infrastructure extensions. In addition, the associated land exchange results in more rational property boundaries, which improves the efficiency of site layout, utility connectivity, and long-term infrastructure planning.

(b) Reduced Traffic Demands

The subject properties are located within an established residential area that is directly connected to an extensive multi-modal trail network that functions as part of the City's active transportation system. The proposed PD improves direct, low-stress pedestrian and bicycle connections between the site and regional trail facilities, including trailheads that serve outdoor recreation destinations.

These connections support the goals of the Council's adopted 2023 Pedestrian and Bicycle Plan by increasing the number of direct and low-stress connections to key destinations, thereby reducing reliance on vehicle trips for recreational access and

short local trips. By integrating trail access into the site layout and providing ride-in/ride-out connectivity, the development can be considered an implementation of the Plan's connectivity metrics related to access to parks, open space, and trailheads.

(c) Greater Quality and Quantity of Public and/or Private Open Space

The proposed PD includes a coordinated land exchange that results in a net improvement to the quality, usability, and maintenance of open space. Under the proposed exchange, approximately 12,782 square feet of unimproved and irregularly shaped City-owned Ridges Open Space would be conveyed to the applicant, with a portion later dedicated back to the City as High Desert Road right-of-way. In exchange, the City would receive newly created and improved open space and trail corridor easements within the Camelback Gardens development totaling approximately 15,079 square feet, including 9,482 square feet of developed public park land and two constructed trail corridor easements totaling 5,597 square feet. The public park area will be dedicated to and owned by the City and fully open to the public, with maintenance responsibilities assumed by the homeowners' association (HOA).

The ODP map also illustrates off-site trail improvements proposed by the applicant as part of the land exchange, with segments outlined in green indicating proposed new trail construction and segments outlined in blue indicating proposed trail maintenance. In addition to the public park dedication, the ODP includes a community garden that will be privately owned, maintained, and used by the HOA and its residents. Collectively, these improvements convert fragmented and unimproved areas into functional, maintained open space, establish clearer boundaries between public and private lands, and improve long-term stewardship without increasing City maintenance obligations.

(d) Other Recreational Amenities

The land exchange and associated PD enhance recreational amenities by formalizing and expanding trail connectivity within The Ridges Open Space. New trail connections and spurs would be constructed to increase access points into The Ridges trail system and provide more intuitive and continuous routes for pedestrians and cyclists, including connections to established destinations such as the Water Tower Loop. The project also proposes coordination with the City of Grand Junction Parks and Recreation Department to improve existing trails and replace informal or braided routes with more sustainable alignments, protecting native vegetation and soils while improving the overall user experience.

At the neighborhood scale, the development includes a public park that will be dedicated to and owned by the City and fully open to the public, with maintenance responsibilities assumed by the HOA. In addition, the Outline Development Plan identifies a community garden that will be privately owned, maintained, and used by the HOA and its residents. Together, these amenities provide recreational and social opportunities at both the neighborhood and community scale while clearly delineating public and private responsibilities.

(e) Needed Housing Types and/or Mix

The PD permits a range of housing types, including single-family detached, single-family attached, and multifamily units within a single coordinated development. This mix supports smaller household sizes and provides housing options that are underrepresented in conventional large-lot subdivisions, contributing to a more diverse housing supply consistent with the Residential Low land use designation.

(f) Innovative Designs

The proposed PD utilizes an alternative development model that departs from conventional lot-based subdivision design. Buildings are arranged within defined footprints, with shared open space serving in place of individual private yards. This model allows flexibility from minimum lot size, setback, and buffering standards where appropriate, while supporting a low-maintenance, water-wise development pattern that preserves native vegetation and responds to site constraints.

(g) Protection and/or Preservation of Natural Resources, Habitat Areas, and Natural Features

Development is concentrated in lower portions of the site with low to moderate slopes, while steeper terrain, rock outcroppings, and adjacent open space areas remain undisturbed. Natural topography and existing vegetation are incorporated as screening and buffering elements, reducing the need for constructed barriers and supporting preservation of scenic and natural resources.

(h) Public Art

Public art is not proposed as part of the PD and is not identified as a public benefit under this application.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed PD and ODP was held in person on March 28, 2022, in accordance with §21.02.080(e) of the Zoning and Development Code. At the neighborhood meeting, participants raised questions regarding stormwater management, potential impacts on surrounding properties, parking and vehicle limitations, project phasing and build-out timeline, trail alignment and connectivity, homeowners' association governance, existing zoning, proposed density, and the overall scale of the development.

Notice was completed consistent with the provisions in §21.02.080 (g) of the Zoning and Development Code. The subject property was posted with application signs on March 1, 2023. Mailed notice of the public hearings before the Planning Commission and City Council in the form of a postcard was sent to surrounding property owners within 500 feet of the project boundaries on January 2, 2026, and notice of the Planning

Commission public hearing was published on January 3, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

Outline Development Plan Analysis

Pursuant to Section 21.02.150(b)(2) of the 2010 Zoning and Development Code, an Outline Development Plan (ODP) application shall demonstrate conformance with the criteria set forth in that section.

a. The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies;

The proposed Camelback Gardens PD is consistent with the goals, policies, and principles of the 2020 Comprehensive Plan, the Grand Junction Circulation Plan, and other applicable adopted plans. The project supports Plan Principle 3.1.b (Intensification and Tiered Growth) by directing residential development to a Tier 1 Urban Infill location within existing City limits, where public facilities and services are already available and capable of maintaining adopted level-of-service targets. Development in this location promotes efficient use of existing infrastructure and aligns with the City's growth management strategy.

The proposal advances Plan Principle 3.6.e (Context-Sensitive Development) by establishing a PD framework that allows flexibility in building placement, massing, and site design to respond to surrounding development patterns, topography, and natural features. This approach supports development that contributes positively to neighborhood character while preserving open space and natural resources.

Consistent with Plan Principle 5 (Strong Neighborhoods and Housing Choices) and Plan Principle 5.1.c (Neighborhood Amenities), the proposed PD establishes a zoning framework that permits a range of housing types, including single-family detached dwellings, duplexes, townhomes, and multifamily buildings, within a coordinated development that incorporates shared open space and neighborhood-scale amenities. The PD model allows for smaller building footprints and reduced private yard areas, resulting in a low-maintenance housing option that may better serve households seeking to downsize while remaining in the community. According to the 2019 Grand Valley Housing Needs Assessment, the average household size is 2.12 persons, indicating that many households occupy housing larger than their current needs. By allowing smaller-footprint homes supported by shared amenities, the proposed PD expands housing choice, helps address over-housing, and supports increased residential density while maintaining neighborhood character, consistent with Comprehensive Plan direction.

The project further supports Plan Principles 5.1.c and 5.3.d (Neighborhood Amenities) and 5.4.a (Neighborhood Connections) by providing publicly accessible park space, community-scale amenities, and enhanced pedestrian and trail connectivity that link the development with surrounding neighborhoods and open space areas. These elements

strengthen daily usability and support both active and passive recreation.

The proposal aligns with Plan Principle 7.1.a (New Parks) through the dedication and construction of new public park land, and with Plan Principle 7.1.c (Open Space, Greenways, and Trails Network) by improving trail connectivity within The Ridges Open Space. The associated land exchange and preservation of steeper terrain and natural features further support Plan Principle 7.2.e (Land Conservation) by achieving both recreational access and natural resource protection.

The proposed Development includes a new local street connection between High Desert Road and Rana Road, which are currently not connected for vehicular access. This connection is consistent with the Grand Junction Circulation Plan, which classifies both roadways as local streets, and supports Plan Principle 5.4.a (Neighborhood Connections) by improving connectivity between existing neighborhoods and providing additional routes for local travel. The introduction of this connection increases transportation system redundancy by providing multiple points of access and circulation within the neighborhood, reducing reliance on a single roadway and improving overall network reliability during routine conditions, construction activities, or temporary closures. In addition, enhanced emergency access allows police, fire, and medical services to reach the area more efficiently by offering alternative response routes, improving response times, and supporting safer evacuation options if needed, while maintaining compatibility with the surrounding street network.

Based on the above analysis, staff finds that this criterion is met.

b. The rezoning criteria provided in GJMC 21.02.140;

This criterion is discussed in greater detail in the “Rezoning Analysis” section of this staff report, and staff finds that it is met.

c. The planned development requirements of Chapter 21.05 GJMC;

This criterion is discussed in greater detail in the “Planned Development Requirements Analysis” section of this staff report and staff finds that it is met.

d. The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;

The subject properties are not located within any corridor guidelines or overlay districts. Accordingly, staff finds this criterion to be met.

e. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

The subject properties are located within an established urban area where public services and facilities are already available and capable of serving additional

development. Domestic water, sanitary sewer, and irrigation infrastructure are present within the surrounding street network and in close proximity to the site. These systems can be extended into the development to serve the proposed project in accordance with City standards and applicable service provider requirements, without the need for off-site extensions to major public infrastructure systems.

The local street network surrounding the site is developed and maintained in good condition, with access provided via High Desert Road and Rana Road, which connect to Ridges Boulevard and State Highway 340 (Broadway). While portions of the surrounding street network include non-standard sections typical of the area, the proposed development includes construction of a new local street connection between High Desert Road and Rana Road built to current City standards. This connection improves circulation, enhances emergency access, and increases transportation system redundancy, supporting the ability of public services to respond efficiently.

Emergency services are provided by the City of Grand Junction. The site is located within Fire Area “F,” with service provided by Fire Station No. 5, located approximately 3.5 miles from the site. Police services are provided by the Grand Junction Police Department. The location of the site within City limits, combined with existing and proposed roadway connectivity, supports reasonable emergency response times. Final development will be required to comply with applicable Fire Department and Police Department access, water supply, and safety standards.

Therefore, staff finds this criterion to be met.

f. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

The proposed PD provides adequate circulation and access to serve all development pods and areas identified in the ODP. Primary access to the site is provided from High Desert Road and Rana Road, both of which function as local streets within the surrounding neighborhood network. The internal circulation system is designed to extend from these existing roadways and provide vehicular, pedestrian, and emergency access to each development pod.

A key component of the circulation system is the proposed new local street connection between High Desert Road and Rana Road. This connection establishes a continuous internal roadway network that improves access to individual pods, reduces reliance on a single point of ingress and egress, and increases overall system redundancy. The internal street layout is intended to be constructed to applicable City standards and will accommodate service vehicles, emergency access, and on-street parking where appropriate. Any proposed shared driveways and private accessways within the development will be owned and maintained by the homeowners’ association.

In addition to vehicular circulation, the development incorporates pedestrian and trail connections that link internal streets, open spaces, and adjacent neighborhoods with

the surrounding trail system. These connections support safe and convenient movement throughout the site and provide access to both on-site amenities and nearby recreational destinations.

Therefore, staff finds this criterion to be met.

g. Appropriate screening and buffering of adjacent property and uses shall be provided;

The proposed PD incorporates a combination of natural features, site design, and built elements to provide appropriate screening and buffering between development pods and adjacent properties. Except for Pod C, the majority of the development pods are naturally buffered from surrounding residential neighborhoods and open space areas by existing slopes, rock outcroppings, and changes in grade, which provide effective visual separation and reduce the need for extensive structural buffering.

Development is generally concentrated within the lower portions of the valley on low to moderate slopes, allowing the surrounding topography to function as a natural buffer along the perimeter of the site. Building footprints and internal circulation are aligned to respond to these natural features, further minimizing visual and physical impacts on adjacent properties.

Where the Development directly abuts previously developed residential parcels, perimeter buffering will be provided through a combination of fencing and landscaping, subject to the Subdivision Perimeter Enclosure requirements of Section 21.07.090. The specific design and location of these buffering elements will be reviewed and finalized at the time of subdivision and Final Development Plan review. Collectively, the use of existing topography, thoughtful site layout, and code-compliant perimeter enclosure measures ensures that the proposed development provides appropriate screening and buffering while maintaining compatibility with surrounding residential uses and adjacent open space.

Therefore, staff finds this criterion to be met.

h. An appropriate range of density for the entire property or for each development pod/area to be developed;

The proposed PD establishes an appropriate range of residential density for the overall property and for the development pods identified in the ODP. The ODP proposes a maximum of 90 dwelling units across approximately 25 acres, inclusive of both developable land and associated open space areas. Pursuant to Section 21.02.150(b) of the 2010 Zoning and Development Code, planned developments may incorporate common open space into density calculations when such open space is permanently preserved and functionally integrated into the development. In this case, the proposed open space areas are contiguous with and serve the residential pods and are therefore appropriately included in the overall density calculation.

When calculated across the full PD area, including qualifying open space, the resulting overall density is approximately 3.6 dwelling units per acre (du/ac). This density falls within the Residential Low land use category identified in the 2020 Comprehensive Plan, which contemplates densities ranging from 2.0 to 5.5 du/ac. As such, the overall density of the PD is consistent with Comprehensive Plan guidance for this area.

Therefore, staff finds this criterion met.

i. An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed;

The Camelback Gardens PD identifies RL-5 (Residential Low-5) as the underlying default zone district and retains its fundamental scale, height, and density characteristics. The ODP requests targeted deviations from certain RL-5 bulk standards to support a clustered, footprint-based development model that preserves open space and natural features while remaining consistent with the Residential Low land use designation.

Standards Preserved from RL-5

The ODP preserves several core RL-5 standards to maintain compatibility with surrounding development and the Comprehensive Plan:

A maximum building height of 40 feet is retained across all pods.

Overall site density remains within the Residential Low range when calculated across the full PD area, inclusive of qualifying open space.

Side setbacks adjacent to another residential parcel remain consistent with RL-5 at 5 feet.

The development remains residential in character, with no expansion of permitted uses beyond those consistent with RL-5 and the PD framework.

Targeted Deviations from RL-5 Bulk Standards

The ODP proposes the following deviations from RL-5 standards to enable clustering and efficient site design:

- Minimum Lot Size: The minimum lot size is reduced from 4,000 square feet (RL-5) across all development pods to allow for a building-footprint platting model. Minimum lot sizes are proposed at 2,400 square feet in Pods A and B and 1,200 square feet in Pods C through G, as shown on the ODP. This deviation is fundamental to the clustering approach, allowing residential units to be concentrated on lower-grade portions of the site while preserving larger contiguous areas of open space and natural terrain under common ownership.
- Front Setbacks: The minimum front setback for principal structures is reduced from 20 feet (RL-5) to 15 feet across all pods. Where a garage faces the street, the front setback for the garage portion is increased back to 20 feet, while the principal structure may remain at 15 feet. For side-loaded garages, a

15-foot front setback applies. This approach supports pedestrian-oriented design and avoids the visual dominance of street-facing garages.

- Side Setbacks: Where a pod abuts another residential parcel, the 5-foot side setback required by RL-5 is maintained. Where a pod abuts open space, the side setback is reduced to 0 feet, allowing buildings to orient toward preserved natural areas and further concentrate development away from sensitive features.
- Rear Setbacks: The RL-5 rear setback of 15 feet is reduced to 10 feet where a lot abuts another residential parcel and to 0 feet where it abuts open space. This deviation supports compact building placement while maintaining appropriate separation between residential uses.
- Maximum Lot Coverage: The maximum lot coverage is increased from 60 percent (RL-5) to 100 percent to accommodate the footprint-based platting approach, under which all land outside the building envelope is owned and maintained by the homeowners' association.
- Lot Width: Minimum lot width is reduced from 40 feet (RL-5) to 30 feet in Pods C, D, E, F, and G only, while Pods A and B retain the 40-foot width. This selective reduction aligns with the clustered development approach and reflects variations in pod layout and adjacency to open space.

The reduction in minimum lot size is a deliberate and necessary component of the PD's building-footprint platting model, under which only the building envelope is platted and all land outside the footprint is owned and maintained by the homeowners' association. This approach allows residential units to be clustered on the most developable portions of the site, rather than spread uniformly across the property as would occur under standard RL-5 lot requirements.

By reducing minimum lot sizes from 4,000 square feet to the pod-specific areas shown on the ODP, the development can concentrate building footprints while permanently preserving surrounding slopes, rock outcroppings, and native vegetation as common open space. This clustering achieves natural feature preservation without increasing overall site density beyond the Residential Low range and while retaining RL-5 height limits and parcel-to-parcel setbacks that ensure compatibility with surrounding neighborhoods.

Therefore, staff finds this criterion to be met.

j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed;

The applicant has provided a detailed and structured Development Phasing Schedule for the Camelback Gardens PD that establishes clear timelines for buildout while allowing flexibility to respond to site conditions and market demand. The project is proposed to be developed in three phases, with individual development pods assigned to each phase based on factors such as site topography, housing type, and anticipated

price point. Within each phase, pods may be developed in any order.

The phasing schedule includes specific deadline requirements for each phase, requiring that at least one pod within a phase obtain a first planning clearance or record a first plat by the identified expiration date. These benchmarks extend from Phase 1 beginning in 2028 through Phase 3 concluding in 2043, providing a predictable development horizon while ensuring that approvals do not remain vested indefinitely without activity. The schedule further requires that once development of a pod has commenced, it is completed in accordance with the approved phasing plan, reinforcing orderly and incremental development.

Importantly, the phasing schedule is tied to lapse and reversion provisions, such that failure to meet the established deadlines for a given phase would result in the PD and ODP approvals lapsing for that phase, with zoning reverting to the default RL-5 standards. This mechanism ensures accountability, aligns with the City's planned development regulations, and provides the City with a clear remedy should Development not proceed as approved. Any request to modify or extend the phasing schedule would be subject to review under the code provisions in effect at the time of the request.

Therefore, staff has found this criterion to be met.

Rezoning Analysis
Pursuant to Section 21.02.150(b)(2) of the 2010 Zoning and Development Code, an Outline Development Plan (ODP) application shall demonstrate conformance with the rezoning criteria set forth in GJMC 21.02.140;

a. Subsequent events have invalidated the original premises and findings; and/or

The subject properties were previously zoned as part of The Ridges PD, which has since lapsed for the undeveloped portions of the site pursuant to Section 21.02.150(f)(1) of the 2010 Zoning and Development Code due to failure to develop in accordance with the approved development schedule. As a result, the original premises and findings supporting The Ridges PD are no longer operative for the subject properties, necessitating a new zoning framework to govern future development.

Since the original zoning approvals, the surrounding area has undergone substantial residential development, largely under planned development frameworks that respond to topographic constraints, infrastructure availability, and site-specific conditions. The subject properties are now surrounded by established residential neighborhoods and conserved open space, creating a context materially different from that contemplated at the time of the original PD approval.

In addition, the City adopted the 2020 Comprehensive Plan, which designates the site as Residential Low within a Tier 1 Urban Infill area. This designation reflects updated policy direction emphasizing infill development, housing choice, preservation of natural

features, and efficient use of existing infrastructure. The original Ridges PD assumptions regarding land use patterns and density predate this policy framework and are no longer aligned with current Comprehensive Plan guidance.

Therefore, staff finds this criterion to be met.

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

The character and condition of the area surrounding the subject properties at 381 and 409 High Desert Road have changed since the original zoning approvals in ways that support the proposed amendment and are consistent with the 2020 Comprehensive Plan. The site is now located within a largely built-out residential context in the Redlands area, characterized by established neighborhoods, conserved open space, and an interconnected street and trail network. This context differs materially from the conditions that existed at the time of the original Ridges PD approval, when much of the surrounding area remained undeveloped.

Over time, residential development in the vicinity has occurred primarily under planned development frameworks, reflecting the area's topographic constraints and the need for flexibility in site design. As a result, the prevailing development pattern in the area is one of clustered residential neighborhoods integrated with open space and trail systems, rather than conventional straight-zone subdivisions. This evolution in development character supports the use of a PD zoning approach to address site-specific conditions while remaining consistent with the Residential Low land use designation.

In addition, the surrounding area has benefitted from incremental improvements to public infrastructure and recreational amenities, including expanded trail connectivity and enhanced access to existing transportation facilities. These changes have reinforced the area's role as a residential neighborhood oriented around access to open space and recreation, consistent with Comprehensive Plan policies encouraging infill development that leverages existing infrastructure and amenities.

The 2020 Comprehensive Plan designates the subject properties as Residential Low within Tier 1 (Urban Infill), reflecting current policy direction that did not exist at the time of the original zoning decision. The proposed rezoning to a new PD aligns the regulatory framework with the present-day character of the area and the Plan's emphasis on context-sensitive residential development, housing choice, and preservation of natural features.

Therefore, staff finds this criterion to be met.

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

The subject properties are located within the City of Grand Junction and are served by existing public and community facilities appropriate for residential development. Domestic water, sanitary sewer, irrigation, electric, and gas services are currently available in close proximity to the site and can be extended into the development without the need for major off-site infrastructure expansion. The proposed rezoning does not introduce a land use or intensity that would exceed the capacity of existing utility systems serving the surrounding residential area.

Public safety services are also adequate to serve the proposed development. The site is within the service area of the City's police department and is served by Fire Station No. 5, which provides fire and emergency medical response to the Redlands area. The proposed street connection between Rana Road and High Desert Road improves local circulation and emergency access, providing additional route options and system redundancy for emergency response and utility maintenance.

The proposal includes the creation of new public park space and formalized trail corridors that enhance recreational access while minimizing long-term City maintenance obligations. Open space areas, internal streets, shared driveways, and certain recreational amenities will be owned and maintained by the HOA, ensuring that maintenance responsibilities are addressed without increasing demand on City resources.

d. 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 applicant asserts that the proposed development represents a unique housing concept and would add diversity to the City's housing stock. While staff acknowledges that the project introduces a specific development model and design approach, this criterion focuses on the availability of appropriately designated land citywide, not the uniqueness of a particular proposal or developer vision.

The housing types and densities contemplated by the proposal— including single-family attached, townhomes, and multifamily development—are already permitted within existing residential zoning districts elsewhere in the city, including districts that allow medium-density residential development. There is no evidence in the record demonstrating that an insufficient supply of land exists within those zoning districts to accommodate the proposed land uses.

Further, the applicant has not provided data or analysis showing a shortage of suitably zoned land for residential development at similar densities, nor has the City made a finding that such a shortage exists. The desire to develop a specific site under a PD framework does not, by itself, establish that other adequately zoned properties are unavailable.

Accordingly, staff finds that this criterion has not been demonstrated to be met.

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

The proposed rezoning provides community and area-wide benefits that align with multiple goals and policies of the 2020 Comprehensive Plan, particularly those related to responsible growth, housing choice, neighborhood connectivity, and access to amenities. The subject properties are located within a Tier 1 (Urban Infill) area, where the Plan prioritizes development that makes efficient use of existing infrastructure and services while accommodating changing housing needs. By enabling infill development on vacant land within an established residential area, the amendment supports managed growth patterns and reduces pressure to develop outlying or rural areas.

The amendment facilitates a range of housing types and a development model that responds to documented community needs for smaller, lower-maintenance housing options and shared amenities. The Comprehensive Plan recognizes that much of the City's vacant residential land is designated for conventional single-family housing and encourages diversification of the housing stock to better serve households of varying sizes, ages, and lifestyles. The PD framework allows for clustering, shared open space, and reduced individual lot maintenance, providing alternatives that are less expensive to serve and better aligned with evolving demographic trends.

The community also derives benefit from improved neighborhood connections and access to recreational amenities. The proposed street connection between High Desert Road and Rana Road improves local circulation, emergency access, and network redundancy, enhancing overall neighborhood functionality. In addition, the project formalizes and improves trail connections that integrate the site into the broader Redlands trail network, advancing Comprehensive Plan goals related to walkability, active transportation, and access to parks and open space.

Finally, the amendment promotes context-sensitive development by allowing building placement and site design to respond to existing neighborhoods, topography, and natural features. This approach reinforces the character of the surrounding area while providing shared gathering spaces such as parks, trails, and community amenities that contribute to strong neighborhood identity and social interaction. Therefore, staff finds this criterion to be met.

Planned Development Requirement Analysis
Pursuant to Section 21.02.150(b)(2) of the 2010 Zoning and Development Code, an Outline Development Plan (ODP) application shall demonstrate conformance with the rezoning criteria set forth in GJMC 21.05;

a. 21.05.020 Default standards. The use, bulk, development, improvement and other standards for each planned development shall be derived from the underlying zoning, as defined in Chapter 21.03 GJMC. In a planned development context, those standards shall be referred to as default standards or default zone. The Director shall determine whether the character of the proposed planned development is consistent with the

default zone upon which the planned development is based. Project-specific development standards, including those that may deviate from the default zone, may be approved only as provided in this chapter and if approved shall be explicitly stated in the zoning/rezoning ordinance approving the proposed planned development project. Each standard of the default zone shall apply unless project-specific standards are established by the PD zoning ordinance.

Section 21.05.020 of the GJMC requires that each PD identify an underlying default zone district from which use, bulk, and development standards are derived, and that any deviations from those standards be explicitly stated and approved through the PD zoning ordinance. For the Camelback Gardens PD, the applicant has identified RL-5 as the default zone district.

Staff finds that the overall character of the proposed PD is consistent with the RL-5 default zone. The project retains the fundamental residential scale, intensity, and form anticipated by RL-5, including a maximum building height of 40 feet, residential-only uses, and an overall density that remains within the Residential Low range when calculated across the full PD area, inclusive of qualifying open space. Side setbacks adjacent to other residential parcels are preserved at 5 feet, maintaining compatibility with surrounding development patterns.

Importantly, clustering is permitted by right within the RL-5 zone district, reflecting the City's intent to allow flexibility in lot design to preserve open space and natural features while maintaining overall density limits. The proposed PD builds upon this existing clustering allowance by establishing a more detailed and site-specific regulatory framework appropriate for the property's topography, environmental constraints, and long-term management model.

The ODP proposes a limited number of project-specific deviations from RL-5 bulk standards, which are clearly identified and quantified in the ODP materials. These deviations relate primarily to minimum lot size, lot width in select pods, front, side, and rear setbacks in specific conditions, and maximum lot coverage. Staff finds that these deviations are targeted, intentional, and directly tied to the PD's clustered, building-footprint platting model, rather than representing a shift away from the underlying default zone.

In particular, the reduction in minimum lot size and increase in lot coverage enable a footprint-based development approach in which only the building envelope is platted, and all remaining land is held in common ownership by a homeowners' association. This approach allows residential units to be concentrated on the most developable portions of the site while preserving slopes, rock outcroppings, and native vegetation as common open space—an outcome consistent with the purpose of clustering provisions already allowed in RL-5.

While some bulk standards reflect elements found in higher-density residential districts, staff finds that these deviations do not alter the overall residential low character of the

development. The PD retains RL-5 height limits, maintains separation between residential parcels, and does not increase overall site density beyond what is permitted under the Comprehensive Plan. All deviations are explicitly identified and proposed to be approved through the PD zoning ordinance, as required by Section 21.05.020.

Therefore, staff finds this criterion to be met.

b. 21.05.030 Establishment of uses. (a) Uses Allowed. At the time of zoning a parcel to PD, the City Council shall determine the allowed uses. Only uses consistent in type and density with the Comprehensive Plan may be allowed within a PD. The type and density of allowed uses should generally be limited to uses allowed in the default zoning. (b) Adoption and Modification of Authorized Uses. The City Council, at the time of establishing a PD zone, shall list uses that are authorized by right or by conditional use permit. All uses, whether by right or conditional use permit, shall be subject to all applicable permit and approval processes established in this code. The rezoning process shall be used to modify the authorized use list for any planned development.

The Camelback Gardens PD identifies RL-5 as the default zoning district and limits allowed uses to residential and accessory uses that are consistent in type, intensity, and density with the Residential Low land use designation. At the time of rezoning, the PD establishes a defined list of authorized uses, all of which are subject to applicable permit and approval processes.

Allowed uses within the PD are limited to single-family detached, single-family attached, duplex, and multifamily residential, along with community gardens and open space amenities. These uses are either permitted by right within the RL-5 zone district. No commercial, office, or institutional uses are proposed, and the PD does not introduce use types that would otherwise require a higher-intensity zoning designation.

The distribution of housing types within the PD is intentionally structured to respond to the existing character of surrounding neighborhoods and to provide a contextual transition in scale and intensity across the site. The southern portion of the development (381 High Desert Road) is adjacent to the Redlands Mesa subdivision, where residential lot sizes generally range from approximately 0.3 to 0.8 acres. In recognition of this context, the PD limits housing types in this area primarily to single-family detached and single-family attached units, maintaining compatibility with the established development pattern to the south.

The northern portion of the site (409 High Desert Road) abuts the Cobblestone Ridges, Sand Cliff Court, and Rockwood on the Ridges subdivisions, where lot sizes typically range from approximately 0.09 to 0.2 acres. Given this existing neighborhood pattern, the PD allows a broader range of residential housing types in this area, including duplexes, townhomes, and multifamily units, while still maintaining an overall low-density residential character. This graduated approach allows the development to step intensity appropriately across the site rather than applying a uniform housing model.

c. Generally. Planned development shall minimally comply with the development standards of the default zone and all other applicable code provisions, except when the City Council specifically finds that a standard or standards should not be applied. Planned development shall comply with GJMC 21.02.150.

The Camelback Gardens PD identifies RL-5 (Residential Low-5) as the default zone district and generally complies with the applicable development standards of that district, as required by GJMC 21.05.020 and 21.02.150. Where deviations from RL-5 standards are proposed, they are limited in scope, explicitly identified in the ODP, and requested to support a clustered, footprint-based development model that preserves open space and natural features while maintaining Residential Low density.

All proposed deviations are subject to review and approval by the City Council and are expressly established through the PD zoning ordinance. Therefore, staff finds the criterion to be met.

d. Residential Density. Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone.

Dwelling unit density within the Camelback Gardens PD complies with the minimum and maximum density standards of the Residential Low land use designation and the RL-5 default zone. When calculated across the entire PD area, inclusive of qualifying open space, the proposed maximum of 90 dwelling units results in an overall density of approximately 3.6 dwelling units per acre, which falls within the permitted 2.0 to 5.5 du/ac range. Staff finds this criterion met.

e. Minimum District Size. A minimum of five acres is recommended for a planned development unless the Planning Commission recommends and the City Council finds that a smaller site is appropriate for the development or redevelopment as a PD.

The subject properties collectively encompass approximately 25.27 acres, exceeding the minimum recommended size of five acres for a PD. The site size is sufficient to support a coordinated development pattern, internal circulation, open space preservation, and phased implementation. Staff finds this criterion met.

f. Development Standards. Planned development shall meet the development standards of the default zone or the following, whichever is more restrictive. Exceptions may be allowed only in accordance with this section.

The Camelback Gardens PD identifies RL-5 as the default zone district and generally meets the development standards of that district. Where the ODP proposes standards that differ from RL-5, those deviations are clearly identified, limited in scope, and requested in accordance with the PD provisions of the Code. All proposed exceptions are subject to City Council approval and would be expressly established through the PD zoning ordinance. Staff finds this criterion met.

g. Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that: (i)Buildings can be safely designed and that the design is compatible with lesser setbacks. Compatibility shall be evaluated under the International Fire Code and any other applicable life, health or safety codes; (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 features.

The Camelback Gardens PD proposes reduced setbacks from the RL-5 default standards in limited and specific circumstances. Staff finds that the requested reductions meet the criteria for approval as outlined in this section.

First, buildings within the PD can be safely designed and are compatible with reduced setbacks. All development remains subject to the International Fire Code and other applicable life, health, and safety codes at the time of subdivision and building permit review, ensuring adequate fire separation, access, and emergency response.

Second, where setbacks are reduced, the design is offset by increased buffering and access to common open space. Reduced setbacks frequently occur where structures abut preserved open space rather than another residential parcel, providing functional separation and mitigating potential impacts. In addition, shared open space, trails, and recreational amenities serve as buffers and enhance the overall site design.

Finally, reduced setbacks support the protection of steep slopes, rock outcroppings, and other environmentally sensitive features by allowing development to be clustered on more suitable portions of the site. This approach minimizes grading and disturbance of natural features while maintaining the overall low residential density. Therefore, staff finds this criterion met.

h. Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

The Camelback Gardens PD is required to provide a minimum of twenty percent open space pursuant to the RL-5 default zone standards. The total PD area consists of approximately 25.27acres, which includes 10.29 acres of developable land and approximately 14.98 acres of existing preserved open space.

Based on the total site area, the minimum open space required would be approximately 5.06 acres. The proposal provides approximately 15.01 acres of open space, exceeding the minimum requirement by approximately 9.95 acres.

In other words, the PD dedicates approximately 59 percent of the total site area as open space, which substantially exceeds the required twenty percent minimum. This does not include the additional 15,079 square feet (approximately 0.35 acres) of newly dedicated public park and trail corridor land.

The open space is permanently preserved through a combination of common ownership, easements, and public dedication, and is integrated into the site design to support natural feature preservation, buffering, and recreational access. Staff finds this criterion met.

i. Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

Where the development abuts previously developed residential properties, fencing and landscape buffering will be installed in compliance with GJMC 21.04.040(i). No deviations from fencing or screening standards are requested in these locations.

Where the development abuts open space, fencing is not required by the Code and none is proposed. In these areas, separation and buffering are provided through preserved open space, topography, and landscaping. Staff finds that the proposed fencing approach complies with applicable Code requirements and that this criterion is met.

j. Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

The Camelback Gardens PD proposes landscaping that complies with GJMC 21.06.040. The applicant is not requesting any deviations from the City's landscaping standards, and all required landscaping will be provided in accordance with the Code.

For residential subdivisions, landscaping is required within commonly held ownership tracts and along perimeter streets, as applicable. Internal streets are not subject to perimeter street landscaping requirements. High Desert Road is not considered a perimeter street for purposes of this development; therefore, perimeter street landscaping is not required along that frontage. Landscaping within common areas and open space tracts will be installed and maintained by the homeowners' association.

The proposed public park will be landscaped in compliance with the City's landscaping standards, including permitted plant materials, and the final design will be coordinated with the City of Grand Junction Parks and Recreation Department. Based on these factors, staff finds that the proposed development meets the landscaping requirements of GJMC 21.06.040 and that this criterion is satisfied.

k. Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

The Camelback Gardens PD will provide off-street parking in compliance with GJMC 21.06.050. The applicant is not requesting any deviations from the City's parking standards. Because the ODP establishes zoning and development parameters rather than final lot configurations or building types, specific parking quantities and layouts cannot be finalized at this stage. Parking compliance will therefore be reviewed at the time of subdivision review, when final housing types, unit counts, and site layouts are

established.

Staff finds that this criterion is met.

l. 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 Camelback Gardens PD will comply with applicable street, alley, and easement standards as set forth in Title 29 of the GJMC (Transportation Engineering Design Standards) and GJMC 21.06.060. The applicant is not requesting any deviations from these standards. Because the ODP establishes zoning and general development parameters rather than final engineering design, detailed street sections, alignments, and easement configurations will be reviewed for compliance at the time of subdivision and engineering review.

Staff finds that this criterion is met.

m. Deviation from Development Default Standards. The Planning Commission may recommend that the City Council deviate from the default district standards subject to the provision of any of the community amenities listed below. In order for the Planning Commission to recommend and the City Council to approve deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include: (1) Transportation amenities including, but not limited to, trails other than required by the multi-modal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelters; (2) Open space, agricultural land reservation or land dedication of 20 percent or greater; (3) Community facilities for provision of public services beyond those required for development within the PD; (4) The provision of affordable housing for moderate, low and very low income households pursuant to HUD definitions for no less than 20 years; and (5) Other amenities, in excess of minimum standards required by this code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

The Camelback Gardens PD proposes limited deviations from the RL-5 default development standards. Pursuant to this criterion, such deviations may be recommended by the Planning Commission and approved by the City Council when the PD provides community amenities in excess of what would otherwise be required by the Code. Staff finds that the proposed development satisfies this requirement through the provision of qualifying amenities under items (1), (2), and (5).

Transportation Amenities

The project provides transportation-related amenities that exceed minimum code requirements through the construction, improvement, and formalization of trail connections beyond those required by the City's adopted multi-modal plan. These include new trail segments, improved trail alignments, and maintenance or

reconstruction of existing trails to enhance safety, durability, and connectivity within The Ridges open space system. These trail-related improvements represent amenities above and beyond standard development requirements.

Open Space Dedication
The Planned Development provides open space well in excess of the minimum required by the default zone. The project preserves approximately 15.01 acres of open space, representing approximately 59 percent of the overall site area, which substantially exceeds the required twenty percent minimum. This level of open space dedication is directly enabled by the clustered development approach and constitutes a significant community benefit supporting the requested deviations.

Other Community Amenities
Additional amenities provided by the project exceed minimum code requirements and further justify the proposed deviations. These include the dedication of a publicly accessible park, the establishment of permanent trail corridor easements in areas previously used informally by the public, and the long-term maintenance of open space, trails, and recreational amenities through a homeowners' association. These features enhance public access, improve long-term stewardship, and reduce ongoing City maintenance responsibilities.

Therefore, staff finds this criterion met.

STAFF FINDINGS OF FACT AND RECOMMENDATION
After reviewing PLD-2023-121, a request to consider a Planned Development (PD) and Outline Development Plan (OCP) for the proposed Camelback Gardens development that will rezone the property from PD to PD and establish an overall PD ODP for the entire property, staff makes the following findings of fact.

1. The Camelback Gardens PD ODP meets the rezone criteria in Section 21.02.140 of the Zoning and Development Code as applicable to the rezone of the property and the PD ODP.
2. The Camelback Gardens PD ODP meets the PD and ODP criteria in Sections 21.02.150 and 21.05 of the Zoning and Development Code.
3. Long-term community benefit will be derived from development of the project.
4. The Applicants have taken and will take appropriate measures to minimize the impact on hillsides of slopes greater than 30 percent, minimize the amount of hillside cuts, and have taken measures to mitigate the aesthetic impact of cuts through landscaping or other measures such that development on slopes of greater than 30 percent may be permitted.
5. The default zone districts shall be defined as follows: Low Density Residential – RL-5 (Residential Low 5 du/ac)
6. The project meets criteria to allow approval of deviations to the proposed default zone.

Therefore, Staff recommends approval of the PD ODP for the Camelback Gardens

development with an expiration date of December 31, 2043, with the ODP being subject to and conditioned on the Applicants, or its successor(s) in interest if any.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to reschedule an ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens development on 25.27 Acres located at 409 and 381 High Desert Road over a 17-year timeframe for a tentative public hearing of April 1, 2026.

Attachments

1. Draft Planning Commission Minutes for Council- 2026 - Feb 10
2. Outline Development Plan Map
3. Project Narrative
4. Neighborhod Meeting Documentation
5. Public Comment Packet
6. Development Application
7. Exhibit 5. ORD - Camelback Gardens PD - Corrected Ordinance

GRAND JUNCTION PLANNING COMMISSION
February 10, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, Ian Thomas, Greg Palmer, and Caleb Abeloe.

Also present were James Campbell (Staff Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kathryn Phillips (City Development Engineer), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 48 members of the public in attendance, and 5 virtually.

Chair Weckerly noted that items 5 and 6 were being pulled from this agenda for future consideration at a date uncertain.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 27, 2026.

   Commissioner Quintero moved to approve the Consent Agenda.

   Commissioner Moore seconded; motion passed 7-0.

REGULAR AGENDA

1. **370/374 29 Rd Rezone** **RZN-2025-466**
   Consider a Request by Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver to Rezone Approximately 12.89 Acres From RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road.

   Staff Presentation
   Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

   Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions. She noted that the current request was only for the rezone and there were no plans for future development at this time.

   Questions for Staff

DRAFT

Commissioner Palmer asked staff to address a public comment about the viability of 29 Rd to handle any additional traffic generated by future development.

Commissioner Moore clarified that the parcels were currently separate.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 5:54 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 5:54 p.m. on February 10, 2026.

Discussion
Commissioner Zyvan commented that 29 Rd is an arterial road and should be able to accommodate the additional traffic from future development.

Motion and Vote
Commissioner Zyvan made the following motion "Madam Chairman, on the Rezone request for the property located at 370 and 374 29 Road, City file number RZN-2025-466, 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 Quintero seconded; motion passed 7-0.

2. **Kimball-Noland Rezone** **RZN-2025-551**

Consider a request by Enlightened Real Estate Fund, LLC to rezone approximately 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction. The parcels are addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; along with parcels numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021.

Staff Presentation
Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions.

DRAFT

Questions for Staff
Chair Weckerly asked about the limited access to the parcels on Kimball Ave and if staff thought that would present challenges for future development.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:15 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:15 p.m. on February 10, 2026.

Discussion
Commissioners Moore and Quintero indicated their approval of the rezone.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the rezone 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction City file number RZN-2025-551, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Weckerly noted that her earlier question was only to ensure there could be adequate access at time of development.

Commissioner Palmer seconded; motion passed 6-0. Commissioner Thomas did not indicate favor or opposition.

3. Zoning Code Amendments – Q1 2026 ZCA-2026-26
Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

DRAFT

Commissioner Zyvan asked why 14 feet was the standard width for street frontage landscaping. He asked why the landscaping requirement was being preserved for collector and arterial street classifications.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:31 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:31 p.m. on February 10, 2026.

Discussion
Commissioners Palmer and Zyvan expressed their appreciation for the staff's efforts.

Commissioner Moore and Chair Weckerly expressed interest in a future discussion about reducing the street frontage landscaping requirements along collector and arterial roads.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-26, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report."

Commissioner Zyvan seconded; motion passed 7-0.

4. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

Chair Weckerly stated that she owned property that abutted the subject parcels but did not feel that this would impact her decisions on the request.

Staff Presentation
Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Mike Stubbs provided some context for the request and was available for questions.

DRAFT

Applicant Scott Preisendorf gave a presentation on the request and was available for questions.

Questions for Staff
Commissioner Quintero asked how preserved open space was evaluated for accessibility and usability.

Commissioner Moore asked for clarification on what land was exchanged between the applicants and the City. He asked why the City-owned open space was used for calculating density within the future PD. He asked what would happen if the ODP was not adopted or if it lapsed in the future.

Commissioner Zyvan asked what the total acreage is for the PD.

Commissioner Abeloe asked if the proposed PD was consistent with the previous PD. He asked what the allowed maximum density was under the previous PD.

Commissioner Palmer asked if the number of variances being requested was unusual. He asked if the 40-foot maximum height was standard.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

Chris Mcanany commented on the proposed density, compliance with the Comprehensive Plan, and minimum open space requirements. He urged the Commission to vote “no” on the request.

Carol Bierbowe expressed concerns with increased traffic created by this development and inadequate pedestrian infrastructure [sidewalks] on Rana Rd.

Rick Beauheim expressed concerns with increased traffic on Rana Rd. He suggested that High Desert Rd and Rana Rd should terminate in cul-de-sacs on Lots 1 & 2 respectively. He also suggested limiting the allowed density to RL-4 and disallowing the development to include the City-owned open space in the density calculations.

Bill Larsen speculated that future development would adversely impact drainage on Rana Rd. He also advised looking into future challenges with irrigation.

Jane Huston echoed the previous comments on safety, density, irrigation, and drainage and requested the density be capped at RL-4 without consideration of the City-owned open space.

Lisa Howfield commented that this hearing was not appropriately advertised. She shared her concerns about the increased traffic and the incongruity with the surrounding area.

Ken Delay agreed with the previous comments regarding drainage, inadequate pedestrian and vehicle infrastructure, and increased traffic on Rana Rd.

DRAFT

John Hatch agreed with the previous comments and added that Rana Rd doesn't have shoulders nor sidewalks.

Rick Garcia urged the commission to deny the ODP for Camelback Gardens. He disagreed with the use of the City-owned open space for density calculations. He requested a property value study and a traffic impact study be done prior to any development in Camelback Gardens. He argued that connecting High Desert Rd and Rana Rd would increase traffic and pollution for the surrounding area.

Chris Hines expressed his concerns with the use of the City-owned open space to calculate density. He commented that the topography on these parcels is largely undevelopable and the City gained nothing through the land exchange.

Ralph Wahlers expressed concerns with the 40-foot building height possibility. He commented that dead-end streets have lower crime rates due to their limited access and circulation. He echoed the previous comments on the mismatch of proposed development types and drainage on Rana Rd.

Dee Wernette commented on the bottleneck of traffic at the intersection of Ridges Blvd and Broadway and that it would be exacerbated by connection of Rana Rd. He wondered about the precedent being set for future density of similar areas.

Tyler Urnquist echoed the previous comments on crime statistics, lack of pedestrian infrastructure, increased noise, the City-owned open space being used in density calculations, and erosion on Rana Rd. He added that small parks/open spaces often go unused by the surrounding property owners. He suggested no high-density housing, no multifamily units, and no attached units.

Leanne Mumpy commented on the wildlife and suggested wildlife corridors.

Bill Gulley noted that he likes his yard and outdoor recreation. He agreed with the suggestion of cul-de-sacs. He echoed concerns about stormwater runoff and suggested an engineering firm be hired to evaluate underground detention.

Susan Bierman commented on the limited parking availability on Rockwood Ln. She noted there was no public or guest parking shown in Mr. Preisendorf's presentation.

Brendon Shuey agreed with the previous comments on setbacks, building height, grading, density along property edges, and character of outdoor spaces. He proposed increased setbacks, stronger buffering, or density stepdown.

Dana Nkana commented that he moved to the area because it was quiet and had a low volume of traffic.

DRAFT

The public comment period was closed at 8:25 p.m. on February 10, 2026.

Mike Stubbs stated that many of the issues brought up in the public's comments would be addressed at time of subdivision.

There were questions from the Commission regarding the use of the City-owned open space and what the previous PD contemplated for maximum density.

Jamie Beard noted that the amended plat for The Ridges Filing 6 showed a proposed density for the subject parcels as 4 dwellings per acre and that she was not aware of any amendments to allow 120 units to be constructed as Mr. Stubbs had indicated previously. She elaborated that the 2 lots that are now "Camelback Gardens" were never designated as multifamily or high-density developments on previous plats. She explained that since the development was allowed to include the City-owned open space in their density calculation they technically met the open space requirements for clustering and other deviations from bulk standards.

Commissioner Quintero asked Kathryn Phillips if there were any studies done on how to alleviate traffic on Rana Rd. She responded that an impact study had not been done but could be required at time of subdivision. Commissioner Quintero asked what would happen if a traffic impact study was done and the traffic exceeds projections. Daniella Acosta responded that there

Chair Weckerly asked if the connection between High Desert and Rana was a requirement of parcel development. She asked if density was changed by clustering.

Commissioner Moore asked if undevelopable land being used to calculate density was used in other areas. Using City land to contribute to open space/density calculations.

Commissioner Palmer asked about the differences between the RL-4 and RL-5 zone districts.

Commissioner Abeloe asked if this request would have been approved under the previous PD.

Commissioner Zyvan … asked about the decisions that had already been made by City Council.

Commissioner Thomas asked about sidewalk requirements.

The public hearing was closed at 8:59 p.m. on February 10, 2026.

Discussion
Commissioner Abeloe

Commissioner Palmer

Commissioner Quintero

Commissioner Moore

DRAFT

Commissioner Zyvan

There were comments from the commission regarding the number of units being proposed, the infill development, lower accident rates with increased foot traffic, the TEDS exception for sidewalks, the use of open space for the density calculations.

Motion and Vote
Commissioner Quintero made the following motion “Madam Chair, on the Planned Development (PD) Outline Development Plan (ODP) for the proposed Camelback Gardens development that will rezone a property from PD to PD and establish an overall PD ODP for the entire property for the property located at 381 and 409 High Desert Road, City file number PLD-2023-121, I move that the Planning Commission forward a recommendation of approval to City Council with the Findings of Fact and imposition of an expiration date on the ODP of December 31, 2043, as listed in the staff report.”
Commissioner Abeloe seconded; motion passed 6-1.

5. Zoning Code Amendment – Significant Trees ZCA-2026-51
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Significant Trees.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

6. Zoning Code Amendment – Certified Irrigation Designers ZCA-2026-50
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Certified Irrigation Designer.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

OTHER BUSINESS

ADJOURNMENT
Commissioner Quintero made a motion to adjourn the meeting.
The vote to adjourn was 7-0.

The meeting adjourned at 9:25 p.m.

DRAFT

TITLE OF ORIGINAL DOCUMENT: NVIZ-CAMEL OVERALL DEVELOPMENT PLAN 12-17-2025.dwg
For accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.

Exhibit A

Proposed Dimensional Standards - RL5

	MIN LOT SIZE		MINIMUM SETBACKS			MAX. LOT COVERAGE	MAX. HEIGHT FEET (5)
	AREA (SQ. FT)	WIDTH (FT.)	FRONT	SIDE (4)	REAR (4)		
POD A	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD B	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD C	1,200	30	15(1) / 20(2) /15(3)	5 / 0	10 / 0	100%	40
POD D	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD E	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD F	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD G	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40

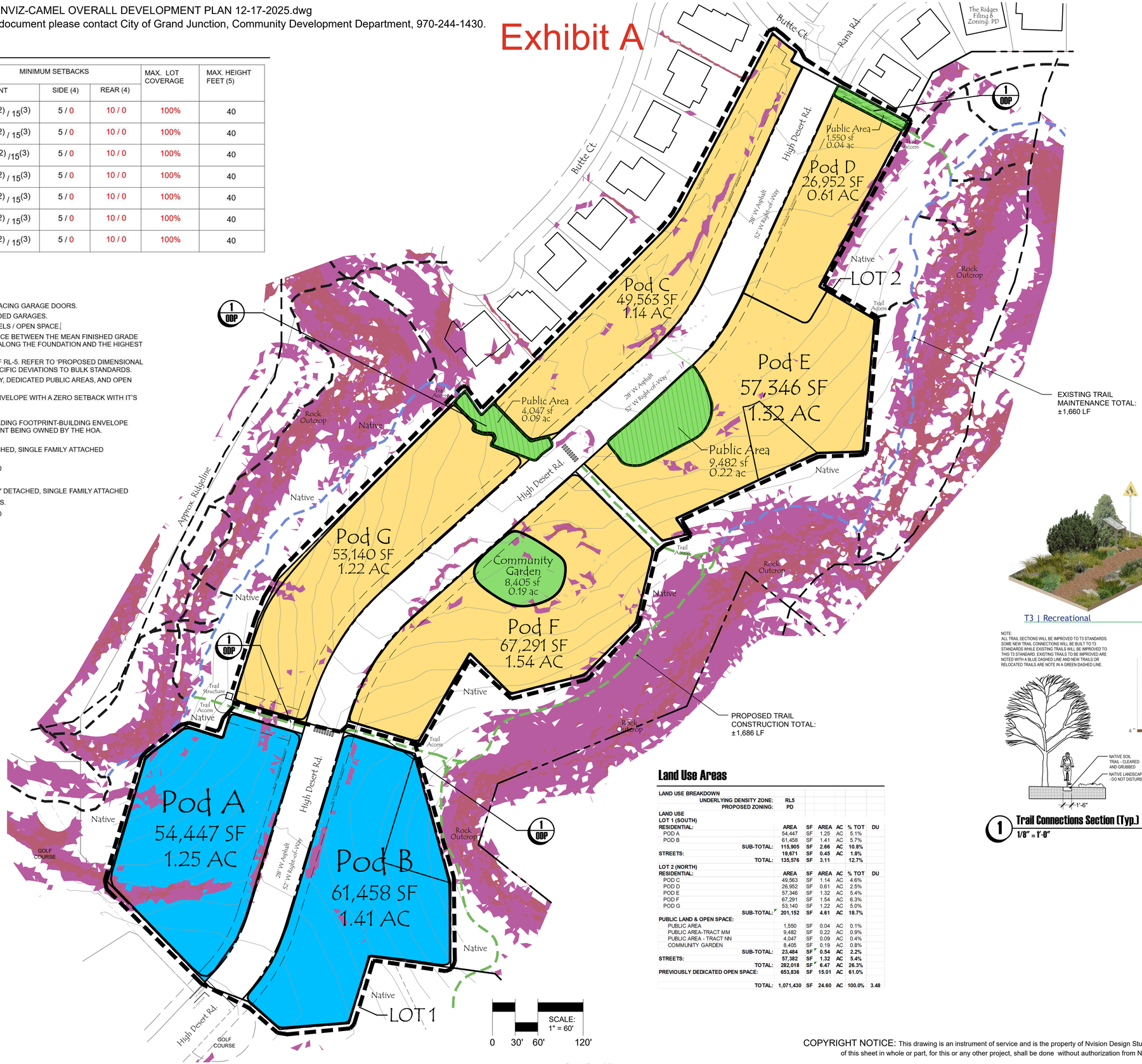
NOTES:

(1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
(2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
(3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
(4) ADJACENT DEVELOPMENTS RESIDENTIAL PARCELS / OPEN SPACE.
(5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR FACADE.
(6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RL-5. REFER TO 'PROPOSED DIMENSIONAL STANDARDS' TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
(7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
(8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH IT'S PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

PODS A & B ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 20

PODS C, D, E, F & G ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 70



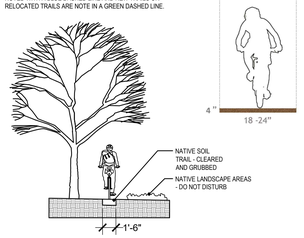
Land Use Areas

LAND USE BREAKDOWN						
UNDERLYING DENSITY ZONE:	RL5					
PROPOSED ZONING:	PD					
LAND USE						
LOT 1 (SOUTH)						
RESIDENTIAL:	**AREA**	**SF**	**AREA**	**AC**	**% TOT**	**DU**
POD A	54,447	SF	1.25	AC	5.1%	
POD B	61,458	SF	1.41	AC	5.7%	
SUB-TOTAL:	**115,905**	**SF**	**2.66**	**AC**	**10.8%**	
STREETS:	**19,671**	**SF**	**0.45**	**AC**	**1.8%**	
TOTAL:	**135,576**	**SF**	**3.11**		**12.7%**	
LOT 2 (NORTH)						
RESIDENTIAL:	**AREA**	**SF**	**AREA**	**AC**	**% TOT**	**DU**
POD C	49,563	SF	1.14	AC	4.6%	
POD D	26,952	SF	0.61	AC	2.5%	
POD E	57,346	SF	1.32	AC	5.4%	
POD F	67,291	SF	1.54	AC	6.3%	
POD G	53,140	SF	1.22	AC	5.0%	
SUB-TOTAL:	**201,152**	**SF**	**4.61**	**AC**	**18.7%**	
PUBLIC LAND & OPEN SPACE:						
PUBLIC AREA	1,550	SF	0.04	AC	0.1%	
PUBLIC AREA-TRACT MM	9,482	SF	0.22	AC	0.9%	
PUBLIC AREA - TRACT NN	4,047	SF	0.09	AC	0.4%	
COMMUNITY GARDEN	8,405	SF	0.19	AC	0.8%	
SUB-TOTAL:	**23,484**	**SF**	**0.54**	**AC**	**2.2%**	
STREETS:	**57,382**	**SF**	**1.32**	**AC**	**5.4%**	
TOTAL:	**282,018**	**SF**	**6.47**	**AC**	**26.3%**	
PREVIOUSLY DEDICATED OPEN SPACE:	**653,836**	**SF**	**15.01**	**AC**	**61.0%**	
TOTAL:	**1,071,430**	**SF**	**24.60**	**AC**	**100.0%**	**3.48**



T3 | Recreational

NOTE:
ALL TRAIL SECTIONS WILL BE IMPROVED TO T3 STANDARDS. SOME NEW TRAIL CONNECTIONS WILL BE BUILT TO T3 STANDARDS WHILE EXISTING TRAILS WILL BE IMPROVED TO THIS T3 STANDARD. EXISTING TRAILS TO BE IMPROVED ARE NOTED WITH A BLUE DASHED LINE AND NEW TRAILS OR RELOCATED TRAILS ARE NOTE IN A GREEN DASHED LINE.



1 Trail Connections Section (Typ.)
1/8" = 1'-0"

Project Name:
Camelback Gardens
Grand Junction, Colorado

Landscape Architect:

NVISION DESIGN STUDIO, INC.
677 25 Road Grand Junction, CO 81505
Phone: 970.210.2155 Email: rb@nviz.biz
Web: www.nviz.biz
Landscape Architecture | Visual Simulation | Graphic Design

Registration:
Robert A. Breseden LA 462
03/21/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Legend

- 30%+ SLOPES
- OPEN SPACE / PUBLIC AREA
- MULTI-FAMILY RESIDENTIAL (ATTACHED)
- SINGLE FAMILY RESIDENTIAL (DETACHED)
- EXISTING TRAIL MAINTENANCE
- PROPOSED TRAIL CONSTRUCTION

ODP NOTES:
1. THERE ARE NO EXISTING WETLANDS ON SITE.
2. THIS SITE IS OUTSIDE ANY 100-YEAR FLOOD PLAIN.

Submittal:

Sheet Title:
Outline Development Plan

Project: Camelback Gardens
Date: December 17, 2025
Scale: 1" = 60'
Sheet: 1 ODP North

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General Project Report

Camelback Gardens

Outline Development Plan

Developers: Michael Stubbs & Upland Homes, Inc.



Colorado Land Advisor, Ltd.
+ PLACES
Planning + Land Advisor + Civil Engineering + Stormwater Management
300 Main Street | Suite 308 | Grand Junction, CO. 81501 970.812.3288
Designing Colorado's Best PLACES | ColoradoLandAdvisor.com

Camelback Gardens ODP

This report is the property of Colorado Land Advisor, Ltd., it's successors, and assigns.



Planning + Design + Land Advisor + Stormwater Management
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Designing Colorado's Best PLACES | ColoradoLandAdvisor.com

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As an urban planner much experience and research has gone into compiling data for this report. Information was collected from various sources and every attempt has been made to acknowledge the contributing sources. Any errors of omission are unintentional and should be brought to the attention of the author as soon as possible.
'Creating One Colorado by Designing Colorado's Best PLACES'

Revision 7 31MAY25

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Introduction

The properties which are subject to this ODP request are located at 381 and 409 High Desert Road in the Redlands area of Grand Junction.

The purpose of this Project Report is to outline the proposed project along with the features and proposed bulk standards which are designed to meet the evolving household culture within Grand Junction. The ODP meets the intent of the Comprehensive Plan with the compatibility of land uses. Improvements within Camelback Gardens will happen within individually platted pods, with the overall plan having a varying consistency which matches the original Ridges PUD. Zoning for the entire property or for each development "pod" will be established through this ODP. With this ODP, the pattern of development is established with densities assigned to the project. Currently the project is envisioned with up to 90 building envelopes.

This project being proposed would be for residential single family, single family attached, and multifamily housing in one of the most desirable neighborhoods of Grand Junction. The ODP takes into consideration outstanding views, easy access to hiking, biking, and the growing Downtown of Grand Junction. Camelback Gardens will be managed by an HOA.

One of the best parts about living in Grand Junction is the ease and quickness of getting to your destination without the headache of traffic. Many of the people that are moving into Grand Junction are here for the adventures.

These adventure seekers are also appreciative of the land that surrounds them. At Camelback Gardens it is easy to see why. These seekers are often made up of smaller household sizes of 1 & 2 persons.

With Denver's housing markets reaching the average price of over half a million dollars and the population continuing to rise, it is pushing the urban outdoor enthusiast out and West to Grand Junction, 'Colorado's Western Capital'. Future homebuyers have different expectations than what is available through existing home inventory.

Camelback Gardens is envisioned to be developed as smaller, modern, energy efficient homes, as well as a few select golf course adjacent home sites.

Public Benefit

Numerous T1, T2, and T3 trails circumnavigate Camelback Gardens. These natural surface trails connect through The Ridges Open Space to paved, fully developed T4 and T5 trail networks. These in-turn connect to the T6 Riverfront Trail system which provide opportunities for all trail user types. Walkers, hikers, trail runners, mountain bikers, and dog owners will be able to go out directly to their private trailhead to connect to this massive trail system.

The Ridges Open Space creates a unique setting which the future Camelback Gardens Final Plan will strive to integrate with.

Trail connections which are now on private property will be constructed to connect Rana Road and High Desert Road to the trail system. These will be entirely new trails.

Existing trails that are immediately adjacent to Camelback Gardens will be improved in cooperation with City of Grand Junction Parks and Colorado Plateau Mountain Bike Trail Association, Inc. (COPMOBA) volunteers,

Each of these improvements provide public benefit upon approval of the proposed ODP.

Public Benefit



(e) Needed housing types and/or mix;

Camelback Gardens PD will fulfill several goals of the 2020 Comprehensive Plan. Smaller footprint housing will provide housing for smaller families (67.6% of households consist of 1 and 2 persons). It will also provide the preferred housing type to younger Millennials. It will add to the diversity of housing choices within the Grand Valley with single family, single family attached, and multi-family uses. It will be compatible with The Ridges PD wherein there are single family, single family attached, townhomes, duplexes, condominiums, and apartments. Camelback Gardens PD provides three possible uses within a single development. Unlike typical single family developments, all outdoor space will be owned and maintained by a homeowners association (HOA). The HOA will provide a high level of maintenance to the future homeowners. The HOA will maintain the landscaping and handle snow removal services. The development model leads us to the need for an PD rather than a standard subdivision. A straight zone would require the development to meet minimum lots size whereas the ODP will provide flexibility to deviate from the minimum lots size. This enables the development to create a model where only the building footprint is platted and all outside maintenance is performed by the HOA. It will be desired by the 'Recreationally Equipped', those people who live to play. Home and yard maintenance gets in the way of their fun so they will seek a development where someone else worries about mowing the grass and shoveling the snow, as in a planned development. The smaller footprint also lowers taxes making the homes slightly more affordable.

Public Benefit

The public benefits component of the Camelback Gardens Zoning Code establishes a new neighborhood of housing which is sometimes referred to as 'middle housing'. This housing is more dense than single family homes built on the traditional 1/3 acre lot which is commonly seen around the valley. By creating an ODP the developer and subsequent home builders will be able to build smaller than average homes which makes them more affordable. With the ODP home building sites being smaller, the real estates taxes are reduced, further reducing mortgage payments. By making the homes and homesites smaller a few more homes will fit onto the site. This means more homes are built within the city and pressure to build outside the city on rural lands is reduced. In doing so, we keep the city in the city and the project contributes to protecting open and natural spaces around the valley.

(f) Innovative designs;

The architecture, floor plans, and roof lines will be all new designs. No house plans from other developments will be used. Each building site will be unique. and the plans will adapt to each specific view corridor and grading challenge. Modern desert architectural influences will be seen in the villas final designs. This housing type deviates from the traditional subdivision 'cookie cutter' single family homes on lots. Camelback Gardens will be platting footprints for buildings and using the natural surrounding environment to serve as "front yard/back yard". This is different in that each individual homeowner does not have their own lawns, outdoor space is shared through the homeowners association. The development model being proposed here is a more sustainable (water-wise and preserving the native flora) along with a low maintenance housing model.

(g) Protection and/or preservation of natural resources, habitat areas and natural features; and/or

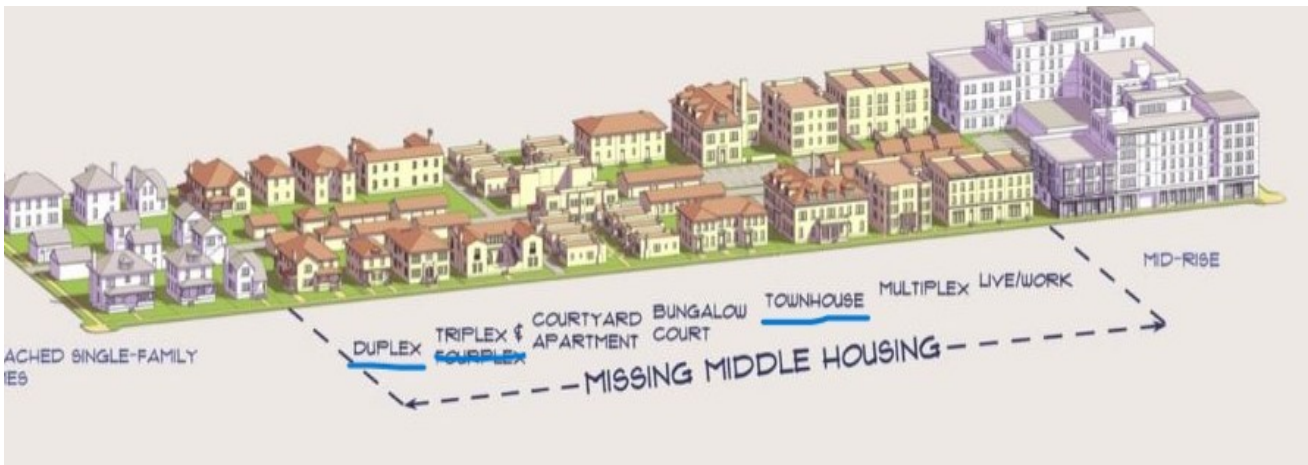
The development of Camelback Gardens will not affect any of the steep grades on the site. Steeper grades and Open Space will not be developed. Development of the project will be in lower portions of the valley on low to moderate grades. The development is well suited for development at a higher density in these areas.

Public Benefit

By developing more housing that is closer to the core of the city, pressure on outlying areas is reduced, urban sprawl is reduced. The project is able to provide screening and buffering by using the rock outcrops and natural topography of the valley. Thus, preserving the same rocks, ridges, and boulders which limits development of the site. Due to this, in areas where development is appropriate a reduction in setbacks is being requested to offset the goal of preservation of natural ridge-lines. Minimum lots size deviations also enable a greater preservation of natural topography and vegetation along the perimeter.

Protection and preservation of natural open space resources and natural features. Note the resulting density of 3.48 DU/AC meets residential low expectations as stated at 21.05.040(b) Residential Density. Future homeowners will partner with the developer's contribution in the Camelback Gardens Homeowners Association (HOA) Fund. The HOA fund will provide a funding source for projects that will benefit the public including building and maintaining sustainable trails; updating and stabilizing parks/open spaces/community service areas; preserving native vegetation and wildlife habitats.

In this case the developer previously dedicated the adjacent Open Space lands in order for them to be set aside for visual enjoyment as well as recreational opportunities. Through this development application the developer is proposing to enhance the Open Space trail system by performing maintenance and reconstruction of portions of The Ridges trail system. These efforts are intended to protect naturally scenic areas by creating a more predictable trail location through building a more curvilinear design. By clarifying the intended trails, less braided trails will be created by users. This helps users to 'stay the trail' and reduce the destruction of native desert plants and cryptobiotic soils.



Public Benefit continued

Characteristics of Middle Housing

Small-Footprint Buildings

These housing types typically have small - to medium-sized footprints. This allows a range of housing types—with varying densities but compatible forms—to be blended into a neighborhood, encouraging a mix of socioeconomic households and making these types a good tool for compatible infill in 2024 The building footprints will be compact starting at 1200 square feet.

Lower Perceived Density

Due to the small footprint of the building types and the fact that they are usually mixed with a variety of building types even on an individual block, the perceived density of these types is usually quite low—they do not look like dense buildings.

Camelback Gardens development may be considered infill as it is on vacant land within The Ridges and these specific parcels were platted in the 1980's, yet they remain vacant. Furthermore, within the 2020 Comprehensive Plan Growth Tiers are identified which designate both 409 High Desert Rd and 381 High Desert Rd as Tier 1 Infill.

This request for PD is to allow the project to deviate from the required screening and buffering standards required by a straight zone. The intent for the development is to use the natural topography and flora to serve as buffering and screening. This will also create a greater sense of community in line with the Missing Middle Housing characteristic. This also promotes a lower impact development model that preserves the natural vegetation and topography.

Smaller, Well-Designed Units

Most Missing Middle housing types have smaller units. The challenge is to create small spaces that are well designed, comfortable, and usable. The ultimate unit size will depend on the context. Smaller-sized townhomes, single family, duplex, and triplex buildings can help developers keep their costs down while attracting a different market of buyers and renters who are not being provided for in existing developments.

Creates Community

Missing Middle Housing creates community through the integration of shared community spaces within the neighborhood and amenities or simply from being located within a vibrant neighborhood with places to eat, drink, and socialize. This is an important aspect in particular considering the growing market of single-person households that want to be part of a community. These smaller households have nearby opportunities for dining and socializing.

The Planned Development will promote a lower impact development model that preserves the natural vegetation. The deviation from privacy fencing standards supports these development goals while building neighborly interactions.

Transportation, Emergency, Egress Services

Access is gained off of Rana Road, which connects to Ridges Blvd off of Ridges Circle. Ridges Blvd then connects to Highway 340/Broadway. Secondarily you may take Highway 340 up Ridges Blvd to High Desert Rd. Ridges Blvd, Ridges Circle, and Rana Road are well-maintained and in good condition. They have a non-standard street section due to no curb, gutter, or sidewalks in most areas. We are connecting High Desert Rd to Rana Rd thus completing one of the city's goals for street connectivity. That is beneficial for emergency and utility services. High Desert Rd will be built to standard street width so that it will allow for on street parking. All shared driveways will be owned and maintained by the homeowners association.

The property is located in: Fire Area "F" as established by the City of Grand Junction Fire Department. Firefighters can respond to emergencies from Fire Station No. 5 located at 2155 Broadway, which is around 3.5 miles away from the project site.

The Grand Junction Fire Department currently employs over 90 full time employees and is one of the largest paid fire departments between Denver and Salt Lake City; the Grand Junction Fire Department has made numerous upgrades to it's service including a new 911 Call Center a few years ago.

Other emergency services are available from the City of Grand Junction Police Department; the Uniform Patrol section was comprised of sworn officers, non-sworn police service technicians, sergeants and lieutenants. Collateral duties such as the Canine Program, SWAT, the Bike Office Program, and Forensic Investigations fall under the Uniform Patrol section. In all, the Grand Junction Police Department has approximately 200 full time law enforcement employees.

Access to each dwelling unit will be gained over an HOA owned tract.

Utility Services and Infrastructure

DOMESTIC WATER – All dwellings within the subdivision will be served by a publicly owned domestic water distribution system. New water services will be extended to each new dwelling from the 8" inch water main owned and operated by Ute Water Conservancy District. Existing lines are stubbed into the property from Rana Road and High Desert Road. New fire hydrants will be located throughout the development. It is estimated that 15,000 – 22,000 gallons per day will be consumed once the development is fully occupied.

SANITARY SEWER – Camelback Gardens is located within the 201/Persigo Boundary. Therefore, new sewage connections will be made to that system via individual 4" lines. There are currently 8" lines at both ends of the property in High Desert as well as Rana Road which can be connected to.

IRRIGATION WATER – The City of Grand Junction manages The Ridges irrigation water system after the water is taken from the Redlands Water and Power ditch. The City has upgraded the system recently. The system is known to be very reliable. It is anticipated that the existing line in Rana Road will be tapped for service to the development. It may be recommended that a loop be created in order to better serve the development. A loop would likely cross through open space to connect back to existing infrastructure.

NATURAL GAS – XCEL Energy has a line in Rana Road and High Desert Road which will be connected to and extended into Camelback Gardens.

DRY UTILITIES

ELECTRIC - XCEL Energy has a line in High Desert as well as Rana Road that can be connected to. These lines have the capacity to serve the development. Lines will be underground on-site.

TELEPHONE – Century Link has a line in High Desert as well as Rana Road which can be connected to. These lines have the capacity to serve the development. Lines will be underground on-site.

CABLE – Spectrum has a line in High Desert as well as Rana Road that can be connected to. These lines have the capacity to serve the development. Lines will be underground on-site.

CELLULAR - Phone reception for each of the carriers is available with signals ranging from excellent (AT&T) to good (Verizon, Sprint and T-mobile).

Soils and Geology

No man-made or natural geologic hazards are known to exist on the subject property. The US Department of Agriculture, Soil Conservation Service, has identified the following soils on the site. (The complete USDA narrative is available from Colorado Land Advisor)

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
87	Persayo-Blackston complex, 6 to 45 percent slopes	14.0	100.0%
Totals for Area of Interest		**14.0**	**100.0%**



Site Geology and Hazards

At the time of the investigation the site consists of open land. The site is gently undulating it runs generally along a valley between two buttes. An unimproved road runs across the side west from the end of Rana Rd to the end of High Desert Rd. Vegetation on the site consist of low grasses, prickly pear cactus, and brush. A few pinions and junipers located on, and adjacent, to the site. Numerous piles of fill dirt are located near the central bottom. This fill generally consists of rock fragments, sand, silt, and clay.

The surrounding vicinity of the site includes residential properties as well as Ridges Open Space lands. Open Space/community service lands contain several predominant rock outcroppings. These outcroppings are largely sandstone and some clay stone. These exposed rock outcroppings are stable and present minimal hazards to the site development. As infrastructure is developed a careful investigation will be performed to remove or relocate any loose rocks from the adjacent area.

Development Schedule

DEVELOPMENT PHASING SCHEDULE:

Camelback Gardens Planned Development shall consist of three Phases which were identified based upon site topography, housing style and price point. Pods within each Phase may be developed in any order to allow the flexibility to respond to market conditions.

Development and phasing are subject to deadlines. To satisfy deadline requirements, a Pod must obtain the First Planning Clearance or record the First Plat by the Requirement Expiration Date.

The Development Phasing Schedule within the Camelback Gardens Planned Development is established as follow:

Phase	Pod	Requirement Expiration Date
Phase 1	A,B	First Pod by December 2028
		Second Pod by December 2031
Phase 2	C,D,E	First Pod by December 2034
		Second Pod by December 2037
		Third Pod by December 2040
Phase 3	F,G	First Pod by December 2040
		Second Pod by December 2043

1. Development Phasing Schedule constitutes a deadline for which development of a portion within each Phase must commence. Once commenced, the development of a Pod shall be completed in accordance with the Development

Phasing Schedule. Should the Development 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 Phase so long as a portion of any Pod has commenced to meet the requirements of the phasing schedule and has completed the requirements of the phasing schedule. If any Phase fails to meet the requirements of the phasing schedule, the approval of the PD and ODP for the specific Phase shall be considered lapsed.
3. Upon lapse of any Phase's development and phasing schedule, the zoning of the lapsed Phase will revert to the default standards of the RL-5 Zoning District.

Response to PD Criteria

21.02.150 Planned development (PD).

(a) Purpose. The planned development (PD) district is intended to apply to mixed use or unique single use projects to provide design flexibility not available through strict application and interpretation of the standards established in Chapter 21.05 GJMC. The PD zone district imposes any and all provisions applicable to the land as stated in the PD zoning ordinance. The purpose of the PD zone is to provide design flexibility as described in GJMC 21.05.010. Planned development rezoning should be used when long-term community benefits will be derived, and the vision, goals and policies of the Comprehensive Plan can be achieved. Long-term community benefits include:

(1) More efficient Infrastructure; **By designing housing that will have 3-4 off street parking spaces this could allow for narrower street sections. This results would be lower long term costs to the City in maintenance of infrastructure items. With the proposed ODP there is very little new infrastructure to be maintained by the City. The extension of a single public street (High Desert Road) is being proposed which will serve the entire 10.6 acre site. The extensive use of shared driveways has diminished the need for the typical public street usage on the site. The use of private shared drives, private sewer lines, and private water lines will greatly reduce public infrastructure to be maintained by the city and public utilities. By designing housing that will have no less than 4 off street parking spaces per unit this could allow for narrower street sections. This results in lower long term costs to the City in maintenance of infrastructure items.**

Surrounding areas were previously dedicated as Ridges Open Space. Thus the <u>new</u> community gardens and shared driveway areas will be dedicated and owned by the HOA with this development. Trails surround and criss-cross the property via tracts and should be considered part of the transportation network.

(2) Reduced traffic demands; **Camelback Gardens will have a trail system in and around it which will encourage more walking throughout the project, these may be used for recreation as well as going to places like the mailbox. Camelback Gardens will have a developed trail system in and around it which will encourage more walking throughout the project, these will be used for recreation as well as going to places like the mailbox. Trails surround and criss-cross the property and should be considered part of the transportation network.**

Response to PD Criteria

21.02.150 Planned development (PD).

Commuter traffic is likely to be impacted in a small way. Some traffic demands will likely be reduced by the fact that all of the residents of Camelback Gardens will have direct access to hiking and biking trails. They will be able to 'Bike-In/Bike-Out '™ of the development rather than loading up their vehicle with bike and gear and drive to some trailhead to begin their recreational riding ritual. Having immediate access to recreation is another factor in how we make good land use decisions. Camelback Gardens contributes to goals that include a connected active transportation system by increasing the number of direct and low-stress connection to key destinations within the city including trailheads for outdoor recreation. With the building and improving trails such as the Watertower Loop, this development should be considered as a preferred type which builds towards this goal.

(3) The improved trail system will provide a greater quality of public and/or private open space;
Adjacent trails with views of the Grand Mesa, Colorado National Monument, Bookcliff Mountains, and Mount Garfield will add to the quality of living in the development. Although the development will be developed at urban densities, all of the surrounding open space was previously dedicated to the city and/or county. This significant feature will create a setting for the parcels to be developed. As a part of the development, the developer will provide monies and labor to improve and make more sustainable the adjacent off-site trail system which circumnavigates the development. These improvements will benefit the entire public. The improved trail system will provide a greater quality of public and/or private Open Space; adjacent trails with views of the Grand Mesa, Colorado National Monument, Bookcliff Mountains, and Mount Garfield will add to the quality of life in Grand Junction. All of the surrounding Open Space was previously dedicated to the city and/or county.

On-site improvements include new park space, new Open Space/community service lands, new garden space, and new connecting trails out into The Ridges Open Space. The improvements on private lands will be owned and maintained by the HOA for the benefit of each of the Camelback Gardens homeowners.

Response to PD Criteria

21.02.150 Planned development (PD).

Future homeowners will partner with the developer's contribution into the Camelback Gardens Homeowners Association (HOA) Fund. The HOA fund will provide a funding source for projects that will benefit the public including building and maintaining sustainable trails; updating and stabilizing parks/Open Spaces; preserving native vegetation; developing an Agrihood COOP for growing and harvesting fruits and vegetables, thus promoting a greener lifestyle rooted in the natural landscapes of The Ridges.

(4) Recreational amenities; and/or **Trails will connect throughout the development. These trails can be used for walking, dog walking, hiking, biking, and jogging. A Trail Shade Structure with boulders for seating will be created near the water tower trail connection. Gardening, walking, hiking, biking, bouldering, are all directly reachable from the project. A future garden will provide a setting for community gardening and be a focal point of residents.**

(5) Needed housing types and/or mix; ***the ODP sets up opportunities for housing choices within a single development. There is a mix housing types that will add diversity to the neighborhood consistent with the goals of the Comprehensive Plan. Principle 5 of the Comprehensive Plan talks about Strong Neighborhoods and Housing Choices while Multi-family housing will also be permitted. Unlike typical single family developments the development, through it's HOA, will provide a high level of maintenance to the future homeowners. The HOA will also maintain the landscaping and handle snow removal services. These services will be desired by aging homeowners and young professionals who do not wish to perform common homeowner duties.***

Response to PD Criteria

21.02.150(b) Planned development - Outline Development Plan (ODP).

(1) Applicability. An outline development plan is required. The purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of a final plat. At ODP, zoning for the entire property or for each "pod" designated for development on the plan is established. This step is recommended for larger, more diverse projects that are expected to be developed over a long period of time. Through this process, the general pattern of development is established with a range of densities assigned to individual "pods" that will be the subject of future, more detailed planning.

(2) Approval Criteria. An ODP application shall demonstrate conformance with all of the following:

(i) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies; **Camelback Gardens ODP will strive to meet several principals of the 2020 Comprehensive Plan.**

Plan Principle 5: Strong Neighborhoods and Housing Choices

By designing and building homes and neighborhoods which align with today's preferred lifestyles. Sustainable living coupled with recreational opportunities are at the core of the development. These values align with more and more persons who chose to live in Grand Junction. These elements part of the bond between neighbors. Neighbors won't be neighbors because they happened to buy in the same development. Neighbors will be drawn to the development by the lifestyle choices afforded them by the amenities within and around Camelback Gardens. This will build a strong neighborhood.

Plan Principle 6: Efficient and Connected Transportation

The connecting of the Redlands Mesa street known as High Desert Road to The Ridges street known as Rana Road will increase efficiencies and reliability for every utility servicing the area. A connected street increases safety. It reduces response times for police and fire. It opens options for getting to where a driver wants to go.

Response to PD Criteria

Comphensive Plan Principles (continued)

Plan Principle 7: Great Places and Recreation

The local of the proposed Camelback Gardens is highly unique. With panoramic views nestled between two rock outcropped ridges the setting is a 'Great Place'. This great place is circumnavigated by trails within the Ridges open space. These trails provide opportunities for dog walking, hiking, bicycle riding, rock climbing, bouldering, bird watching, and more. The proposed development would enhance these opportunities by creating a more sustainable trail network.

Grand Junction Circulation Plan: High Desert Road is classified as a Local Street. Under this proposal High Desert Road would connect to Rana Road. This connection would increase safety and response times as well as allowing for multiple routes of egress for residents in the area.

The Redlands Neighborhood Plan is severely out of date. The last update is over 20 years old. There is no specific mention of this area of The Ridges within the Redlands Plan. Development as a residential area does fulfill the vision of the Ridges Covenants. Developing at the proposed density would be similar and compatible with other sub-areas of The Ridges where in single family homes, townhomes, condominiums and a few commercial properties have been developed.

It will provide housing for smaller families (67.6% of households consist of 1 and 2 persons). It will provide the preferred housing type to younger Millennials. It will add to the diversity of housing choices within the Grand Valley. It will be compatible with previously approved area plans within the The Ridges PD and the Redlands Area.

Response to PD Criteria

Outline Development Plan (ODP) continued

(ii) The rezoning criteria provided in GJMC 21.02.140; **This ODP application is to specifically identify bulk standards and address issues specific to these parcels.**

(iii) The planned development requirements of Chapter 21.05 GJMC; "Zoning for the entire property or for each development "pod" is established at ODP"**. Camelback Gardens ODP will create: (a) More effective infrastructure; (b) Reduced traffic demands;(c) A greater quality and quantity of public and private open space; (d) Other recreational amenities; (e) Needed housing types and mixes; (f) Innovative architectural designs in order to meet density guidelines;** ***Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone as well as reduced setback criteria has been met.***

(iv) The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25; **Camelback Gardens is within the boundaries of The Ridges PD and Redlands Area Plan and will build upon a community which contains diverse housing type and architecture. The Ridges is a mixed density development with limited commerical space. The Redlands Plan is severely out of date at 20 years old.**

(v) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development; **All necessary infrastructure items are currently available on both ends of the project. Dry utilities, wet utilities, and streets exist at the ends of High Desert Road and Rana Road. These will be extended into the project in order to provide public services and facilities to the development. Access is gained off of Rana Road, which connects to Ridges Blvd off of Ridges Circle. Ridges Blvd then connects to Highway 340/Broadway. Secondarily you may take Highway 340 up Ridges Blvd to High Desert Rd. Ridges Blvd, Ridges Circle, and Rana Road are well maintained and in good condition. They have a non-standard street section due to no curb, gutter, or sidewalks in most areas. We are connecting High Desert Rd to Rana Rd thus completing one of the cities goals for street connectivity. That is beneficial for emergency and utility services. High Desert Rd will be built to standard street width so that it will allow for on street parking. All shared driveways will be owned and maintained by the HOA.**

The property is located in: Fire Area "F" as established by the City of Grand Junction Fire Department. Firefighters can respond to emergencies from Fire Station No. 5 which is around 3.5 miles away.

Response to PD Criteria

Outline Development Plan (ODP) continued

Other emergency services are available from the City of Grand Junction Police Department; the Uniform Patrol section was comprised of sworn officers, non-sworn police service technicians, sergeants and lieutenants. Collateral duties such as the Canine Program, SWAT, the Bike Office Program, and Forensic Investigations fall under the Uniform Patrol section. In all, the Grand Junction Police Department has approximately 200 full time law enforcement employees.

(vi) Adequate circulation and access shall be provided to serve all development pods/areas to be developed; **High Desert Road will be connected through to Rana Road in Camelback Gardens. Units will be connected to High Desert Road via shared driveways. Attention to design will ensure all engineering standards (TEDS) and Fire Department requirements are met.**

(vii) Appropriate screening and buffering of adjacent property and uses shall be provided; **Camelback Gardens will be a residential development abutting residential and open space areas. Where it abuts previously developed parcels a 6 foot fence will be installed on the common property lines. The use of the topography and landscaping will aid in buffering. development of the project will be in the lower portions of the valley on low to moderate grades. Alignment of building footprints also build into the design to create buffering.**

(viii) An appropriate range of density for the entire property or for each development pod/area to be developed; **The previously dedicated open space is being used in the calculations. Each pod uses the immediately adjacent open space in its calculations. The ODP is for up to 90 units on the property. The resulting 3.48 density falls within the low density development category as is seen in much of The Ridges neighborhood. Each Phase will will POD has a relatively higher density due to previously dedicated open space, a land exchange, dedication of park space, and, right-of-way being deducted out of the final calculations.**

(ix) An appropriate set of base zone district standards for the entire property or for each development pod/area to be developed. **The purpose of submitting this ODP will be to establish the bulk standards for the uniqueness of Camelback Gardens PD. The underlying RL5 comes close to matching the proposed overall densities. Variations from RL5 are justified on the next page of this GPR and the table on ODP Map.**

(x) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; ***The*** **Phasing Plan is outlined on page 15 of this report.**

Response to PD Criteria

21.02.150(b) Outline Development Plan (ODP) continued

Proposed Dimensional Standards - RL5

	MIN LOT SIZE		MINIMUM SETBACKS			MAX. LOT COVERAGE	MAX. HEIGHT FEET (5)
	AREA (SQ. FT)	WIDTH (FT.)	FRONT	SIDE (4)	REAR (4)		
POD A	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD B	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD C	1,200	30	15(1) / 20(2) /15(3)	5 / 0	10 / 0	100%	40
POD D	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD E	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD F	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD G	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40

NOTES:

(1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
(2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
(3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
(4) ADJACENT DEVELOPMENTS RESIDENTIAL PARCELS / OPEN SPACE.
(5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR FACADE.
(6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RL-5. REFER TO 'PROPOSED DIMENSIONAL STANDARDS' TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
(7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
(8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH IT'S PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

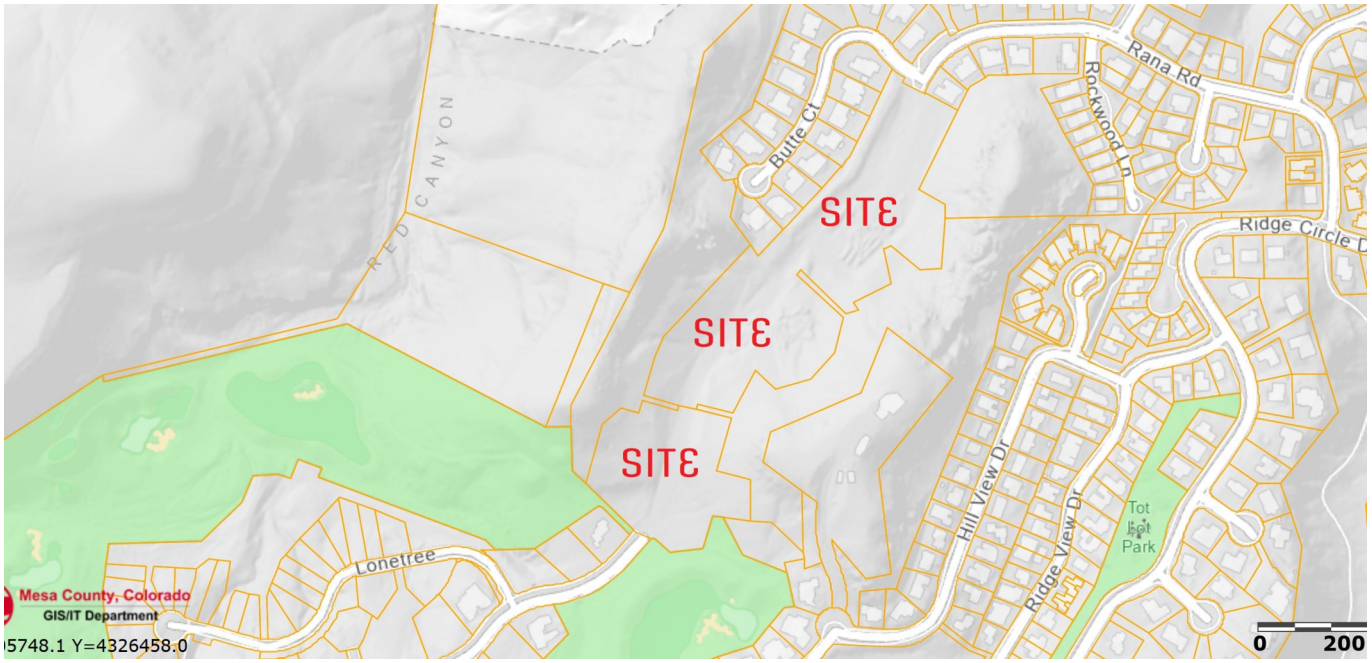
As shown above, all dimensional standards that align with RL5 zone district are in black. Any deviations that the PD is requesting through this ODP process are in red. The intent is to model some bulk standards after RM8 as is common within the Ridges Metro District (RMD). Within the RMD there are a vast array of densities ranging from R2 all the way up to R24. Housing styles cover the spectrum from single family, single family attached, townhomes, and condominiums. Camelback Gardens largely incorporates RL5 in the PD. Changes from this base zone enables the development to more closely align with current market conditions. Residents in the Valley have Endless choices for traditional development. For those seeking to enjoy the recreational lifestyle Camelback Gardens provides and for the maintenance of all exterior landscapes and driveways. This frees up homebuyers to enjoy the new and existing trails surrounding the development. By Creating a clustering of homes we are able to establish tracts of land for trail connections, a park as well as a community garden, This also allows for a higher degree of preservation of natural features and vegetation.

Site Location

The subject site consists of two parcels of land within The Ridges. They are both irregularly shaped. Both parcels are vacant. Ground cover is native landscaping: grasses, a few small trees, and shrubs. The site has a great deal of topography with rock outcroppings and bike trails running through.

The site consists of two parcels of land which total 10.29 acres +/-. Located in Mesa County, Colorado. The latitude and longitude of the approximate center of parcel 2945-202-53-001 is Latitude: 39.061257 and Longitude: -108.618192.

This proposal will include an ODP with varying setbacks to The Ridges open spaces as well as to the abutting developed home lots in The Ridges and in Redlands Mesa.



Response to PD criteria

v. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development,

As stated on page 12 of this report adequate utilities are stubbed into each end of the project, they exist on-site today. A development improvements agreement will be used to guarantee installation during the early phase of each pod.

vi. Adequate circulation and access shall be provided to serve all development pods areas to be developed,

As stated on page 11 of this report an adequate transportation network exists on each end of the project today. Two fully developed streets exist in High Desert Road and Rana Road. Camelback Gardens will connect High Desert Road to Rana Road during the final phases of development, this will increase circulation and safety within the neighborhoods. This is a goal of the Comprehensive Plan.

vii. Appropriate screening and buffering of adjacent property uses and structure shall be provided,

Camelback Gardens will meet the city standards for setbacks to previously developed residential properties. This development is also residential. Landscape buffering and fencing will be installed next to any previously developed residential properties where required by the Code..

viii. An appropriate range of density for the entire property or for each development pod area to be developed,

Land Use Areas and Phasing

LOT 1 (SOUTH)							
RESIDENTIAL:	**AREA**	**SF**	**AREA**	**AC**	**% TOT**	**DU**	**PHASE**
POD A	54,447	SF	1.25	AC	5.1%		1
POD B	61,458	SF	1.41	AC	5.7%		2
SUB-TOTAL:	**115,905**	**SF**	**2.66**	**AC**	**10.8%**		
STREETS:	**19,671**	**SF**	**0.45**	**AC**	**1.8%**		
TOTAL:	**135,576**	**SF**	**3.11**		**12.7%**		
LOT 2 (NORTH)							
RESIDENTIAL:	**AREA**	**SF**	**AREA**	**AC**	**% TOT**	**DU**	**PHASE**
POD C	49,563	SF	1.14	AC	4.6%		3
POD D	26,952	SF	0.61	AC	2.5%		4
POD E	57,346	SF	1.32	AC	5.4%		5
POD F	67,291	SF	1.54	AC	6.3%		6
POD G	53,140	SF	1.22	AC	5.0%		7
SUB-TOTAL:	**201,152**	**SF**	**4.61**	**AC**	**18.7%**		
PUBLIC LAND & OPEN SPACE:							
PUBLIC AREA	1,550	SF	0.04	AC	0.1%		1
PUBLIC AREA-TRACT MM	9,482	SF	0.22	AC	0.9%		4
PUBLIC AREA - TRACT NN	4,047	SF	0.09	AC	0.4%		3
COMMUNITY GARDEN	8,405	SF	0.19	AC	0.8%		6
SUB-TOTAL:	**23,484**	**SF**	**0.54**	**AC**	**2.2%**		
STREETS:	**57,382**	**SF**	**1.32**	**AC**	**5.4%**		
TOTAL:	**282,018**	**SF**	**6.47**	**AC**	**26.3%**		
PREVIOUSLY DEDICATED OPEN SPACE:	**653,836**	**SF**	**15.01**	**AC**	**61.0%**		
TOTAL:	**1,071,430**	**SF**	**24.60**	**AC**	**100.0%**	**3.48**	**DU/AC**

Response to PD criteria

21.02.150 (2)

ix. An appropriate set of base district standards for the entire property or for each development pod area to be developed, and

NOTES:

(1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
(2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
(3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
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CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

PODS A & B ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.

MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 20

PODS C, D, E, F & G ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.

MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 70

PHASING:
THE FIRST FINAL PLAN FOR A CAMELBACK GARDENS POD SHALL BE APPLIED FOR WITHIN 2 YEARS OF THE DATE OF THE APPROVED ORDINANCE.

x. An appropriate phasing or development schedule for the entire property or for each development pod area to be developed.

The first Final Plan would be applied for within 2 years of the date of the approved ordinance and each subsequent phase would be scheduled to start within 3 years of the recording of the prior Phase: Phase 1 by 2027; Phase 2 by 2030; Phase 3 by 2033; Phase 4 by 2036; Phase 5 by 2039; Phase 6 by 2042; Phase 7 by 2045.

Response to Rezone criteria

21.02.140(a) Rezoning.

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

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

Currently, the property is zoned as (PD) Planned Development. We are requesting that the property be zoned to Planned Development for Camelback Gardens due to changes in the surrounding environment and land use. Surrounding developments such as: The Ridges is a Planned Development; Redlands Mesa is a Planned Development; Red Rocks Valley was developed as a PD; Redlands 360 is being developed as a Planned Development. This style of development is common in the area due to topographic restrictions and changing housing market demands.

The original zoning decision was made with the assumption that the surrounding area would remain mixed density residential. And, since that time, the area has undergone significant residential development, and the property is now more suited for a Planned Development than ever before.

According to the recent land use plan adopted by the city in 2020, the area is now designated as a low density residential district, making the original Ridges PD zoning and density less appropriate. Furthermore, market studies conducted in 2021 indicated that the area is now experiencing an increase in residential traffic, reinforcing the need for a non-traditional residential zoning designation.

The proposed rezoning and density adjustment is consistent with the City's Comprehensive Plan, which encourages mixed-density developments in this area to enhance residential housing opportunities and trail connections.

Given the substantial changes in the area's development, infrastructure, and economic conditions, it is clear that the original zoning designation no longer reflects the current realities of the site. The proposed rezoning to Planned Development would better align with the surrounding land uses and the City's future growth plans. These policies include the encouragement of more affordable housing on smaller lots.

Development approvals include time-based requirements which are shown on Page 15 of this report. The Applicant will track the status of those entitlements. The City adopted an entirely new zoning and Development Code as well as a new Transportation and Development Standards Code in early 2024. Camelback Gardens will adapt to these new expectations for infrastructure as well as policy shifts. Nearby Developments are doing the same.

Response to Rezone criteria

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

*I*n response to the rezoning request and in compliance with the criteria outlined in Section 21.02.140(a) of the Grand Junction Municipal Code, we respectfully provide the following explanation regarding how the character and/or condition of the subject area has changed, and how these changes align with the applicable goals and policies of the City's Plan.

Changes in the Area:

Over the past several years, the subject area has undergone significant transformations in terms of both development and infrastructure improvements. These changes include:

Increased Development Activity: The area has experienced a marked increase in residential, commercial, and mixed-use developments. New construction, including multi-family housing and limited retail spaces, has been completed or is actively being developed. This shift reflects a growing demand for diverse land uses in the area, as well as an increase in population density and associated services.

Infrastructure Enhancements: Key infrastructure improvements have been implemented in the area, such as upgraded transportation networks (roads, bike paths, and pedestrian walkways), enhanced utility services, and the extension of public services. These improvements have directly impacted the functionality and accessibility of the area, supporting a wider range of land uses than what was envisioned in the 1980's including enhansed trail networks which provide recreational opportunities.

Changes in Land Use Patterns: The land use character of the area has evolved from primarily low-density residential zones to mixed-use and medium-density residential areas. This shift reflects a broader regional trend toward urbanization and a desire for more integrated, walkable communities.

Proximity to Commercial and Employment Centers: The subject area's proximity to key commercial districts and employment hubs has further driven demand for residential and mixed-density zoning. The growth of nearby job centers and the expansion of retail areas has made the area more conducive to higher-density, mixed-use development that supports recreationally focused residential activities.

Response to Rezone criteria

Alignment with the Plan Goals and Policies:

The changes described above are consistent with the overarching goals and policies outlined in the City's Comprehensive Plan. Specifically, the proposed rezoning aligns with the following Plan goals:

Goal 1: Encourage Compact, Efficient Development: The changes in land use and development patterns within the area support the City's goal to promote compact, efficient development that reduces sprawl and increases the use of existing infrastructure. The increased density and mixed-use development in the area are in line with this goal, optimizing land use and minimizing the environmental impact of urban expansion.

Goal 2: Promote Sustainable Land Use and Growth: The rezoning proposal is consistent with the City's commitment to sustainable development practices. The changes in land use—towards higher-density residential and mixed-use zones—encourage the efficient use of land and resources, align with sustainability goals, and reduce the need for extensive infrastructure expansion to accommodate growth.

Policy 3.3: Foster Mixed-Use, Pedestrian-Oriented Neighborhoods: As a result of the increased density and the integration of both residential and commercial uses, the rezoning aligns with the City's policy to foster mixed-use neighborhoods that encourage walkability, reduce reliance on automobiles, and enhance quality of life for residents.

Policy 4.2: Improve Connectivity and Mobility: The infrastructure improvements in the area, combined with the proposed rezoning, support the City's goal of improving connectivity and mobility. The rezoning is compatible with the enhanced transportation network, which facilitates ease of access and encourages pedestrian and bicycle use.

Policy 6.1: Promote Economic Vitality: The proposed rezoning will also help foster the City's economic growth objectives by providing opportunities for new businesses, jobs, and services that support both the local economy and surrounding areas. The proximity to commercial hubs and infrastructure improvements further enhances the area's potential for economic development.

Response to Rezone criteria

Conclusion:

The character and condition of the subject area have changed in significant ways over the past few years, and these changes align with the City's Plan goals and policies. The increased density, mixed-use developments, infrastructure improvements, and evolving land use patterns support a zoning amendment that is consistent with the City's vision for sustainable, vibrant growth. Therefore, the rezoning is justified and in line with both the City's long-term planning objectives and the immediate needs of the community.

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

Each Planned Development is unique. The type of development proposed would align with buyers' housing and demographic trends (smaller households, smaller homes, maintenance free living, recreationally connected) as explained on page 9 of this report. Very few land developers have the vision to create such a development. Camelback Gardens will add diversity to the housing choices in the area.

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

Deriving the benefit of delivering a more sought after housing type to the community helps attract more people to the area. The benefit of improving existing open space trails while constructing new sustainable connections across the area enabling recreationalists to traverse from the Lunch Loop area to the 'Watertower Trails' area.

Deriving benefits from safer roads through the connectivity of Redlands Mesas High Desert Road to The Ridges' Rana Road.

Deriving benefits from m*ore reliable utilities through the connectivity of water, gas, electric, cable TV, and telephone lines through Camelback Gardens as Redlands Mesa is connected to The Ridges.*

Deriving benefits from more open space and parks dedicated through the development of Camelback Gardens as Redlands Mesa streets, trails, and infrastructure are connected to The Ridges.

Response to Rezone criteria

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

Abutting facilities and utilities are adequate to serve the type of proposed land use. The proposal creates the most efficient design for the city's long term maintenance. Much of what would fall upon the city for maintenance is designed within the homeowners association areas for their maintenance and expense. The proposed project would create connectivity between streets (Rana and High Desert Road) as well as water lines, gas lines, electric supply, telephone and cable TV lines. The proposal would add additional park space which the homeowners association would maintain. The proposal would memorialize areas which the general public has been using without a granted easement.

Development Team

Camelback Gardens
Design & Construction Team

Development Designer, Planner & Project Manager
Colorado Land Advisor, Ltd.
Dr. Jeffery Fleming

Landscape Architect & Design
Nvision Design Studio
Rob Breeden PLA

Surveyor
Polaris Surveying
Pat Click, PLS

Architect
Kraai Design Architecture
Eric Kraai, Arch

Civil Engineer
Rhino Engineering Professional Engineers
John Kornfeld P.E.

Geotechnical Engineer
Huddleston Berry Engineering and Testing
Mike Berry P.E.

Structural Engineer
Lindauer Dunn, Inc.
Frank Rinaldi P.E.

Title Company
Advanced Title Company
Walter Janz



Neighborhood Meeting Notes for **Camelback Gardens**

A Neighborhood Meeting was held on March 28th, 2022 at 5:30 PM at 2351 Rana Road. Approximately 33 people were in attendance at the meeting. 18 people signed in on the sign-in sheet provided.

Mr. Fleming of Colorado Land Advisor talked small talk with people as they looked at the images for the project which were presented on a table. People started gathering and a few people asked how big the homes were going to be? Mr. Fleming advised that the homes would be 2 stories, some 3 stories.

One person asked what the meeting was for? Mr. Fleming replied it was to advise the neighborhood what the project would look like and to answer any questions that they may have about it.

Mr. Fleming started the meeting by introducing himself from Colorado Land Advisor and Dani Acosta from the City of Grand Junction. Dani advised her role in the process and let the crowd know how they could give feedback/voice concerns online. Asked people to sign in on the sign-in sheets.

Several people pointed to the map and wanted clarity on where we were currently standing and where the development was going to be in relation to the golf course and the open space and other homes that are already standing. They also questioned if they were townhouses. Mr. Fleming clarified that they are single-family attached homes and that they have the same footprint as the homes behind them. The question was also asked several times if the homes would have garages and Mr. Fleming advised that yes, the homes would have garages and driveways.

“What consideration was made for the rain runoff?” one man asked. Mr. Fleming explained that in the plan there are micro basins that are part of the solution and the other part is getting water to the big stormwater catch basin for the residential development and pointed this out on the map as well as pointing in the direction of where they would be. The same man asked what he thought would happen to the value of their homes when this new neighborhood went up? Mr. Fleming advised he is an urban planner, not an engineer, and what he studies is how communities are developed and built and what it means to those that move into new developments, and what happens to those who live around them. Anytime you have new developments the value of the homes around it will go up. He then asked if the HOA would limit how many cars people would have? Mr. Stubbs answered that the HOA would restrict vehicles and Mr. Fleming added that each unit would have 4 parking spaces dedicated.

Other questions that were asked and answered by Mr. Fleming….

How long is the build timeline? Mr. Fleming stated approximately 6 years.

Is this subdivision going to have its own HOA? Yes, it will have its own separate HOA.

How far will the homes be from the fence in our backyard? There is a fire code that states how close the homes can be to yours and we're probably looking at 10 feet from the property line. That is a standard setback for the Mesa County building code.

Do you have plans on whether you will be starting building at this end or the other end? It is not 100% guaranteed, once we know more of the utility demands that may give us more direction but most likely this end.

All the trails we have currently go around us and it looks like on this map you are going to put a trail through the middle of the development on their bicycles? Yes, we would make a more defined trail around the neighborhood and we're going to give them a good place to cross through when people are coming off the larger trails.

Where are you at in the process? Dani from the City of Grand Junction explained that this neighborhood meeting is required before the formal application can be made and then there will be a public hearing process. Additionally, she directed people to GJ Speaks to give their input.

What is the existing zoning? Dani answered PUD. What is the target density? Low density and the city will review all of that.

How many houses are there going to be? There are currently about 75 units on the map that we are proposing but our application will say up to 90 units. Can you speak to why you choose this density compared to what we have in our existing neighborhood scale? In our community, we have people who according to Grand Junction Economic Partnership, you can look up their data on their website and I encourage you to do that, in Grand Junction single-person households are about 29% of the houses only have one person living in them, about 37% have two people living in them. The population with 3 or 4 kids is only made up of about 7% or so in the valley.

The group started organically talking amongst themselves and dispersing.

The meeting wrapped up about 6:30.

SIGN-IN SHEET FOR

Camelback Gardens

NEIGHBORHOOD MEETING 3/28/22

Grand Junction, CO

NAME	ADDRESS	PHONE or EMAIL
Jeffery Fleming	300 Main Street Suite 302 GJ CO 81501	970-812-3288
Frank + Teri Nivotny	388 Butte Ct. GJ Co 81507	970-201-5188
Frank + Rosemarie Rinaldi	3718 Hill View Dr. Grand Junction	
Bill + Sandy Larsen	2352 Rana Rd. GJ Co	970-250-1858
Shirley Kalmbach	401½ Butte Ct	270-4342
George Krug	401 Butte Ct. Grand Junction	216-9006
Carolee Crawford	402 Butte Ct	417-773-3884
Dr. Dana Nkansa	409 Butte Ct.	970-640-9241

SIGN-IN SHEET FOR

Camelback Gardens

NEIGHBORHOOD MEETING 3/28/22

Grand Junction, CO

NAME	ADDRESS	PHONE or EMAIL
Jeffery Fleming	300 Main Street Suite 302 GJ CO 81501	970-812-3288
GARY BILLIET	397 BUTTE CT GJ 81507	970-509-0121
MARY JO BAILEY	394 BUTTE CT 81507	719-252-3512
Cathlin Craver	395 Butte 81507	716-207-8761
Deba Nkana	409 Butte ct. 81507	970-640924?
Dana Nkana	409 Butte ct 81507	
Zak Nkana	409 Butte ct 81507	
KURT NELSON	422 SADDLE CT	970-242-1998
GEORGE FENK	237 RAND RD	934-815-6282
Marci Law	1931 Pleasant Run Dr	

From: Shannon Casson
To: Daniella Acosta
Subject: Camelback Gardens public comment + GJSpeaks access request
Date: Monday, February 9, 2026 8:03:34 PM

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Hi Danielle,

I'd like to submit a written public comment regarding the Camelback Gardens development proposed between Rana Road and High Desert Road. I would also appreciate access to GJSpeaks so I can participate through the portal. Could you please create a login for me or send instructions on how to gain access?

Public Comment for the Planning Commission Record:

I am writing in opposition to the Camelback Gardens development as currently proposed.

Placing approximately 90 housing units in this location represents a density level significantly out of character with the surrounding area. This will create serious concerns related to traffic flow, pedestrian and cyclist safety, environmental impact, and loss of access to existing informal trail connections used by many residents.

Rana Road and High Desert Road already serve as key access points for residents, trail users, and cyclists. Increasing residential density at this scale will compound congestion and create safety risks in an area that was not designed to handle this volume of traffic.

In addition, this parcel serves as an important buffer and access point to nearby open space and trails. Development at this intensity risks degrading the natural landscape, impacting wildlife habitat, and reducing the quality of outdoor access that makes this area unique and highly valued by the community.

I respectfully ask the Planning Commission to reconsider the density and scope of this project and to prioritize traffic safety, environmental preservation, and trail access in any decisions moving forward.

Thank you for including this comment in the public record.

Sincerely,

Shannon Casson
359 Aiguille Dr
Grand Junction, CO 81507

From: comdev
To: Daniella Acosta
Subject: FW: Camelback Gardens proposed development
Date: Tuesday, February 10, 2026 9:05:25 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image007.png

Public comments on Camelback Gardens

Jacob Kaplan
Planning Technician
City of Grand Junction
250 N. 5th St
970-256-4019
gjcity.org | EngageGJ

From: Teresa Edwards <tparsleyedwards@gmail.com>
Sent: Monday, February 9, 2026 6:28 PM
To: comdev <comdev@gjcity.org>
Subject: Fwd: Camelback Gardens proposed development

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

Hello,

I have twice now emailed Daniellaa@gjcity.org in attempt to get my comments on the proposed Camelback Gardens development conveyed to the planning commission ahead of the Feb 10 (TODAY's, when you read this) meeting and included in the public record for this matter. Both emails requested acknowledgement of receipt and neither has been acknowledged by anyone in Planning, nor are my comments reflected in the public comments section of the meeting packet now posted online.

I am out of town and unable to attend the meeting in person, which was the reason for using email to begin with. Would you be able to ensure that these comments reach the members of the commission - hopefully in time for this evening's meeting?

FYI, I have two neighbors who are in the same position of having sent comments on this matter to daniellaa@gjcity.org and received no acknowledgment.

I appreciate any help or advice you can provide.

Teresa Edwards
(919) 414-0005

---------- Forwarded message ---------
From: **Teresa Edwards** <tparsleyedwards@gmail.com>
Date: Thu, Feb 5, 2026 at 9:33 PM
Subject: Fwd: Camelback Gardens proposed development
To: <Daniellaa@gjcity.org>
Cc: <council@gjcity.org>

Hello Ms. Acosta,

I'm following up on my email below as I did not receive confirmation of receipt as requested. Would you kindly please confirm receipt? I hope you also shared my email with city council, since I asked that my comments be entered into public record and I understand the council voted on one of the issues mentioned in this evening's meeting.

I look forward to hearing from you.

Thank you,

Teresa Edwards
(919) 414-0005

---------- Forwarded message ---------
From: **Teresa Edwards** <tparsleyedwards@gmail.com>
Date: Thu, Jan 29, 2026 at 5:25 PM
Subject: Fwd: Camelback Gardens proposed development
To: <Daniellaa@gjcity.org>

Ms. Acosta,

My name is Teresa Edwards and I live at 410 Prospectors Point. Having reviewed the developer's plan and other materials about the proposed Camelback Gardens development, I wish to express my concerns and request that the Commission and Council not approve this development as currently described. I will be out of town so unable to attend the February 10 hearing so I trust you will enter my concerns into the public record as appropriate. Specifically, my concerns are:

1. While the inclusion of the conserved open space might technically be allowed in calculating the 3.6 dwelling units per acre being quoted, the proposal absolutely, positively does not represent the character of 3.6 du/ac and is far out of sync with the surrounding neighborhoods of single family detached homes with more typical setbacks. The density and nature of structures proposed would, colloquially speaking, stick out like a sore thumb. A very sore thumb indeed to all of us who purchased property in this area because of its existing flow, spacious feel, and compatibility with the natural surrounds of the Ridges.

2. This development as proposed, while stated to add 90 dwelling units, would increase traffic on our neighborhood access road, Rana Road, by well more than 90 households' worth of traffic, because it would become the most direct route from town to all the households on High Desert Rd and beyond. This dramatically increased traffic further changes the character of our neighborhood, in addition to raising safety concerns for many adults and youngsters who walk on Rana Road (parts of which have no sidewalk) and increasing noise pollution for those of us who live here because we like to enjoy our outdoor spaces.

I respectfully request that the city NOT approve this development as proposed and instead request a revised proposal that more reasonably blends with the nature of the surrounding properties (e.g. single family detached homes with the same setbacks and actual perceived density of 5 du/ac or less when omitting all or most of the conserved open space), and that do not generate through traffic from Rana to High Desert Rd. Ideally, this would mean a layout such that some half or near-half of the new units would be accessed through High Desert and the other portion from Rana Rd, with no vehicle thoroughfare. If two routes of exit to the area are required for fire safety, I would request that the new community be gated for resident access only.

Would you kindly please reply to confirm receipt of these concerns?

Thank you for your assistance,

Teresa Edwards
410 Prospectors Pt
Grand Junction, CO 81507
(919) 414-0005

From: Teresa Edwards
To: Daniella Acosta
Cc: Council
Subject: Fwd: Camelback Gardens proposed development
Date: Thursday, February 5, 2026 9:33:58 PM

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Hello Ms. Acosta,

I'm following up on my email below as I did not receive confirmation of receipt as requested. Would you kindly please confirm receipt? I hope you also shared my email with city council, since I asked that my comments be entered into public record and I understand the council voted on one of the issues mentioned in this evening's meeting.

I look forward to hearing from you.

Thank you,

Teresa Edwards
(919) 414-0005

---------- Forwarded message ---------
From: **Teresa Edwards** <tparsleyedwards@gmail.com>
Date: Thu, Jan 29, 2026 at 5:25 PM
Subject: Fwd: Camelback Gardens proposed development
To: <Daniellaa@gjcity.org>

Ms. Acosta,

My name is Teresa Edwards and I live at 410 Prospectors Point. Having reviewed the developer's plan and other materials about the proposed Camelback Gardens development, I wish to express my concerns and request that the Commission and Council not approve this development as currently described. I will be out of town so unable to attend the February 10 hearing so I trust you will enter my concerns into the public record as appropriate. Specifically, my concerns are:

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2. This development as proposed, while stated to add 90 dwelling units, would increase traffic

on our neighborhood access road, Rana Road, by well more than 90 households' worth of traffic, because it would become the most direct route from town to all the households on High Desert Rd and beyond. This dramatically increased traffic further changes the character of our neighborhood, in addition to raising safety concerns for many adults and youngsters who walk on Rana Road (parts of which have no sidewalk) and increasing noise pollution for those of us who live here because we like to enjoy our outdoor spaces.

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Would you kindly please reply to confirm receipt of these concerns?

Thank you for your assistance,

Teresa Edwards
410 Prospectors Pt
Grand Junction, CO 81507
(919) 414-0005

From: Teresa Edwards
To: Daniella Acosta
Subject: Fwd: Camelback Gardens proposed development
Date: Thursday, January 29, 2026 5:25:22 PM

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Ms. Acosta,

My name is Teresa Edwards and I live at 410 Prospectors Point. Having reviewed the developer's plan and other materials about the proposed Camelback Gardens development, I wish to express my concerns and request that the Commission and Council not approve this development as currently described. I will be out of town so unable to attend the February 10 hearing so I trust you will enter my concerns into the public record as appropriate. Specifically, my concerns are:

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I respectfully request that the city NOT approve this development as proposed and instead request a revised proposal that more reasonably blends with the nature of the surrounding properties (e.g. single family detached homes with the same setbacks and actual perceived density of 5 du/ac or less when omitting all or most of the conserved open space), and that do not generate through traffic from Rana to High Desert Rd. Ideally, this would mean a layout such that some half or near-half of the new units would be accessed through High Desert and the other portion from Rana Rd, with no vehicle thoroughfare. If two routes of exit to the area are required for fire safety, I would request that the new community be gated for resident access only.

Would you kindly please reply to confirm receipt of these concerns?

Thank you for your assistance,

Teresa Edwards
410 Prospectors Pt
Grand Junction, CO 81507

(919) 414-0005

February 9, 2026

City of Grand Junction
Attention: Planning Commission
City Hall
250 North 5th Street
Grand Junction, CO 81501

RECEIVED
FEB 10 2026
COMMUNITY DEVELOPMENT

The purpose of this letter is to voice opposition to the proposed Camelback Gardens Subdivision.

The City of Grand Junction once approved a low-density development (RL-4), creating the neighborhood we desired and bought into. It appears that the City is considering this proposal to allow a developer to build a dense, multi-family complex that would negatively impact the current residents of this community. The flowery language promising more trails and gardens is used to disguise the reality that this proposal would seriously detract from the quality of life for all residents living around this 10-acre development. Keeping the zoning at the original low-density per house allows plenty of outdoor access and enjoyment.

A critical flaw in this proposal is the number of vehicles that would be dumped onto Rana Road! Just calculating the minimum of 2 cars per unit for 90 units (times the statistical average of 2.44 trips per day per person) would load 439 additional cars onto Rana Road daily! Rana Road is a quiet road with people walking dogs, pushing baby strollers, jogging, and visiting. It is insane to think that this area can safely handle hundreds of more daily vehicles! It is difficult to believe that residents would use High Desert Road when Rana Road provides a shorter distance to Ridges Boulevard and town. Currently there are three dangerous intersections involving Rana Road (1. Rana Road and Ridges Circle - due to short-sight distance, 2. Ridges Circle and Ridges Boulevard, and 3. Ridges Boulevard and Broadway). Greatly increasing traffic at these intersections will increase the likelihood of accidents. The proposal claiming increased bicycle usage will reduce automobile traffic is doubtful as it isn't happening anywhere in town where expensive bike paths and markers have been installed!

Dense development should only be approved on new or primary streets that are designed to handle given amounts of traffic - which is the case with the existing dense developments in the Ridges. Increased dense development should not be allowed to be stuffed into existing lower-density subdivisions or on side streets. This is especially true here, as the City previously approved a certain density that people desired and therefore moved into the area.

This proposal would decrease the quality of life for existing residents and create serious traffic consequences. Deny the Camelback Gardens Subdivision proposal and reinstate the original RL-4 zoning.

Terry Keane
Current resident and
Former Landscape Architect and
Department of Transportation Designer

From: David C Sietsema
To: Daniella Acosta
Subject: Camelback Gardens Development - Feedback about safety concerns
Date: Wednesday, January 28, 2026 10:16:29 PM

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Hi Daniella,

I am writing this email to provide some feedback and commentary about the proposed Camelback Gardens Development. I am hoping that this feedback can be passed on to the planning commission.

I live at 408 1/2 Prospectors Point, which is accessed from Rana Road.

While the proposed development seems uncharacteristic of the surrounding area, my primary concern is safety on Rana Road and Ridge Cir Dr.

Rana Road

Rana Road is a quiet road with no sidewalks and street parking. This puts pedestrians into the road. This is not ideal, but if there is little traffic it doesn't create much conflict. I regularly see kids, adults, and pets, walking, running, and biking in Rana Road. Not on the side of the road, but in the road, because there is no sidewalk and cars are parked on the side of the road. I encounter this on nearly every drive into and out of the neighborhood. The speed limit is 20 mph, and most vehicles take it easy on this road, but not all. There are no traffic calming devices. Considering the design of the road, along with the current amount of pedestrian traffic and vehicle traffic, I do not think Rana Road could safely support any more traffic, not to mention nearly twice the traffic. This proposed development will come close to doubling the vehicle traffic and will certainly add some pedestrian traffic, too. Something must change: Rana Road is not design to support this huge increase in traffic. **I can see the headline now: "Dump truck kills small child on bike on Rana Road". Do you want that on your conscience?**

The first 200 or so feet of Rana Road from Ridge Circle Drive also serves as a connector between to sections of pedestrian pathway/trails, and the pedestrian traffic at that location is not just from nearby houses - it's people passing through on foot and bike.

Ridge Cir Dr

This road is better positioned to support more traffic, but I still think it is a safety concern in its current state. It has regular pedestrian traffic, and no sidewalks. It does have a parking lane that typically does not have cars parked, which makes a good place to walk. However, the curvature of the road, and the average speed of the traffic results in a meaningful percentage of vehicles driving over the lines and into this walking lane.

Solutions

What would I suggest doing about this?

Force traffic to use roads that will support it. Route traffic on The Ridges Blvd to High Desert Road, and into the Camelback Gardens Development. This could only be

accomplished by closing off access to Rana Road. I understand that emergency egress and access would need to be maintained to Rana Road. A culdesac at the end of the development with a short concrete pedestrian section closing the gap to Rana road, with removable bollards should accomplish emergency access with minimal expense. High Desert Road is built to support the traffic and has a stand alone sidewalk on the side.

My opinion is that this is the only viable option. There simply isn't enough room on the cross section of Rana road to support improving that road to viable standards that would support the increase in vehicle and pedestrian traffic. Reducing the density of the development would have a small impact, but there would still be a safety problem with the additional traffic, so I don't think that solves the problem.

I hope that you will consider this feedback and require the developer to make a change that will have almost no impact on cost: Put a culdesac and pedestrian/emergency vehicle pass through at the north-east corner of the development where it would connect with Rana Road.

Thank you

Dave Sietsema, MBA
Accredited Land Consultant
Colorado Ranch & Land Brokers
https://CRLBrokers.com/
david@davidsietsema.com
Cell: 970-753-9106

From:	Frank Margos
To:	daniellaa@gjcity.or; Daniella Acosta; Rick Beauheim; Chris Mcanany; John & Christie Hatch; 4catsalida; comdev
Subject:	CAMELBACK GARDENS ODP. PLD-2023-121
Date:	Sunday, February 8, 2026 8:13:15 PM
Attachments:	Cobblestone Ridges Camelback Gardens Resolution.pdf 0268_001.pdf 2026.02.05 Memorandum to Grand Junction Planning Commission.pdf

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Daniella/Planning Commission Members:

Enclosed please find written comments from the Cobblestone Ridges HOA and Chris McAnany. an interested homeowner living at 396 Butte Ct.
Please review and include these attachments in the upcoming Planning Commission Meeting on February 10th, 2026.

From my perspective, the density (3.6 units per acre) that are being requested by the developer, far exceeds the present infrastructure to accommodate this density and will have an adverse impact on traffic, drainage, safety and irrigation. We believe that the formula used for the units per acre were arrived at in an unfair manner i.e. using already dedicated open space to unfairly reward the developer. The 3.6 units per acre would be justified but only without including that additional open space. 40 units (10.63 X 3.6) for the development would be more in line with current densities of new and surrounding subdivisions.

Respectfully,

Frank Margos
President Cobblestone Home Owners Association.

Christopher G. McAnany
396 Butte Court
Grand Junction, CO 81507
(970) 248-5862
mcanany@dwmk.com

February 6, 2026

By Hand Delivery
Grand Junction Community
Development Department
250 North Fifth Street
Grand Junction, CO 81501

RE: Camelback Gardens ODP, No. PLD-2023-121, Comments
For the Official Record

Dear Sir or Madam:

Enclosed please find my written comments to be provided the Grand Junction Planning Commission in advance of the public hearing on the above matter on February 10, 2026. These comments are to be provided to each Planning Commission member, and are requested to be made part of the official record in the above matter. As a courtesy I have provided an electronic copy to Planning staff via email today. Please confirm your receipt of same.

If we need to discuss anything please call.

Sincerely,

Christopher G. McAnany

Enclosure

COBBLESTONE RIDGES HOA RESOLUTION
IN OPPOSITION TO PROPOSED CAMELBACK GARDENS DEVELOPMENT, PLD-2023-121
January 21, 2026

The Cobblestone Ridges Homeowners Association (HOA) represents the 43 homeowners in the Cobblestone Ridges subdivision immediately to the north of the proposed Camelback Gardens development (PLD-2023-121). Cobblestone Ridges will suffer the most severe and adverse impacts from the currently proposed Camelback Gardens development. The Cobblestone Ridges HOA Board and members have reviewed Revision 7 of the Camelback Gardens Outline Development Plan (ODP) and have a number of serious concerns about the ODP that we believe the City of Grand Junction Planning Commission needs to address before granting any approval to the development. These concerns fall in five areas:

- Housing density
- Traffic
- Safety
- Drainage
- Irrigation

Our concerns in these five areas are described below, followed by our recommendations for how the Planning Commission should proceed.

1. Housing Density

As discussed in the ODP, housing density is quite varied throughout the Ridges Development, fluctuating from 2 homes per acre (R2) to 24 homes per acre (R24). The ODP states that the Camelback Gardens Development will fit well with existing housing and does not have an impact in this area. However, the ODP does not take into consideration the density of the adjoining Cobblestone Ridges and High Desert neighborhoods, which is consistent with the current RL-4 zoning, and which will be most impacted by the Camelback Gardens development. In addition, the ODP calculations include City of Grand Junction Open Space in their estimation of housing density. By inappropriately including 15.01 acres of Open Space in their density calculations, they arrive at a figure of 3.48 units/acre on page 22 of their ODP. With the Open Space owned by the City excluded, their actual proposed density is 90 units spread over 10.63 acres, or 8.47 units/acre. When the development is broken into the southern lot 1, which comprises Pods A and B with 20 housing units, and the northern lot 2, which comprises Pods C, D, E, F, and G with 70 housing units, the proposed densities are 6.43 units/acre for lot 1 and 9.31 units/acre for lot 2.

On page 23 of the ODP, they state that “Camelback Gardens largely incorporates RL5 (sic) in the PD.” In the first place, RL-5 zoning has a maximum density of 5.5 units/acre, less than the 8.47 units/acre they are proposing. Secondly, the numerous deviations from RL-5 standards they are requesting leave their development more in line with RM-8 standards than RL-5 standards. The proposed density for lot 2 exceeds even the RM-8 maximum density of 8 units/acre.

This is a dramatic contrast to the existing density of 3.82 units/acre on Butte Ct in Cobblestone Ridges. This density does not even include the road surface area of Butte Ct itself, whereas the calculations for Camelback Gardens above do include the road surface area. The density in the rest of Cobblestone Ridges (Rana Rd and Saddle Ct) is also less than 4 units/acre.

Figure 1 below demonstrates the difference in density between the 19 existing units on Butte Ct (outlined in BLUE), as compared to the 70 proposed units of Camelback Gardens lot 2 shaded in RED. The proposed density for Camelback Gardens is inconsistent with the character of the adjoining neighborhoods, and would have a major impact on traffic on Rana Rd as discussed in the next section.

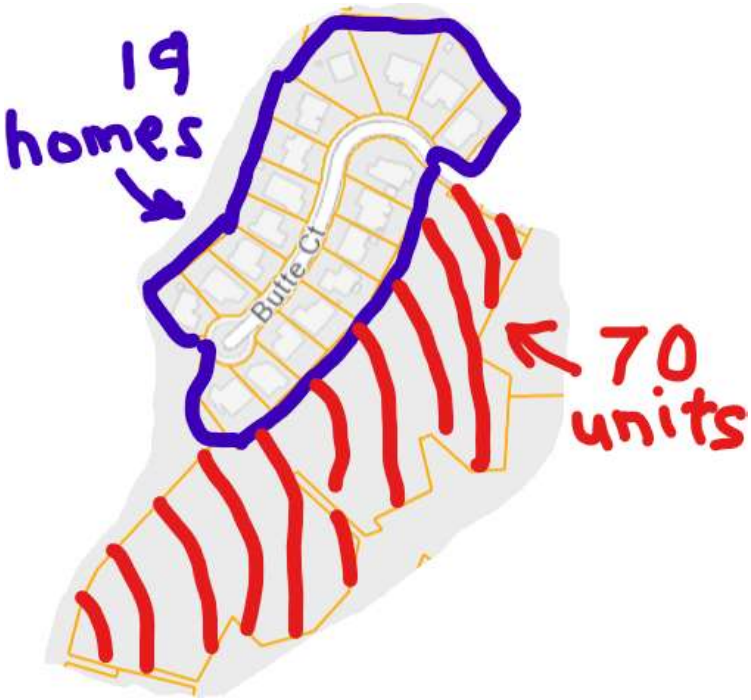


Figure 1. Home density comparison between Butte Ct and Camelback Gardens Lot 2

2. Traffic

At the top of page 17 of the ODP, it is stated that "Commuter traffic is likely to be impacted in a small way." This grossly understates the impact of the proposed development on traffic. Rana Rd, the designated access road for Camelback Gardens, is currently (and has been for over 25 years) a quiet residential road that is effectively a dead-end road when combined with Butte Court. By connecting Rana Rd to High Desert Rd, it opens Rana Rd to much more than just the Camelback Gardens development. This connection will also make Rana Rd the shortest route from the lower (northern) end of the existing High Desert Rd down to the intersection of Ridges Blvd and Ridge Circle Dr on the way to Broadway. Starting at the intersection of High Desert Rd and Club Estates Dr, it is a distance of approximately 0.94 miles down High Desert Rd, Rana Rd, and Ridge Circle Dr to Ridges Blvd. The alternative route that goes up High Desert Rd to Ridges Blvd and then down to Ridge Circle Dr is a distance of approximately 1.25 miles (see Figure 2).

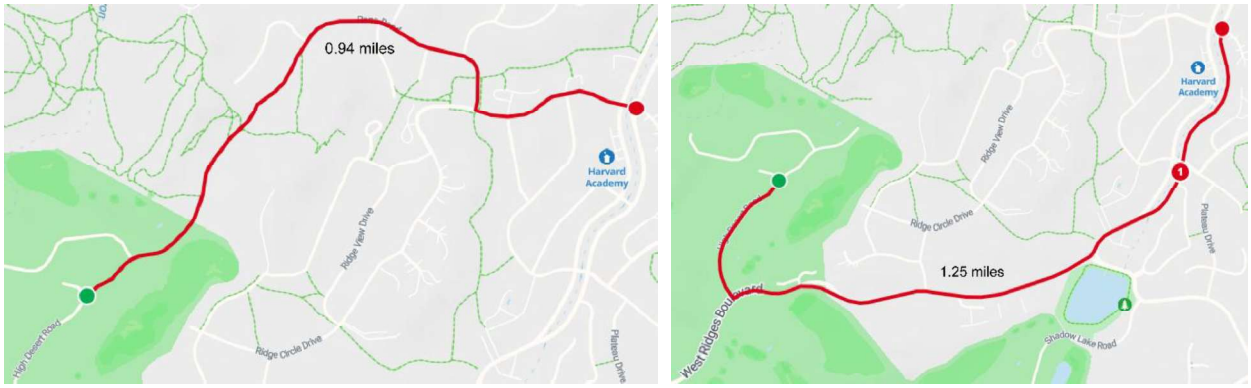


Figure 2. Comparison of Rana Rd and Ridges Blvd routes to intersection of Ridge Circle Dr and Ridges Blvd

Thus, the 36 planned or existing units on High Desert Rd north of Club Estates Dr and in the Lonetree development (T-Club Villas at Redlands Mesa) (see Figure 3), and potentially homes higher on High Desert Rd, are also likely to use Rana Rd once a connection is established.



Figure 3. High Desert Rd and Lonetree units likely to use Rana Rd to access Broadway

Therefore, the proposed Camelback Gardens development would result in a minimum of 126 units newly accessing Rana Rd. The impact of this on traffic is shown in Table 1.

Table 1. Current and Potential Future Housing Units Accessing Each Intersection on Rana Rd

Intersection	Number of Existing Units Accessing Each Intersection	Number of Units Accessing Each Intersection With Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units,	Percent (%) of Increased Access at Each Intersection with Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units
Rana Rd & Ridge Circle Dr	155	281	81%
Rana Rd & Prospector Pt	147	273	86%
Rana Rd & Rana Ct	77	203	164%
Rana Rd & Saddle Ct	59	185	214%
Rana Rd & Rockwood Ln	43	169	293%
Rana Rd & Butte Ct	19	145	663%

Traffic at each intersection along Rana Rd might increase by 81 to 663 percent, hardly a small impact. Rana Rd would change from a quiet residential street to one of the busiest roads in The Ridges, adversely affecting property values and the quality of the neighborhood in Cobblestone Ridges.

3. Safety

Rana Rd is currently a quiet residential street with little traffic. It is popular with pedestrians, both those simply walking through the neighborhood and those using it to acess the Open Space that adjoins the proposed Camelback Gardens development. Because Rana Rd has no sidewalks over most of its length, pedestrians are typically walking in the street. These pedestrians would be put at increased risk by the substantially increased traffic that would result from the Camelback Gardens development as proposed.

These pedestrians include school-age children walking to the school bus stop at the intersection of Rana Rd and Ridge Circle Dr. While waiting for the bus, these children stand on the street at that intersection. If cars from 136 additional households are funneling through that intersection around the same time, these children will be placed at risk.

Additional risks are associated with greatly increased traffic making left turns at the intersections of Rana Rd and Ridge Circle Dr, Ridge Circle Dr and Ridges Blvd, and Ridges Blvd and Broadway (both entering and leaving The Ridges).

4. Drainage

This past summer, a major rainstorm (City workers estimated at 4" in one hour) hit the Cobblestone Ridges area. During this rainstorm, the stormwater drain on Rana Rd could not keep up with the runoff and resulted in water filling Rana Rd like a river, and eventually leaving massive mud deposits at the mouth of the storm drain that empties into the holding pond north of Rana Rd in the open area. The City did not have manpower or time to clean up this mud, so homeowners utilized shovels and wheelbarrows to haul the mud back up to the west end of Rana Rd where the Camelback Gardens development is proposed. This same type of challenge with mud and lack of drainage has occurred three times in the last two years.

The ODP does not address drainage in an adequate manner, but briefly mentions soil tests. With the additional area of asphalt connecting to the west end of Rana Rd along with a significant slope that will come off development, drainage issues will be greatly impacted unless additional drainage channels are created. Developed areas, particularly asphalt, concentrate and transport water much faster in a rainstorm than open ground. This can lead to water reaching drainage points faster, which can overwhelm local infrastructure and increase the risk of local or flash flooding.

5. Irrigation

Within the Camelback Gardens ODP, it is mentioned on page 12 with respect to irrigation that the City completed a recent upgrade to the system. The City did complete an upgrade within the Prospector Point area, but no improvements were made in the Cobblestone Ridges area adjacent to Camelback Gardens. Over the past several years, the City continues to clear shells out of the system that create partial and total blockage for homeowners within Cobblestone Ridges, especially on Rana Rd.

With the development of Camelback Gardens, an extension to the irrigation line on Rana Rd will require the City to mitigate the existing shell issues, along with other challenges the irrigation maintenance staff could expand upon. It will be expensive and very labor-intensive.

Summary and Recommendations

The Camelback Gardens development as currently proposed will have major adverse impacts on Cobblestone Ridges and other current residents who use Rana Rd. The housing density proposed for Camelback Gardens is several times higher than in Cobblestone Ridges and the current High Desert Rd. The proposed interconnection between Rana Rd and High Desert Rd will convert Rana Rd from the current quiet, effectively dead-end status it has enjoyed for the past 25+ years into a major transportation route. This will radically degrade the quality of the Cobblestone Ridges neighborhood and result in a major increase in traffic that will be hazardous to the pedestrians and school children who currently walk on Rana Rd. The development has the potential to exacerbate drainage problems already existing on Rana Rd, and may necessitate renovation of the irrigation system.

To prevent the worst of these impacts from happening and preserve the quality of the neighborhood insofar as possible, the Cobblestone Ridges HOA makes the following recommendations:

1. We recommend that the Camelback Gardens development be given an RL-4 zoning designation with no deviations, allowing the developer to develop his property in a reasonable manner consistent with the adjacent neighborhoods.

2. With respect to both traffic and safety, we recommend that instead of High Desert Rd being extended to connect to Rana Rd, High Desert Rd should be extended only into a cul de sac in the developer's lot 1, while Rana Rd is extended into a cul de sac in lot 2. This will limit the increase in traffic on Rana Rd to just the new units constructed in lot 2, reducing the danger to pedestrians on Rana Rd and to school children waiting for the school bus at Rana Rd and Ridge Circle Dr. It would also greatly reduce the number of left turns from Rana Rd onto Ridge Circle Dr and from Ridge Circle Dr onto Ridges Blvd.

3. We further recommend that the effects of the Camelback Gardens development (in whatever form) on drainage of storm water be more critically assessed to ensure that Rana Rd is not flooded whenever it rains.

4. Finally, we recommend that the expansion of the current irrigation system serving Rana Rd to serve the new Camelback Gardens be better evaluated so that the City is aware of the cost and effort that will be required.

Respectfully submitted,

Cobblestone Ridges Homeowners Association
Board of Directors

Frank Margos, President

Rick Beauheim, Vice President

Marnie Margos, Secretary/Treasurer

Staff Note: Mr. Margos' exhibits also included a copy of the memorandum drafted by Mr. McAnany. This memorandum was included among the exhibits submitted by Mr. McAnany.

From:	comdev
To:	Daniella Acosta
Subject:	FW: Camelback Gardens ODP, No. PLD-2023-121, Comments For the Official Record
Date:	Tuesday, February 10, 2026 4:42:49 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image007.png

Jacob Kaplan
Planning Technician
City of Grand Junction
250 N. 5th St
970-256-4019
gjcity.org | EngageGJ

From: Lucas Boyer <jhawkwx@gmail.com>
Sent: Tuesday, February 10, 2026 3:43 PM
To: comdev <comdev@gjcity.org>
Subject: Camelback Gardens ODP, No. PLD-2023-121, Comments For the Official Record

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Lucas Boyer
399 Butte Ct
Grand Junction, CO 81507
(816) 560-3394

February 10th, 2026

Dear Sir or Madam:

I am writing to voice concern regarding the Camelback Gardens ODP proposed adjacent to my residence in Cobblestone Ridges neighborhood. I purchased my home in this neighborhood in October 2022. At the time of my purchase I was aware of the empty

tract of land proposed for development, as well as the fact that it would not remain vacant in perpetuity. However, I have numerous concerns regarding the outline of this development as it pertains to my quality of life, impact to the surrounding landscape, and its inconsistency with the character of the surrounding neighborhood. My wife and I, as well as our 2 dogs use the surrounding open spaces daily, as well as walk and run the streets of our neighborhood. We are personally familiar with the majority of streets in our neighborhood, as well as the pedestrian nature and traffic flow of these streets as well. The addition of 90 housing units within our subdivision will substantially change the traffic pattern of our neighborhood. For anyone exiting the neighborhood, Rana Road is the shortest path to Ridges Blvd and Broadway beyond that. This will apply, as well, to occupants of the 90 units proposed. This adds a significant amount of traffic volume to a street that I walk and run on multiple times a week. Additional stop signs and speed humps have been added to this street already to address speeding traffic. The current density of single family housing in this neighborhood is presumably what this street was built to handle. However, the significantly higher density of Camelback Gardens creates an immediate concern for my, as well as my neighbors', safety. It also contributes to additional quality of life concerns(longer commutes, traffic jams, accident risk, etc) regarding traffic flow in and out of the neighborhood. Traffic volume at Ridges Blvd and Broadway is already a concern throughout the day and during the evening and morning commutes, as getting onto Broadway without a traffic light gets more difficult thanks to steady, fast moving traffic. This is a problem we share with other neighborhoods in the Redlands that have only one arterial street in and out of the neighborhood. Adding dense housing exacerbates the problem faster than infrastructure is keeping up.

Like other homeowners, I am aware of my property value and what it means to my long term financial stability. Purchasing a single family home in a developed neighborhood, I expect the neighborhood to remain consistent in its development character. Unfortunately, Camelback Gardens tests the character of this neighborhood with a design inconsistent, namely the density, with the surrounding neighborhood. My concern as a property owner, is that homeowners dissatisfied with these changes will sell and buyers aware of these changes will seek other property or heavily negotiate prices downward, thereby potentially driving down the value of my investment. I'm certain the developers of this tract are aware of their investment as well. Home values in this neighborhood are already well above Grand Junction median home price. I believe the quality of this neighborhood will benefit their investment and I feel that there is plenty of money to be made on developing within the current standards of the surrounding housing. Unfortunately, the vague details of this plan and refusal of officials to hear comments from residents regarding this development give the appearance of a developer(city leaders) only concerned with maximizing profit(taxation)on a fixed parcel

of real estate, regardless of its impact on neighbors.

Working closely with meteorologists and wildfire professionals across the West Slope, I am well aware of the continued fire risks associated with housing adjacent to the urban-wildland interface. Wildfire impacts multiply quickly in dense tracts of development. The dense urban development characteristics of Camelback Gardens are an additional risk in neighborhoods skirting wildland interfaces.

For the reasons cited above, it is my request that the planning commission reconsider the request of the Camelback Gardens ODP, as well as hold them accountable to develop within the safer guidelines and present character of the surrounding neighborhood. Thank you for hearing my concerns.

Regards,
Lucas Boyer

From: Jay Alexander
To: Daniella Acosta
Subject: Feedback on proposed CAMELBACK GARDENS DEVELOPMENT, PLD-2023-121
Date: Sunday, February 8, 2026 10:04:57 PM
Attachments: Camelback Gardens letter 2-2026.pdf

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Hello Daniella,

Thank you for being receptive to inputs on the above project. I am unable to attend the meeting on February 10 and so have articulated my comments in the attached.

Best,
Jay A.

February 9, 2026

Ms. Daniella Acosta
Principal Planner
Community Development Department
City of Grand Junction

Ms. Acosta,

Thank you for the work you and your team do for Grand Junction and its current and future residents. I understand that in assessing proposed development projects you often must optimize outcomes against multiple objectives, some of which are in tension with one another. This letter will likely add to that tension with respect to the Camelback Gardens development that is currently under consideration, but I hope you will receive it in the constructive spirit in which it is intended.

By way of background, I am a 4+ year resident of High Desert Road. Previously I lived on Prospectors Point, another neighborhood impacted by the proposed development. I regularly walk and bicycle various routes in both neighborhoods and the nearby open space, and believe that I know the area well. Just this morning I took our dog on a loop through the dirt connector between High Desert and Rana roads, providing for some very current context on the development proposal. The characterization of Rana Road by the Cobblestone Ridges HOA as a "quiet, residential street popular with pedestrians" is accurate, and should be borne in mind even as some degree of change occurs.

Planned and executed wisely, the Camelback Gardens development would result in some needed benefits for the city and its residents, and given the planning staff findings as published, some form of it seems likely to proceed. However, I don't believe conditional approval is appropriate at this time, due to the concerns articulated by the Cobblestone Ridges HOA. I find those concerns to be valid, and the resulting recommendations to be sound.

The recommendation to not connect High Desert to Rana *("We recommend that instead of High Desert Road being extended to connect to Rana Road, High Desert Road should be extended only into a cul-de-sac in the developer's Lot 1, while Rana Road is extended into a cul-de-sac in Lot 2.")* is insightful. Through traffic works against many of the principles and best practices for creating pleasant, safe neighborhoods, and avoiding as much through traffic as possible benefits all three of the major resident constituencies: current and future residents of Rana Road and its tributaries, current and future residents of High Desert Road and its tributaries, and, importantly, current and future residents of the proposed development itself.

I believe this roadway recommendation merits genuine consideration by the city and the developer, as do the other recommendations made by the Cobblestone Ridges HOA. Such consideration will hopefully result in a revised proposal that better optimizes the interests of all vested parties. The current proposal is a reasonable starting point, but I am convinced we can do better. While I am writing for myself due to timing limitations prior to the February 10 meeting, I believe I am not alone in this perspective.

Again, I request approval be held until a refined proposal can be submitted and thoroughly assessed in light of the stated concerns.

Respectfully,
Jay Alexander
349 High Desert Road

John Jordy
409½ Prospectors Point
Grand Junction, CO 81507

21 January 2026

Grand Junction Planning Commission,

I have recently been made aware of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development.

My residence is located north and east of the PD, one of many of the subdivisions that use Rana Rd. for access to the City of Grand Junction and points beyond.

I offer the following: My major concern is the additional traffic that Rana Rd. will receive. Currently, approximately 140 single family homes use Rana Rd. for commuting. This PD states that it will add approximately 90 additional units. That represents an approximate 60% increase in households and accompanying traffic. This is a substantial increase.

Under the PD requirement analysis, in the Staff Report, paragraph b.21.05.030 states

"The distribution of housing types within the PD is intentionally structured to respond to the existing character of surrounding neighborhoods and to provide a contextual transition in scale and intensity across the site. The southern portion of the development (381 High Desert Road) is adjacent to the Redlands Mesa subdivision, where residential lot sizes generally range from approximately 0.3 to 0.8 acres. In recognition of this context, the PD limits housing types in this area primarily to single family detached and single-family attached units, maintaining compatibility with the established development pattern to the south.

The northern portion of the site (409 High Desert Road) abuts the Cobblestone Ridges, Sand Cliff Court, and Rockwood on the Ridges subdivisions, where lot sizes typically range from approximately 0.09 to 0.2 acres. Given this existing neighborhood pattern, the PD allows a broader range of residential housing types in this area, including duplexes, townhomes, and multifamily units, while still maintaining an overall low density residential character. This graduated approach allows the development to step intensity appropriately across the site rather than applying a uniform housing model."

I disagree with the classification of the neighborhood pattern on the northern portion stating this area allows a broader range of housing types, when in fact, this area does not contain duplexes, townhomes, and multifamily units.

I would urge the Planning Commission to reconsider approving this ODP in its current configuration. The greater quality and quantity of open/public space is a positive. The allowance for duplexes, town homes and multi family dwellings is a negative.

Thank you for your time.

From:	Daniella Acosta
To:	Chris Mcanany
Cc:	Thomas Lloyd
Subject:	RE: Camelback gardens PLD-2023-121
Date:	Wednesday, January 7, 2026 5:55:00 PM
Attachments:	image002.png image003.png image004.png image005.png image006.png image007.png

Hello Mr. Mcanany

The Planning Commission hearing has been continued to January 27. The staff report and all pertinent materials will be republished for that hearing date and will be available for download on the City's Agenda page at gjcity.org on the Agendas & Minutes page once posted.

All project-related information, including review comments, is publicly available and may also be accessed through the CSS portal using the project file number. Below is the link to the portal:

https://grandjunctionco-energovweb.tylerhost.net/apps/selfservice#/home

Please feel free to contact me if you have any other questions.

Thank you,

Daniella Acosta Stine
Principal Planner
City of Grand Junction
250 N. 5th Street
O: 970-256-4089
gjcity.org | EngageGJ

From: Chris Mcanany <mcanany@dwmk.com>
Sent: Tuesday, January 6, 2026 3:06 PM
To: Daniella Acosta <daniellaa@gjcity.org>
Subject: Camelback gardens PLD-2023-121

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Daniella:

I just heard about the notice of hearing on the above application, now set for January 13, 2026. The postcard references that information about the application will be provided as of the end of business today. Can you send me a copy of whatever information has or will be published in connection with this matter?

Second, on the development porta the most recent comments and submittals date from June of 20225. Are there any new submittals, documents, or comments for the application not shown on the portal file, i.e. since June of '25? If so, can you provide them to me? Thank you for your help.

Chris McAnany

DUFFORD WALDECK

Christopher G. McAnany
Partner
744 Horizon Court, #300
Grand Junction, CO 81506
(970) 248-5862 (Direct)
(970) 241-5500 (Main)
(970) 243-7738 (Facsimile)
mcanany@dwmk.com
www.dwmk.com

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Daniella Acosta

From: brendan shuey <bshue2@gmail.com>
Sent: Tuesday, February 10, 2026 1:13 AM
To: Daniella Acosta
Subject: Questions and Concerns Regarding Camelback Gardens PD ODP (PLD-2023-121)

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear Planning Commission Members,

I am a nearby homeowner whose property directly borders the proposed Camelback Gardens development area. I appreciate the time and effort that has gone into reviewing this project and understand that growth and housing development are important for the community. I am writing to respectfully ask a few questions and request consideration of potential edge protections for the small number of existing homes that sit immediately adjacent to the proposed building pods.

After reviewing the staff report and outline development materials, I would appreciate clarification on several points:

• Building height: The proposal allows structures up to 40 feet tall. Has consideration been given to stepping down height limits along the perimeter where new construction will sit very close to existing single-family backyards?

• Setbacks at residential edges: The report notes that 5-foot setbacks adjacent to other residential parcels are considered compatible. For homes directly along the boundary, has the City considered whether increased setbacks would better protect privacy and reduce visual impact from taller, clustered structures?

• Grading and hillside cuts: Several existing backyards sit at a higher elevation than the proposed build sites. What protections are in place to ensure that cutting into slopes near property lines will not affect soil stability, or long-term structural conditions along those edges?

• Buffering along existing homes: The report references buffering through open space and landscaping. In areas where buildings will be located near existing residential property lines rather than open space, are enhanced screening measures or landscape buffers being considered?

One final point I'm hoping to better understand relates to how open space is being used in the density calculation. I see that a significant portion of the site is being counted as preserved open space, which helps bring the overall density into compliance. However, from what I can tell, much of that area appears to consist of steep slopes, rock outcroppings, and terrain that likely would not have been buildable in the first place.

So my question is: how much of the preserved open space is actually usable and accessible for recreation versus land that would have remained undeveloped regardless due to topography? I ask because the clustering approach concentrates the homes into the limited buildable areas, which increases the intensity along the edges where existing neighborhoods meet the project. Has there been discussion about whether some of the most intense portions of the build could be shifted slightly inward from existing neighborhood edges?

I am not opposed to development of the property as a whole. My hope is simply that, as the project moves forward, thoughtful adjustments might be considered to reduce the impact on the limited number of existing homes that directly border the site.

These homes aren't just parcels on a map — they're where our families spend time outdoors, where our kids play, and where privacy and quiet have been part of the neighborhood for years.

Thank you for your time, your service to the community, and your consideration of these questions.

Sincerely,
Brendan Shuey

--
Brendan J. Shuey
bshue2@gmail.com

From: Carol Carpenter
To: Daniella Acosta
Subject: Re: Safety issues at Proposed Camelback Gardens
Date: Monday, February 9, 2026 1:54:25 PM

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Re: Safety issues at Proposed Camelback Gardens

Tho Whom it May Concern,

I am writing this in regards to the proposed development of Camelback Gardens & Upland Homes.
,

Allowing the proposed building would present many safety hazards.
There would be a huge increase in traffic. With the presented additional residences, the traffic would increase by 663%.
Even though Rana Rd is being extended up to High Desert Rd, the likelihood of any driver in the newly proposed area would be very limited. There is additional mileage (.93mi straight down Rana Rd with an increase to 1.51 mi from the proposed extension of Rana Rd to high Desert Rd) & time added on to a trip if you took the proposed road up to High Desert Rd in the Redlands Mesa area. It will be much quicker & easier to just coast down the hill on Rana Rd. The existing houses already on High Desert Rd & Lone Tree would use this easier access once the road is complete also. This would result in a minimum of 126 units (with potentially 4 drivers/unit) using the new access to Rana Rd.
There are only sidewalks on Rana Rd on one side of the street from 2350 Rana Rd to 2360 Rana Rd.
With this being an area where residents enjoy the outdoors, many people ride their bikes, take babies for stroller rides, & walk their dogs. The area also has many older residents with some of them having mobility issues- they are out walking with canes, walking sticks & sometimes walkers. There are also households with school age children living on Rana Rd. The children use the road to walk to and from the bus pick up at the corner of Rana Rd and Ridge Circle Drive. Many of them sit on the road near and around the stop sign waiting for the bus in the morning. When daylight starts after the pick- up, they are out there in the dark and drivers may not see them. This must be put to a halt to ensure the safety of all residents in the area!

Sincerely,
Carol Bierbower

Sent from my iPhone

From: Carol Carpenter
To: Daniella Acosta
Subject: Safety concerns of proposed development of Camelback Gardens
Date: Monday, February 9, 2026 2:00:50 PM

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This is the impact of the increased traffic on Rana Rd if Camelback Gardens is developed

Please note this drawing to show how the increase of traffic (up to 663%) was calculated.

Sincerely,

Carol
Bierbower
Sent from my iPhone

From: Chris Mcanany
To: Daniella Acosta; comdev
Subject: Camelback Gardens ODP, PLD 2023-121
Date: Friday, February 6, 2026 11:22:22 AM
Attachments: 0268_001.pdf
2026.02.05 Memorandum to Grand Junction Planning Commission.pdf

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Sir or Madam:

My letter and memorandum on the Camelback Gardens ODP is enclosed. Please provide this to staff and to the Planning Commission ahead of the February 10, 2026, public hearing. This document is to be made part of the record of decision in the above matter. Thank you.

Chris McAnany
396 Butte Court
Grand Junction, CO 81507
mcanany@dwmk.com
(970) 248-5862

From: Chris Mcanany
To: Daniella Acosta
Subject: Camelback Gardens ODP
Date: Friday, January 30, 2026 10:12:22 AM

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Daniella:

I understand that the hearing before the Planning Commission on the Camelback Gardens ODP matter is rescheduled to February 10, 2026. I presume that also means that the hearing before the City Council set for February 4 will also be pushed back. Please confirm if that is correct and let us know of any new date(s). Thank you.

Chris McAnany
(970) 248-5862

Daniella Acosta

From: Chris Mcanany <mcanany@dwmk.com>
Sent: Monday, January 12, 2026 11:35 AM
To: Daniella Acosta
Subject: RE: Camelback gardens PLD-2023-121

⚠ EXTERNAL SENDER ⚠

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Daniella:

Thank you for letting me know the change of date for the Camelback Gardens hearing. I have a question about this application.

The staff report and related materials show that the developer is getting credit for previously dedicated open space of 61% of the project area, approximately 15.01 acres. What is the documentation for this credit? I am aware that several unbuildable ridge areas were dedicated to the City as open space during previous development phases of Cobblestone Ridges. Can you point me to the document(s) that substantiate that this developer gets to rely upon these previous dedications to establish the density of the current proposal? Is there some agreement that confirms such a finding?

Please let me know what you base this on. If there is a document that explains this, please send me a copy because it was not contained in the documents accompanying your staff report. Thank you for your help.

Chris McAnany
(970) 248-5862

From: Daniella Acosta <daniellaa@gjcity.org>
Sent: Wednesday, January 7, 2026 5:56 PM
To: Chris Mcanany <mcanany@dwmk.com>
Cc: Thomas Lloyd <thomas.lloyd@gjcity.org>
Subject: RE: Camelback gardens PLD-2023-121

Hello Mr. Mcanany

The Planning Commission hearing has been continued to January 27. The staff report and all pertinent materials will be republished for that hearing date and will be available for download on the City's Agenda page at gjcity.org on the Agendas & Minutes page once posted.

All project-related information, including review comments, is publicly available and may also be accessed through the CSS portal using the project file number. Below is the link to the portal:

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Please feel free to contact me if you have any other questions.

Thank you,

Daniella Acosta Stine
Principal Planner
City of Grand Junction
250 N. 5th Street
O: 970-256-4089
gjcity.org | EngageGJ

From: Chris Mcanany <mcanany@dwmk.com>
Sent: Tuesday, January 6, 2026 3:06 PM
To: Daniella Acosta <daniellaa@gjcity.org>
Subject: Camelback gardens PLD-2023-121

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Chris McAnany

Christopher G. McAnany
Partner
744 Horizon Court, #300
Grand Junction, CO 81506
(970) 248-5862 (Direct)
(970) 241-5500 (Main)
(970) 243-7738 (Facsimile)
mcanany@dwmk.com
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From: Chris Mcanany
To: Daniella Acosta
Subject: RE: Camelback gardens PLD-2023-121
Date: Monday, January 12, 2026 11:34:57 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

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Please let me know what you base this on. If there is a document that explains this, please send me a copy because it was not contained in the documents accompanying your staff report. Thank you for your help.

Chris McAnany
(970) 248-5862

From: Daniella Acosta <daniellaa@gjcity.org>
Sent: Wednesday, January 7, 2026 5:56 PM
To: Chris Mcanany <mcanany@dwmk.com>
Cc: Thomas Lloyd <thomas.lloyd@gjcity.org>
Subject: RE: Camelback gardens PLD-2023-121

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Please feel free to contact me if you have any other questions.

Thank you,

Daniella Acosta Stine
Principal Planner
City of Grand Junction
250 N. 5th Street
O: 970-256-4089
gjcity.org | EngageGJ

From: Chris Mcanany <mcanany@dwmk.com>
Sent: Tuesday, January 6, 2026 3:06 PM
To: Daniella Acosta <daniellaa@gjcity.org>
Subject: Camelback gardens PLD-2023-121

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Second, on the development porta the most recent comments and submittals date from June of 20225. Are there any new submittals, documents, or comments for the application not shown on the portal file, i.e. since June of '25? If so, can you provide them to me? Thank you for your help.

Chris McAnany



Christopher G. McAnany
Partner
744 Horizon Court, #300
Grand Junction, CO 81506
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From:	Daniella Acosta
To:	Chris Mcanany
Cc:	Thomas Lloyd
Subject:	RE: Camelback gardens PLD-2023-121
Date:	Wednesday, January 7, 2026 5:55:00 PM
Attachments:	image002.png image003.png image004.png image005.png image006.png image007.png

Hello Mr. Mcanany

The Planning Commission hearing has been continued to January 27. The staff report and all pertinent materials will be republished for that hearing date and will be available for download on the City's Agenda page at gjcity.org on the Agendas & Minutes page once posted.

All project-related information, including review comments, is publicly available and may also be accessed through the CSS portal using the project file number. Below is the link to the portal:

https://grandjunctionco-energovweb.tylerhost.net/apps/selfservice#/home

Please feel free to contact me if you have any other questions.

Thank you,

Daniella Acosta Stine
Principal Planner
City of Grand Junction
250 N. 5th Street
O: 970-256-4089
gjcity.org | EngageGJ

From: Chris Mcanany <mcanany@dwmk.com>
Sent: Tuesday, January 6, 2026 3:06 PM
To: Daniella Acosta <daniellaa@gjcity.org>
Subject: Camelback gardens PLD-2023-121

⚠ EXTERNAL SENDER ⚠

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Daniella:

I just heard about the notice of hearing on the above application, now set for January 13, 2026. The postcard references that information about the application will be provided as of the end of business today. Can you send me a copy of whatever information has or will be published in connection with this matter?

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Chris McAnany

DUFFORD WALDECK

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From: Chris Mcanany
To: Daniella Acosta; comdev
Subject: Camelback Gardens ODP, PLD 2023-121
Date: Friday, February 6, 2026 11:22:22 AM
Attachments: 0268_001.pdf
2026.02.05 Memorandum to Grand Junction Planning Commission.pdf

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EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Sir or Madam:

My letter and memorandum on the Camelback Gardens ODP is enclosed. Please provide this to staff and to the Planning Commission ahead of the February 10, 2026, public hearing. This document is to be made part of the record of decision in the above matter. Thank you.

Chris McAnany
396 Butte Court
Grand Junction, CO 81507
mcanany@dwmk.com
(970) 248-5862

Christopher G. McAnany
396 Butte Court
Grand Junction, CO 81507
(970) 248-5862
mcanany@dwmk.com

February 6, 2026

By Hand Delivery
Grand Junction Community
Development Department
250 North Fifth Street
Grand Junction, CO 81501

RE: Camelback Gardens ODP, No. PLD-2023-121, Comments
For the Official Record

Dear Sir or Madam:

Enclosed please find my written comments to be provided the Grand Junction Planning Commission in advance of the public hearing on the above matter on February 10, 2026. These comments are to be provided to each Planning Commission member, and are requested to be made part of the official record in the above matter. As a courtesy I have provided an electronic copy to Planning staff via email today. Please confirm your receipt of same.

If we need to discuss anything please call.

Sincerely,

Christopher G. McAnany

Enclosure

MEMORANDUM

TO: Grand Junction Planning Commission

FROM: Christopher McAnany and Michelle McAnany
396 Butte Court, Grand Junction, CO 81507

RE: Camelback Gardens ODP, 381 Rana Road, PLD-2023-121;
Hearing Date February 10, 2026

Date: February 5, 2026

We submit these comments with respect to the application for the Camelback Gardens ODP (the Application). While we do not oppose the right of the Developers to develop their lands, we oppose the ODP in its current configuration, and we urge the Planning Commission (PC) to recommend a plan that is more in keeping with the scale of development already existing in the Cobblestone Ridges neighborhood. For that reason, we **request that the PC recommend denial of the Application as submitted**. We request that all of these materials be made part of the official record of the Application and forwarded on to the City Council. We request written notice and an opportunity to be hearing at all future hearings on this Application, for the reasons set forth below.

1. Standing.

We own our home at 396 Butte Court and we have lived there continuously since 2005. All of the statements in this memorandum are based on our personal knowledge. Our home directly abuts the lands encompassed by the Application, which is immediately to the east of our backyard. We will be harmed by the proposed development because the Developers propose to construct multiple dwellings up to forty (40) feet high ten (10) feet from our backyard property line, thereby affecting our property values, views, sunlight access, and privacy. We also use a trail that exits our property to access the unbuilt portion of Rana Road, and that access appears to be jeopardized. Additionally, we use the adjacent open space that is referenced in the Application.

We have personal knowledge of all of the lands owned by the Developers because this area has been used by us and many of our neighbors to access nearby City of Grand Junction open space.

2. Review Criteria.

The criteria contained in Section 21.02.150(a) of the Grand Junction Zoning and Development Code (2010) apply.[1] Planned developments rezoning should be used "when long term community benefits will be derived...", including more efficient infrastructure; reduced traffic; more usable public or private open space; recreational amenities; and/or

[1] Unless otherwise noted, all Grand Junction Zoning and Development Code citations in this document are to the 2010 version, which staff has deemed applicable to the current Application.

needed housing choices. Id. Under Section 21.02.150(b)(2), the Applicant has the burden of showing conformance with all of the criteria, subsections i) through x) of that section. We address each of these separately.

i) The Application Does Not Comply with Comprehensive Plans and Policies.

The Staff Report (January 13, 2026)[2] asserts that the proposal is consistent with City advisory plans and policies because it is infill development, context-sensitive development, and harmonious with the 2019 Housing Needs Assessment. Staff Report, p. 281. We agree that the Application is infill development, but dispute the remainder.

First, the Application does not comply with the Grand Junction Comprehensive Plan. The Application lands are currently designated as PD, and much of the existing development in the Ridges includes Planned Unit Developments (PUDs). However, the 2020 Comprehensive Plan, pp. 59-60, designates the future development in the Ridges as "residential low" density, of between 2 to 5.5 dwellings per acre. The Applicant's proposal, which contemplates 90 houses on 10.29 acres amounts to 8.7 dwellings per acre. The Application does not meet this basic consistency requirement, and the staff glosses over this defect.

Second, the application does not comply with the City's Housing Strategy policies. Three of the four top housing needs in Grand Junction are driven by lack of affordability. See Grand Junction Housing Strategy Update 2024, p. 4. While different types of housing may be desirable, this Applicant is not proposing affordable housing. Homes similar to the Applicant's proposal in the Ridges are listed $675,000 (2398 Ridge Circle Drive- Velo Ridge, MLS 20251296). There is no proof that this application supports housing affordability, and the applicant offers no data that the housing mix is needed to satisfy affordable housing needs.

ii) Compliance with the Rezoning criteria provided in GJMC 21.02.140 is not Shown.

We address those criteria as stated in the ordinance.

1. Subsequent Events have invalidated the original premises and findings.
   See #2 below.

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

The build-out in the immediate vicinity of the Applicant's property is zoned R-4. In addition to being inconsistent with the Comprehensive Plan, the Application is inconsistent with adjacent zoning.

[2] All references to the Staff Report are to the January 13, 2026 document.

The Cobblestone Ridges neighborhood is closest to the Application property, sitting immediately north and west. Cobblestone Ridges was developed as R-4, a zoning designation deemed appropriate for residential low-density development. R-4 calls for a minimum lot size of 7,000 square feet, with minimum setbacks of 20 feet (front), seven feet (side), and 25 feet (rear). In fact, lot sizes and setbacks in Cobblestone Ridges are considerably larger than these minimums. The houses now existing closest to the Application area (Butte Court, Saddle Court, and Rana Road) are all built to R-4 standards. Cobblestone Ridges Phase 1 comprises 26 lots on 30.48 acres (1.17 lots per acre, inclusive of open space); Phase 2 comprises 21 lots on 9.39 acres (2.2 lots per acre). See Exhibits 1 and 2, Cobblestone Ridges Plats, attached. R-4 is a more appropriate base zone for the Application because it conforms to the existing neighborhood.[3]

This conclusion is buttressed by the fact that the Redlands Mesa development, immediately to the south of the Applicant property, was authorized at an R-4 density. See Grand Junction Ordinance No. 4495 ("The default zoning is R-4 Residential, 4 units per acre."). The Applicant proposal of R-5 amounts to a substantial increase in overall land use density which is inconsistent with the existing neighborhood.

The City seems to miss this point, noting that the R-5 selection by the Applicant designation is appropriate without reference to existing conditions closest to the project. See Staff Report, p. 296.

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

The record does not disclose if existing community facilities are sufficient to serve this project: no service commitment letters are provided (apart from some calculations regarding hydrant flows). The staff discussion and submittals on this subject lack detail and are conclusory.

4. An inadequate supply of suitably designated land is available in the community to accommodate the proposed land use.

Staff notes that the Applicant has provided no detail to satisfy this element. Staff Report, p. 294. The element is not satisfied.

5. The community or area will derive benefits from the proposed amendment.

We strongly disagree that this element is satisfied. On balance, the Application represents a net-loss for the neighborhood in terms of: increased traffic; pedestrian

[3] Admittedly there are higher density projects in the Ridges, but these are all separated from the subject Property by a ridgeline. Additionally, these projects were in many cases developed in the County prior to annexation.

safety; problematic storm drainage; loss of privacy; increased crowding; looming buildings, loss of solar access; and overall quality of life for residents.

iii) The Application Fails to Meet Planned development criteria of Chapter 21.05.

Planned development zones apply "where long term community benefits will be derived" from a particular development. GJMC 21.05.010. Applicable zoning standards in a PD shall be derived from the "underlying zoning." GJMC 21.05.020. Planned developments must "minimally comply with the development standards of the default zone and all other applicable code provisions." CJMC 21.05.040(a). Among these "development standards" is a minimum open space requirement, which provides that "the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or 10 percent of the value of the property" as open space. GJMC 21.06.020.

The Applicant's Open Space Dedication is Unlawful.

This Application proposes to construct 90 housing units on 10.34 acres, and therefore exceeds the ten dwelling units standard. The Staff Report indicates that the Application supports adopted policies by creating new parks or open space. Staff Report, p. 382. This statement is misleading. Exhibit A of the ODP reveals open space areas to be dedicated by the Applicant to be **insignificant**. These open spaced total 23,484 square feet, or 2.2% of the land area of the Application. Response to PD Criteria, Packet p. 374. Indeed, Tract NN on that listing is an unbuildable area that is already occupied by a community trail. The open space shown in the Application fails to satisfy this mandatory 10% dedication requirement of GJMC 21.06.020.[4]

Moreover, all of the open space and trails surrounding the Application property are already dedicated to the City of Grand Junction, and have been used by the public for decades. See Exhibit 3, Open Space Map. These parcels are not part of the Application and cannot constitute a justification for granting the subject Application or for granting any density increase. Indeed, the lands were conveyed by the Ridges Metro District to the City on July 15, 1992, subject to the condition that the "..City will own, operate, and maintain the District parks and trails on the same terms and conditions and up to the same standards..." as similar facilities in the City. Exhibit 4, 1992 Quit Claim Deed. The Application fails to comply with a mandatory open space dedication requirements.

iv) Adequate Stormwater Facilities are Not Shown in the Record.

Cobblestone Ridges has existing stormwater management issues on Rana Road. Portions of the subject property are upgradient from Rana Road. The Application provides no detail on how stormwater will be handled in the proposed development. See P. 360 (discussion of utility services and infrastructure). The Application will undoubtedly result in

[4] The Applicant also fails to meet the more stringent 20% dedication requirement for projects using "cluster development. See GJMC 21.03.60(c)(1)("twenty percent of the gross acreage must be open space.")

increased impervious surfaces in an area with erosion prone soils. This element is not met due to no analysis.

v) The Proposal Will Add to Traffic and Compromise Safety; No Data is Provided to Determine Impacts.

Although staff claims that this criterion is met, Packet p. 383, the Applicant has not provided any traffic study or data to back up this contention. The main point of egress for the project will likely be Rana Road. The Ridges is a largely automobile-dependent neighborhood.

The ITE Trip Generation Manual, 9th Edition, estimates that 90 single family dwelling units would have a weekday trip rate of 9.94/du, or 894.6 trips per day. Much of this new traffic will be directed to Rana Road, as it presents the shortest connection to Ridges Boulevard. Assuming 80% of those new trips use Rana Road, the Application, if approved, could generate 715.6 trips per day, on top of existing usage.[5] Parts of Rana road have no sidewalks, and the portion in Cobblestone Ridges only has a sidewalk on one side.

We have substantial concern about this increased traffic burden—particularly as it affects pedestrians and children in the neighborhood. This criterion is not satisfied because of the absence of any data in the Application.

vi) Buffering for the Cobblestone Ridges Neighborhood is Inadequate.

Staff notes that "except for Pod C" The majority of the development is naturally buffered by existing open space and outcrops. Staff Report, P. 384. Pod C is directly adjacent to the existing homes on Butte Court, and Pods D and E are also adjacent across the project road, and to Rana Road. Staff admits that the portions of the development adjacent to Butte Court and Cobblestone Ridges will have inadequate screening and buffering. This criterion is not met.

No effort has been made to provide buffering or screening to the existing development areas that are most likely to be affected. In truth, the Applicant proposes the greatest density (1,200 square foot lots in Pods C, D, and E) and the greatest impacts for just these areas.

The Applicant proposes to construct houses similar in design and scope to those shown in Exhibit 5, attached. The 100% lot coverage and minimal setbacks proposed mean that these buildings will loom large over adjacent houses, blocking views and sunlight, and resulting in lost privacy for existing homeowners. A privacy fence (or the like) will not remedy the situation. This element is not satisfied.

[5] The new road connection will likely also funnel traffic from more dense phases of the Redlands Mesa development onto Rana Road.

Possible Alternative.

Cobblestone Ridges Phase 2 was developed with a berm along the length of Butte Court. See Exhibit 6. Virtually all landowners on the east side of Butte court have back gates that access the existing dirt road across the berm. The crest of the berm is approximately 30 feet from the east property line of all homes on Butte Court. A reasonable buffering solution would be to apply a minimum 30-foot building setback for all proposed structures in pods C and D that adjoin existing homes.

vii) The Applicant Unlawfully Uses Historic Open Space to Arrive at Project Densities and Fails to Comply with Mandatory Open Space Requirements.

The Staff Report claims that this project will have a density of 3.6 dwelling units per acre and that this density is within the Residential Low-Density level contained in the 2020 Comprehensive Plan, which calls for 3.6 units per acre. Staff Report, p. 290. As noted, this statement is incorrect, and appears to be derived from a claim by the Applicant that 15 acres of already dedicated open space should be factored into its project acreage. See Response to PD Criteria, Table on, p. 374 (showing 15.01 acres of "previously dedicated open space" . These statements are clearly erroneous, as demonstrated by the title history for the existing open space, discussed *supra*.[6]

The actual density of 8.4 units per acre is out of character for the neighborhood and the adjacent zoning. Further, the Applicant is deliberately opaque as to how many dwellings it proposes for each Pod in the project, as that information is omitted from its submittal. See PD Criteria Table, p. 374. Thus, for example, we cannot tell if the Applicant is proposing 8.4 units per acre for Pods C, D, and E, or something of higher density. Accordingly, this criterion is not met.

viii) The City Violated Its Ordinances and Basic Due Process to Give the Applicant Improper Special Treatment.

The Applicant will likely point to a resolution adopted by the Grand Junction City Council on February 4, 2026, to support its contention that the project density is appropriate. The resolution allows "inclusion" of dedicated City open space for purposes of the Camelback Gardens ODP boundary, presumably to allow an otherwise unlawful project to meet City density standards. This action was unlawful.

The GJMC 21.02.080(g) provides that "(n)otice of public hearings allow for community input and due process (the opportunity to be heard)." Further, "any person may offer relevant information in writing or in person." GJMC 2102.080(j)(3). Under the United States and Colorado Constitutions an administrative body has a duty to provide a fundamentally fair procedure where an individual property interest is at stake. *Van Sickle v. Boyes,* 797 P.2d 1267 (Colo. 1990). At minimum, due process requires notice and an opportunity to be

[6] No documents or other authority have been provided to explain why this project would be entitled to claim that its density is lower because of historically dedicated open space.

heard before an impartial body. Id. at 1273; also: C.R.S. 31-23-304 (modification of zoning regulations not effective until after a public hearing in which interested persons have an opportunity to be heard).

Here, the City issued to the public a mailed "Notice of Public Hearing," see Exhibit 7 attached, specifying a Council public hearing on February 4, 2026. At the February 4 hearing the City refused to allow public comment, despite receiving an extensive staff presentation.[7] The City then proceed to approve the "Resolution." This action was unlawful and undertaken in violation of the City's ordinances and basic notions of procedural due process.

Moreover, the City's decision is unlawful because it ignores the City's ordinances and amounts to the grant of a special "density bonus" to a favored developer—essentially allowing him to construct more homes on a parcel of land than the City's ordinances would allow. It is a naked attempt to confer a private financial benefit.

The City's ordinances mandate "dedication" of open space—the transfer of ownership by the "owner" (land use applicant) to another party (the City) as part of a development application, and in order to obtain specific PUD approval. See GJMC 21.06.020(a) and 21.10.020 (defining dedication). The ordinance requires the applicant to transfer ownership for required open space to get the land use approval.

Here, the Applicant did nothing of the sort. The City simply waived its requirements and gave the Applicant credit for lands dedicated by others to another local government decades ago. The action was arbitrary and unlawful and not supported by any legal authority.[8]

ix) The Proposed Default Zoning Standard is Inappropriate; No deviation is Justified in the Record; and the Project Violates Mandatory Substantive Standards-with Accompanying Public Safety Risk.

The Staff Report, p. 290, says the R-5 district was selected for the Application. No justification for this selection is provided, other than that the applicant wants it. Id. The R-5 district is inappropriate for this area—R-4 is more compatible with the neighborhood. In any case, the Planning Commission is not bound by this recommendation and it should reject it for the reasons stated herein.

The R-5 designation is also inappropriate because it pushes houses too close together. The Applicant is proposing 2,400 square foot lot areas (1,200 square feet for Pods C-F) and 100% lot coverage, with forty (40) foot building heights, and compressed setbacks of as

[7] The undersigned was present at the hearing and asked the City Attorney for an opportunity to be heard. The Mayor refused to allow public comment, allowing comment only during "unscheduled business" **after the decision was made.**

[8] City staff refused to respond to requests for an explanation of this action.

little as 15 feet (front), 5 feet (side), and 10 feet (rear). If approved, the Camelback Gardens ODP would allow 90 houses on 10.34 acres (8.7 lots per acre).[9] These deviations fail to meet even the more lenient requirements of the R-5 district, which mandates 4,000 square foot minimum lot area, 60% lot coverage, and 20/5/15 front, side, and rear setbacks. GJMC 21.03.040 (Residential District Summary Table).

GJMC 21.05.050(f)(1) provides that setbacks shall not be less than the default zone unless the applicant can prove that:

i) "Buildings can be safely designed and the design is compatible with lesser setbacks. Compatibility shall be evaluated by the International Fire Code or any other applicable life, health, or safety codes...
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 features."

The Staff Report is devoid of any facts or analysis showing that these criteria were met. There is no or minimal discussion of building safety concerns that arise due to the reduced setbacks.

Recent experience in Colorado with the 2021 Marshall Fire (1,084 homes destroyed) reveals that subdivision developments are indeed vulnerable to wildfire, and compressed setbacks can contribute to fire spreading. The Colorado State Wildfire Risk Viewer delineates the Application area as "moderate" for fire risk with significant "high" risk areas in Cobblestone Ridges. See Exhibit 8.

Second, the Application fails to show any increased screening as a way to justify the compressed setbacks. There is minimal discussion of screening as to the Cobblestone Ridges homes that will be most affected by this Application.

Third, the Staff Report states that the changes are justified to support "clustering of dwellings (p. 385), and a "necessary component" of the Applicant's choice to plat only building envelopes (p. 386). There is no clustering in this Application—only 2.2% of the lands are set aside as open space. If approved, virtually every area that can be built upon will be built upon, with minimal spaces in between. And, the Application does not even comply with mandatory "clustering" rules, which specify an absolute minimum lot size of

[9] The Applicant falsely claims that its project results in 3.48 dwelling units per acre, but this figure is derived by adding into the application 15.01 acres of existing open space previously dedicated to the City of Grand Junction. See Packet P. 374 (description of "pods" and project acreage). All of the open space referenced in the Application was conveyed by others to the Ridges Metro District, and later deeded to the City of Grand Junction when the lands were annexed.

3,000 square feet and dedication of 20% of the land area as open space. See GJMC 21.03.060(c)(3)("In no event shall any lot be less than 3,000 square feet.").[10]

The Applicant fails to show that the default standards are appropriate, and it fails to prove that deviations are justified based on the standard set in the ordinance. The proposal violates mandatory clustering rules. This element is not satisfied.

x) The Phasing Plan Would Allow Long-Term Speculation.

The Applicant provided a phasing plan, Packet p. 368; it calls for full build out of Phase 1 by 2031, Phase 2 by 2040, and phase 3 by 2043. The plan notes those deadlines may be extended. Id. We have no objection to the Phase 1 plan. However, the phasing for the other parts of the project suggest that this development is intended for long-term speculation, rather than responding to immediate housing needs in the City.

Colorado law allows extended project vesting, but there are mandatory development agreement requirements that have not been satisfied here. The default maximum vesting period for a site-specific development plan is no more than three years. See C.R.S. 24-68-103(1)(a property right remains vested for three years, subject to limited exceptions). We submit that a 17-year phasing plan is excessive, especially given the history of lapsed development plans for this property. See Staff Report, p. 287 (noting previous lapse of plans for this property).

3. Conclusion.

Camelback Gardens fails to comply with multiple criteria contained in Grand Junction Ordinances and advisory documents. The City staff have been less than candid in their evaluation of the project, and there are serious legal violations in the process employed to date. The Planning Commission did not cause these defects, but it should not enable them either. The ODP should therefore be denied.

However, if the Planning Commission is inclined to recommend some form of approval, we submit that the following recommendation is appropriate.

Suggested motion:

"I move to approve Camelback Gardens ODP, PLD 2023-121, subject to the following mandatory conditions.

1. The ODP is approved with an R-4 default zone with no deviations from mandatory massing, lot size, density, and setback criteria, except as stated in #2
2. A 30-foot setback is required for structures to be developed adjacent to Rana Road and Butte Court.

[10] Deviation from standards may be recommended when there is an open space **dedication** of "20% or greater." GJMC 21.05.040(g)(2). No such dedication applies here. See also GJMC 21.03.060(d)("At least 20% of a cluster development shall be open space.")

3. Overall density must be determined without inclusion of already dedicated City open space adjacent to Lots 1 and 2.
4. The Developer must respect and improve existing trails on the property.
5. The Developer must provide a suitable storm water management plan that contains expected stormwater flows on the subject property, as required by

Thank you for listening to our concerns.

By: _____ 2-6-26

Chrisopher G. McAnany
396 Butte Cout
Grand Junction, CO 81507
(970) 248-5862

Date

Attachments:

1. Cobblestone Ridges Phase 1 Plat
2. Cobblestone Ridges Phase 2 Plat
3. Grand Junction Dedicated Open Space Map
4. Ridges Open Space Deed to City of Grand Junction, 1992
5. Architect Rendering of Camelback Gardens Home and Velo Ridge Building Photos
6. Butte Court Berm Aerial Photo
7. City of Grand Junction "Notice of Public Hearing" for February 4, 2026
8. Colorado State Forest Service Wildfire Map of Subject Property

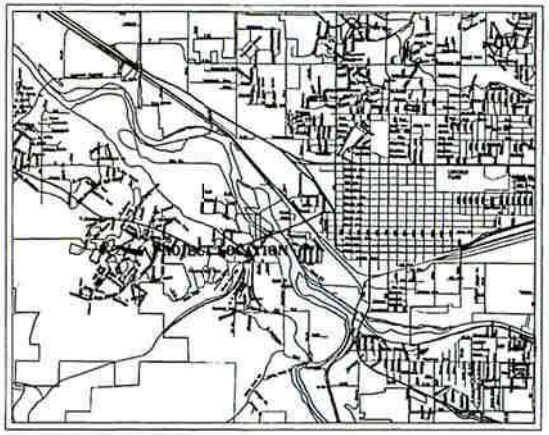
-End of Document-

COBBLESTONE RIDGES

A REPLAT OF PORTIONS OF LOT 1 BLOCK 23 OF A REPLAT OF PART OF THE RIDGES FILING NO. SIX, & LOT 3 THE RIDGES FILING 6B CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

EXHIBIT 1

VICINITY MAP
NOT TO SCALE



CURVE TABLE

CURVE	DISTANCE	RADIUS	DELTA	BEARING	CHORD
C1	52.33	273.00	11°01'05"	N21°59'04"E	52.25
C2	33.47	273.00	07°00'51"	N15°58'26"E	33.45
C3	18.40	200.00	08°04'43"	N11°40'03"E	18.39
C4	56.78	200.00	17°24'47"	N24°24'41"E	56.55
C5	34.77	200.00	09°57'35"	N35°05'58"E	34.73
C6	36.40	288.00	07°14'37"	N36°25'56"E	36.38
C7	135.76	286.00	27°11'05"	N20°11'40"E	134.49
C8	27.37	288.00	05°26'50"	N06°23'33"E	27.36
C9	50.15	70.00	41°04'06"	N24°40'35"E	49.11
C10	31.36	70.00	25°39'54"	S53°24'51"W	31.09
C11	43.00	56.00	31°37'14"	S45°36'21"W	42.44
C12	37.91	80.00	27°08'56"	S45°49'35"W	37.56
C13	60.17	80.00	43°05'46"	S68°24'04"E	58.77
C14	33.67	80.00	24°07'29"	S45°03'40"E	33.43
C15	17.06	80.00	12°13'33"	S57°10'08"E	17.03
C16	69.42	80.00	49°43'04"	S88°15'53"E	67.26
C17	27.31	40.00	39°07'08"	N65°18'49"E	26.78
C18	51.89	40.00	37°06'52"	N26°53'25"E	50.06
C19	30.76	80.00	21°44'15"	N08°27'46"W	30.58
C20	9.05	200.00	02°35'37"	N09°38'33"W	9.05
C21	80.98	200.00	23°12'14"	N13°15'19"W	80.43
C22	34.11	200.00	09°46'17"	N01°48'45"E	34.07
C23	27.46	200.00	07°51'56"	N05°13'31"E	27.43
C24	41.92	242.00	09°55'17"	N38°59'07"E	41.87
C25	31.14	244.00	07°18'08"	N41°46'46"E	31.12
C26	50.13	244.00	11°46'07"	N53°24'15"E	50.04
C27	53.77	244.00	12°37'33"	N65°51'58"E	53.66
C28	25.54	244.00	06°00'25"	N72°49'29"E	25.52
C29	83.91	286.00	16°48'40"	N68°18'37"E	83.61
C30	41.72	114.00	20°58'33"	S51°05'52"W	41.49
C31	169.03	36.00	268°99'59"	S72°30'31"E	51.35
C32	44.49	244.00	10°26'36"	N60°12'36"W	44.43
C33	34.31	206.00	23°47'59"	S78°39'57"W	33.64
C34	25.26	206.00	06°31'35"	S66°03'05"W	25.24
C35	45.71	264.00	09°55'17"	N38°59'07"E	45.66
C36	234.17	202.00	66°25'30"	N62°51'44"E	221.28
C37	52.19	92.00	32°29'41"	S30°52'39"W	51.49
C38	133.34	264.00	28°56'11"	S16°45'53"W	132.01
C39	33.34	275.00	11°11'45"	N63°29'58"W	33.30
C40	37.83	275.00	12°06'39"	S72°45'57"W	37.80

RIDGE SETBACK LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°14'57"E	30.00
L2	N08°12'11"E	49.84
L3	N64°44'52"E	31.97
L4	S81°44'42"E	44.05
L5	N81°31'23"E	44.78
L6	N09°24'00"E	47.89
L7	N06°25'08"E	41.88
L8	N18°53'08"E	39.79
L9	N30°45'51"W	42.81
L10	N60°38'58"W	58.22
L11	N05°11'23"W	31.11
L12	N34°30'11"E	44.59
L13	N35°12'48"E	43.25
L14	N52°54'25"E	43.41
L15	N39°13'41"E	20.05
L16	N48°52'22"E	84.58
L17	N81°36'35"E	34.07
L18	N88°23'11"E	44.87
L19	N88°42'03"E	46.79
L20	N72°28'03"E	45.07
L21	N68°21'41"E	42.77
L22	N55°37'30"E	42.77
L23	S89°51'02"W	28.87
L24	S40°58'23"E	30.85
L25	S01°48'23"W	25.13
L26	S15°19'48"W	47.81
L27	N11°38'41"E	42.23
L28	N04°33'13"W	53.05
L29	S11°12'07"E	45.36
L30	N03°06'51"E	41.21
L31	S33°52'09"W	45.21
L32	S34°50'11"W	13.81
L33	S15°10'24"W	37.08
L34	N41°55'37"E	47.30
L35	S00°47'09"W	45.00
L36	N83°06'39"E	49.27
L37	N28°23'01"E	47.05
L38	S00°14'57"W	45.00
L39	S04°44'00"E	22.32
L40	S08°41'48"E	45.70
L41	S03°58'39"W	48.27
L42	S08°48'39"W	47.85
L43	S30°58'39"W	45.52
L44	S76°58'39"W	28.15

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Cobblestone Ridges, LLC, a Colorado Limited Liability Company, is the owner of that real property in the City of Grand Junction County of Mesa, State of Colorado, being situated in the Southwest one-quarter and Southeast one-quarter of Section 17, and the Northwest one-quarter and the Northeast one-quarter of Section 20, Township 1 South Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as described in Book 1725 at Page 368 and in Book 1758 at Page 60 of the Mesa County records, as shown on the accompanying plat, said property being more particularly described as follows:

Lot 1 Block 23, replat of Lots 48A through 73A, Block Nine, Lots 31B through 56A, Block Thirteen, Lots 3B through 40A, Block Twenty-three, Lots 1A through 7A, Block Twenty-eight The Ridges Filing No.Six.

AND Lot 3, The Ridges Filing 6B,

Mesa County, Colorado

That said owner has caused the said real property to be laid out and surveyed as COBBLESTONE RIDGES, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

* All Streets and Rights-of-Way to the City of Grand Junction for the use of the public forever.

* All District Open Space tracts to the City of Grand Junction for the use of the public.

* All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, irrigation lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.

* Those parcels designated as Common Open Space to the Homeowners Association of the lots and tracts hereby platted for the purpose of parks.

* All Drainage Easements to the owners of lots and tracts hereby platted as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas through natural or man-made facilities above or below ground.

* Tract A to the Homeowners Association of lots and tracts hereby platted as open space for the purpose of detaining runoff water which originates from the area hereby platted.

* Tracts B and C to the Homeowners Association of lots and tracts hereby platted as common open space.

* All Ingress/Egress Easements to the owners of lots or tract specifically identified on the plat as perpetual easements for ingress and egress purposes for the use by said lot or tract owners, their guests and invitees and also for use by public services including but not limited to, postal service, trash collection, fire, police, emergency vehicles, and the City of Grand Junction.

* Temporary Turnaround Easement to the City of Grand Junction for the use of the public until such time as Rana Road right-of-way is extended and construction completed beyond the limits as shown hereon.

All easements include the right of ingress and egress on, along, over, under, and 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, the right to dredge, provided, however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF said owner has caused his name to be hereunto subscribed this 13th day of November A.D., 1996.

Steven E. Craven
Cobblestone Ridges, LLC, a Colorado Limited Liability Company
By Cobblestone Communities, Inc., its manager
By Steven E. Craven, President

The undersigned City of Grand Junction is the owner of certain portions of this property previously platted as District Open Space and hereby consents to the re-platting of said Open Space as affected by this plat.

Mark Achen
City Manager

Linda Afman
Mayor

State of Colorado)
County of Mesa)

This plat was acknowledged before me on this 18th day of November, 1996 by Steven E. Craven as President of Cobblestone Communities, Inc., a Colorado corporation, manager of Cobblestone Ridges, LLC a Colorado Limited Liability Company and by Mark Achen City Manager and Linda Afman Mayor, City of Grand Junction.

Linda S. Espinoza
Notary Public

My address is 250 N. 5th St. Grand Junction, CO 81501
My Commission expires 9-24-97

CITY APPROVAL

This plat of COBBLESTONE RIDGES, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved this 6th day of November, 1996.

Mark Achen
City Manager

Linda Afman
Mayor

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, at 3:04 o'clock P M. this 19th day of December, 1996, and is duly recorded in Plat Book No. 15 Page 199 & 200 as Reception No. 1778562 Drawer No. CC-91 201

Clerk and Recorder of Mesa County

DECLARATION OF COVENANTS

This property is subject to the effect of restrictions as set forth on the plat of the Ridges, Filing No. Six, and covenants, conditions, and restrictions as contained in instrument recorded in Book 1310 at Page 29, and as amended by instrument recorded in Book 1736 at Page 564, and covenants, conditions, and restrictions as contained in instrument recorded in Book 1845 at Page 386, and covenants, conditions, and restrictions as contained in an instrument recorded in Book 2210 at Page 808.

SURVEYOR'S STATEMENT:

I, Dennis H. Shelmon, being a registered Professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat and survey of COBBLESTONE RIDGES was made by me and/or under my direct supervision and that to the best of my knowledge, belief, and information both are accurate and conform to all applicable standards and regulations of the State of Colorado and to all applicable requirements of the Zoning and Development Code of the City of Grand Junction.

Dennis H. Shelmon, Colorado Registered PLS 24980
Date Dec 2, 1996

LAND USE SUMMARY

LOTS:	23.390 ACRES	78.7%
STREETS:	1.211 ACRES	4.0%
COMMON OPEN SPACE:	1.498 ACRES	4.9%
DISTRICT OPEN SPACE:	4.384 ACRES	14.4%
TOTAL:	30.483 ACRES	100.0%

NOTE: OPEN SPACE TOTALS REFLECT NET NEW OPEN SPACE CREATED BY THIS PLAT. PREVIOUS OPEN SPACE CONTAINED IN LOTS & STREETS ON THIS PLAT CONVEYED TO OWNERS BY CITY OF GRAND JUNCTION. REMAINDER OF DISTRICT OPEN SPACE IS AS PREVIOUSLY PLATTED.

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.

COBBLESTONE RIDGES

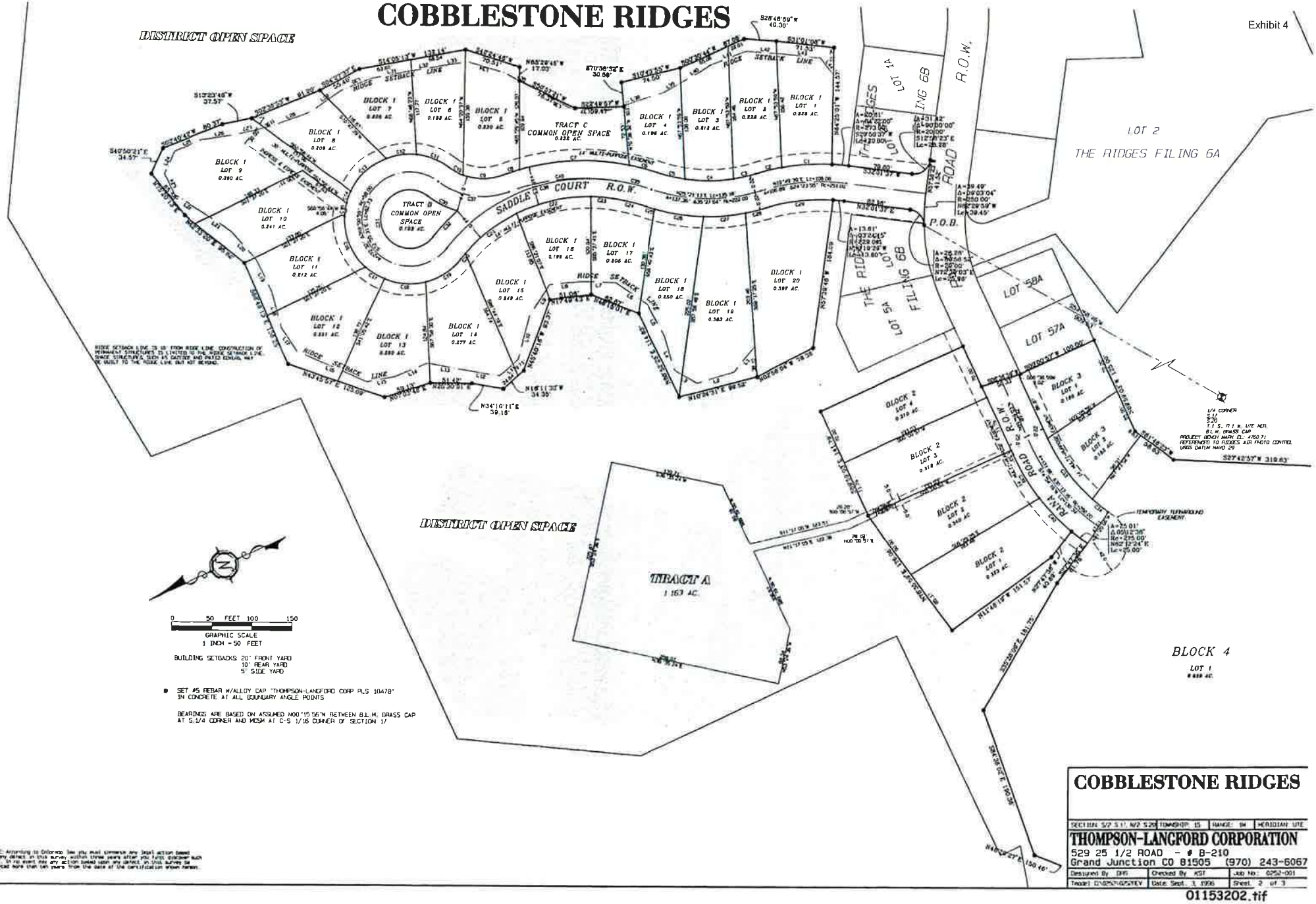
SECTION 5/2 S.17-N/2 S.20	TOWNSHIP 1S	RANGE 1W	MERIDIAN UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DRS	Checked By: KST	Job No.: 6252-001
Model: G:\6252\6252REV	Date: Sept. 3, 1996	Sheet 1 of 3

01153201.tif

COBBLESTONE RIDGES



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.

COBBLESTONE RIDGES

SECTION S/2 S.17, N/2 S.20	TOWNSHIP: 1S	RANGE: 1W	MERIDIAN: UTE

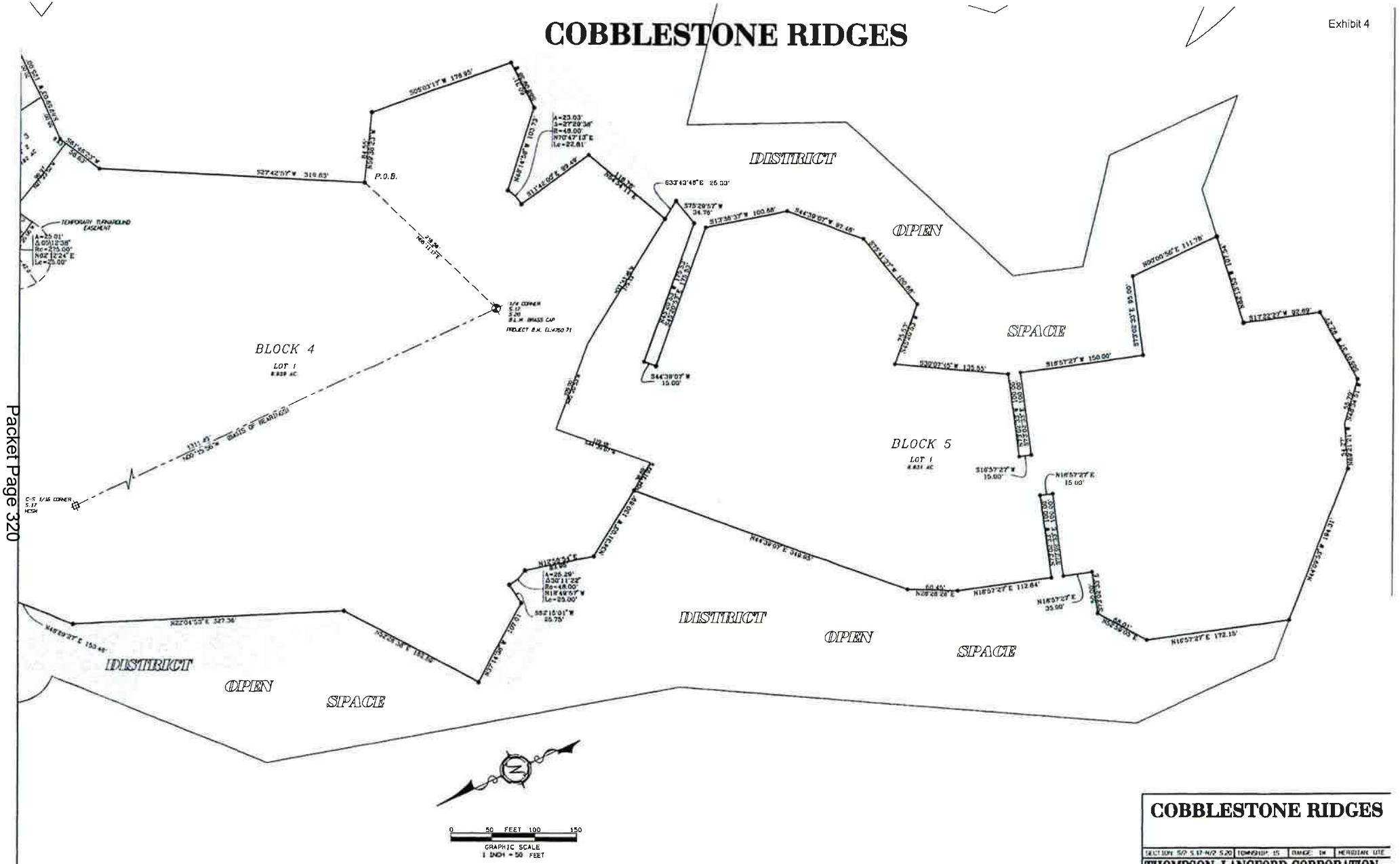
THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DMS	Checked By: KST	Job No.: 0252-001
Tracked: DWG/TN-0252REV	Date: Sept. 3, 1998	Sheet: 2 of 3

01153202.tif

Exhibit 4

COBBLESTONE RIDGES



0 50 FEET 100 150

GRAPHIC SCALE
1 INCH = 50 FEET

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.

COBBLESTONE RIDGES

SECTION 5&7 S.17-N&2 S.20	TOWNSHIP 1S	RANGE 1W	MERIDIAN UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By DMS	Checked By MTT	Job No: 0252-001
Travel: D:\SSA\0252REV	Date: Sept. 3, 1998	Sheet 3 of 3

01153203.tif

EXHIBIT

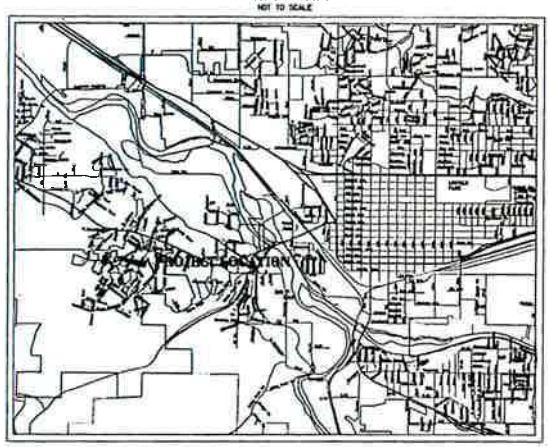
tabbies

2

COBBLESTONE RIDGES
PHASE 2

A REPLAT OF LOT 1 BLOCK 4 COBBLESTONE RIDGES
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

VICINITY MAP
NOT TO SCALE



CURVE TABLE

CURVE	DISTANCE	RADIUS	DELTA	BEARING	CHORD
C1	137.39	297.00'	26°29'57"	S46°34'12"W	136.16'
C2	62.15	178.00'	20°00'19"	N48°38'12"W	61.84
C3	49.80	112.00'	24°51'40"	N49°03'05"W	49.22
C4	53.39	112.00'	27°18'40"	N75°09'08"W	52.88
C5	49.87	112.00'	25°30'53"	S79°27'35"W	49.46
C6	77.88	112.00'	39°49'20"	S47°32'28"W	76.33
C7	34.88	112.00'	17°50'20"	S19°09'38"W	34.73
C8	19.87	465.00'	02°26'53"	S10°37'53"W	19.86
C9	75.58	465.00'	09°18'31"	S15°35'54"W	75.50
C10	78.27	465.00'	09°38'35"	S25°33'08"W	78.18
C11	81.77	465.00'	10°04.20"	S35°37'11"W	81.66
C12	4.65	465.00'	00°34'21"	S44°21'36"W	4.65
C13	28.34	73.00'	22°14'21"	S78°12'17"W	28.16
C14	35.73	46.00'	44°30.10"	N68°39'06"W	34.85
C15	51.72'	46.00'	71°49'39"	S33°55.01"W	51.56
C16	44.23	46.00'	52°47'45"	S01°18'35"E	42.68
C17	60.54	46.00'	75°25.43"	N73°08'34"E	56.80
C18	9.78	73.00'	07°40'44"	N35°46'55"E	9.77
C19	3.17	509.00'	00°21'23"	N44°28'25"E	3.17
C20	73.26	509.00'	08°15'09"	N40°09'48"E	73.19
C21	71.07	509.00'	07°59'56"	N32°01'36"E	71.01
C22	68.05	509.00'	07°39'53"	N24°11'40"E	68.04
C23	76.57	509.00'	08°37'07"	N16°03'10"E	76.49
C24	14.02	509.00'	01°34'41"	N11°57'36"E	14.02
C25	154.09'	68.00'	129°48'03"	N75°45'53"E	124.61
C26	39.73	222.00'	10°15'13"	S41°45'38"E	39.68
C27	40.59	222.00'	10°30'08"	S52°08'09"E	40.54
C28	35.72	278.00'	07°39'23"	S54°09'45"E	35.69
C29	56.88	278.00'	14°11'57"	S47°51'45"W	56.73
C30	57.50	213.00'	15°27'59"	S55°05'57"W	57.32
C31	5.46	213.00'	01°28'01"	S47°55'57"W	5.46

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cobblestone Ridges, LLC, a Colorado Limited Liability Company, is the owner of that real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the Southwest one-quarter and Southwest one-quarter of Section 17, and the Northwest one-quarter and the Northwest one-quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as described in Book 1725, at Page 368 and in Book 1759 at Page 69 of the Mesa County records, as shown on the accompanying plat, said property being more particularly described as follows:

Lot 1 Block Block 4, Cobblestone Ridges,
City of Grand Junction, Mesa County, Colorado

That said owner has caused the said real property to be laid out and surveyed as COBBLESTONE RIDGES PHASE 2, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

- All Streets and Rights-of-Way to the City of Grand Junction for the use of the public forever;
- All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, irrigation lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures;
- All Drainage Easements to the owners of lots and tracts hereby platted as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground.

All easements include the right of ingress and egress on, along, over, under, and through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and to drainage and Detention/Retention easements, the right to dredge, provided, however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF said owner has caused his name to be hereunto subscribed this 6th day of November, A.D. 1996.

Steven E. Craven
Cobblestone Ridges, LLC, a Colorado Limited Liability Company
by Cobblestone Communities, Inc., its manager
by Steven E. Craven, President.

State of Colorado)
) ss
County of Mesa)

This plat was acknowledged before me on this 6th day of November, 1996 by Steven E. Craven, as President of Cobblestone Communities, Inc., a Colorado corporation, manager of Cobblestone Ridges, LLC a Colorado limited liability company.

Notary Public
My address is 250 N. 5th St. Grand Jct, CO 81501
My Commission expires 9-20-97

CITY APPROVAL

This plat of COBBLESTONE RIDGES PHASE 2, a subdivision in the City of Grand Junction, County of Mesa, State of Colorado, was approved this 6th day of November, 1996.

City Manager — Mayor

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, at 3:08 o'clock P M. this 19th day of November, 1996, and is duly recorded in Plat Book No. 15, Page 202, 203 as Reception No. 1771368, Drawer No. CC102.

Clerk and Recorder of Mesa County

DECLARATION OF COVENANTS

This property is subject to the effect of restrictions as set forth on the plat of the Ridges, Filing No. Six, and convenants, conditions, and restrictions as contained in instrument recorded in Book 1318 at Page 27 and as amended by instrument recorded in Book 1725 at Page 564, and covenants, conditions, and restrictions as contained in instrument recorded in Book 1845 at Page 388, and covenants, conditions, and restrictions as contained in an instrument recorded in Book 1910 at Page 500.

SURVEYOR'S STATEMENT:

I, Dennis M. Shellhorn, being a registered Professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat and survey of COBBLESTONE RIDGES PHASE 2 were made by me and/or under my direct supervision and that to the best of my knowledge, belief, and information both are accurate and conform to all applicable Rules and Regulations of the State of Colorado and to all applicable requirements of the subdivision development code of the City of Grand Junction.

Dennis M. Shellhorn, P.L.S. 18480 — Date: Dec. 5, 1996

LAND USE SUMMARY

LOTS:	8.832 ACRES	88.8%
STREETS:	1.107 ACRES	11.1%
TOTAL:	9.939 ACRES	100.0%

COBBLESTONE RIDGES
PHASE 2

SECTION 5/2 S.17-N/2 S.20 | TOWNSHIP: 1S | RANGE: 1W | MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-5067

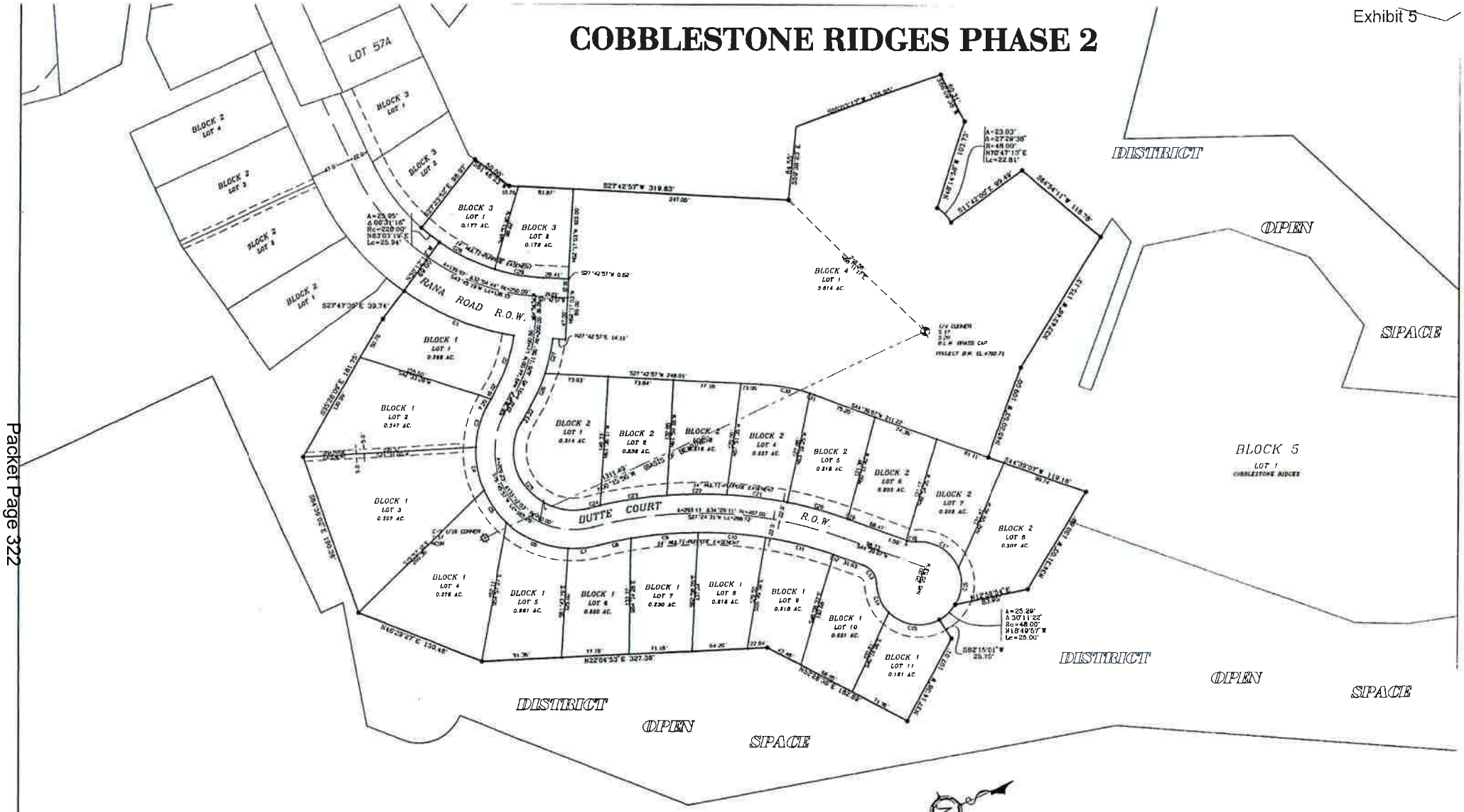
Designed By: DRS	Checked By: KST	Job No.: 0252-001
Drawn: DHGPSA/PREV	Date: Sept. 3, 1996	Sheet 1 of 2

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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.

Exhibit 5

COBBLESTONE RIDGES PHASE 2



COBBLESTONE RIDGES PHASE 2

SECTION: S1/2 S.11-N/2 S.20	TOWNSHIP: 1S	RANGE: 1W	MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DRS	Checked By: RST	Job No: 0252-001
Revised: D:\0252\0252REV	Date: Sept. 3, 1996	Sheet 2 of 2

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Ridges Open Space

he Geographic Information System (GIS) and its components are designed as a source of reference for answering inquiries, r planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and her information contained in official government records such as the County Clerk and Recorders office or the courts. In addition, e representations of location in the GIS cannot be substitute for actual legal surveys.
he information contained herein is believed accurate and suitable for the limited uses, and subject to the limitations, set forth ove. Mesa County makes no warranty as to the accuracy or suitability of any information contained herein. Users assume

0 0.0425 0.085 0.17 mi
0 0.05 0.1 0.2 km

1/21/2026

Mesa County, Colorado
GIS/IT Department

EXHIBIT 4

QUIT CLAIM DEED

The Ridges Metropolitan District, a special district organized pursuant to the laws of the State of Colorado, doing business at 372 Ridges Boulevard, Grand Junction, Colorado 81503, hereinafter Grantor, hereby sells and quit claims to The City of Grand Junction, a home rule city in the County of Mesa, State of Colorado, doing business at 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter Grantee, the following real property together with all fixtures, appurtenances, signs, surfacing and permanent installations to wit:

BOOK 1914 PAGE 315

All open space and park land owned by Grantor and being generally described as:

Filing #1 totaling 5.925 acres, including but not necessarily limited to, a tract of land commonly know as Entrance Park, 442 Ridges Boulevard and all other tracts in said filing as more particularly described by parcel numbers:

2945-163-24-944(038)
2945-163-24-944(022)
2945-163-24-944(018)

1609906 03:58 PM 07/30/92
Monika Todd Clk&Rec Mesa County Co
DOC EXEMPT

and,

Filing #2 totaling 6.259 acres, including but not necessarily limited to, a tract of land commonly known as Duckpond Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-14-944(015)
2945-201-04-944(022)
2945-201-01-944(010)
2945-174-24-944(033)
2945-163-26-944(022)

and,

Filing #3 totaling 13.4973 acres, including but not necessarily limited to, a tract of land commonly known as Hidden Valley Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-212-13-944(009)
2945-201-09-944(029)
2945-212-14-944(030)
2945-201-01-945(011)

and,

Filing #4 totaling 17.69 acres, including but not necessarily limited to, tracts of land commonly known as Valley View Way and the Tot Lot and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-13-944(033)
2945-201-04-944(022)
2945-201-08-944(029)
2945-201-07-944(025)
2945-201-06-944(017)

Recorder's Note: Poor Legibility On Document Provided For Recording.

and,

Filing #5 totaling .177 acres, including but not necessarily limited to, a tract of land commonly known as Boy Scout Park and all other tracts in said filing as more particularly described by parcel number:

2945-202-06-944(031)

BOOK 1914 PAGE 816

and,

A tract of land in Filing #5, Lot 1, Block 22 commonly known as the school site consisting of 6.372 acres:

and,

Filing #6 totaling 40.988 acres, including but not necessarily limited to, a tract of land commonly known as Autumn Ridge/Pleasant Hollow Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-174-30-944(079)
2945-174-29-944(074)
2945-174-34-944(015)
2945-202-17-944(019)
2945-202-06-955(050)
174-30-94

and,

A tract of land located at the entrance to the Ridges and as more particularly described in Book 1421 page 76 of the land records of Mesa County:

and,

A tract of land consisting of 2.243 acres located at 372 Ridges Boulevard.

and,

A deeded easement as more particularly described in Book 1867 page 751 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1879 page 105 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1860 pages 989 and 990 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1202 page 709 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1351 page 484 of the land records of Mesa County:

and,

Certain tracts of land commonly know as Bus Stop No. 1, Bus Stop No. 2, Bus Stop No. 3 and Bus Stop No. 4, together with the land reasonably required to maintain the structures located thereon and all signs affixed thereto:

and,

Any and all other real property owned by the District or in which the District may have an interest as of the date of this deed.

All parcel numbers are as existing in the records of the Mesa County Assessor as of the date of this deed and as represented in the attached assessors maps.

Signed this 15th day of July, 1992.

RIDGES METROPOLITAN DISTRICT

by: Ellsworth F. Stein
Ellsworth Stein
President of the Board of Directors

STATE OF COLORADO)
County of Mesa)

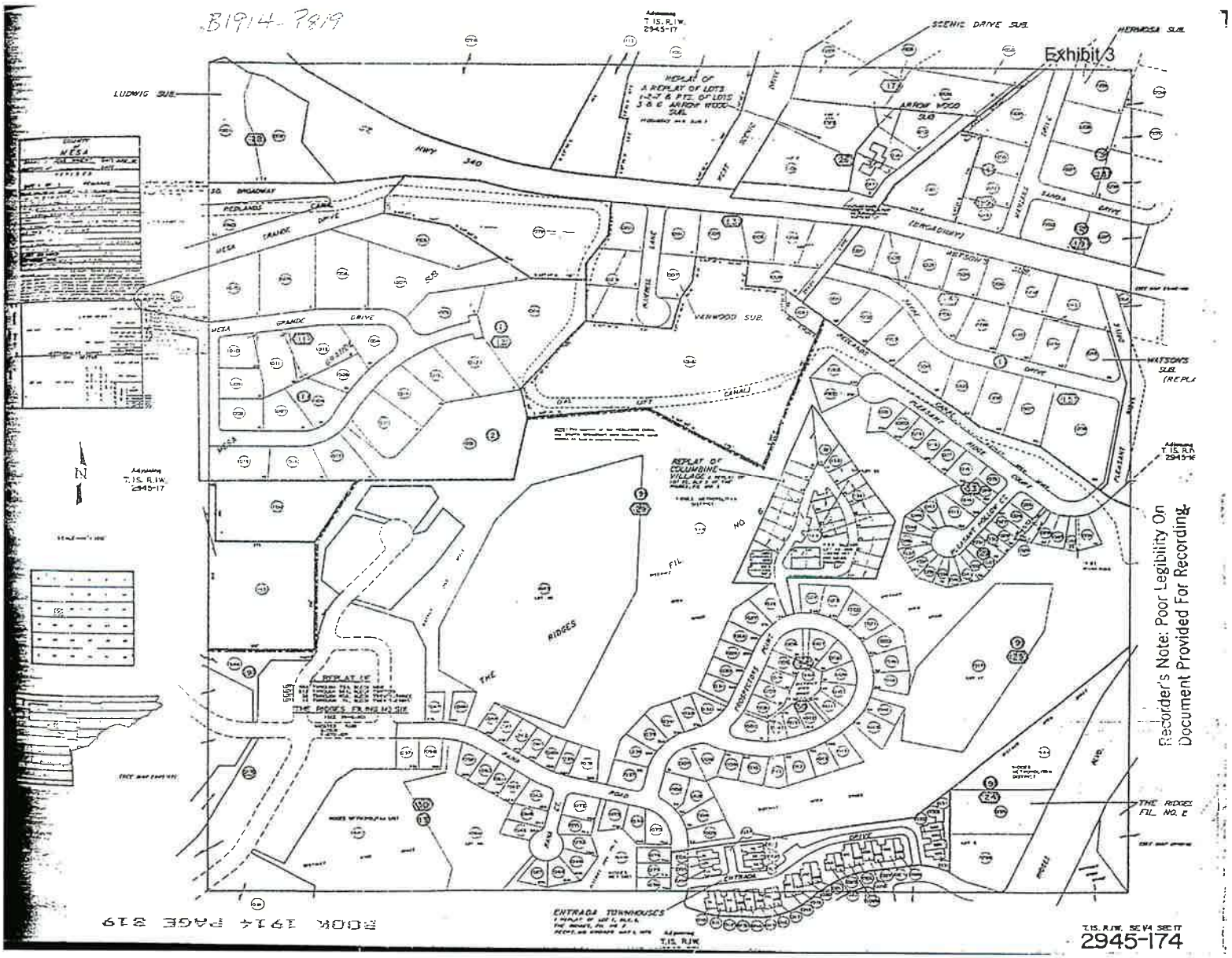
The foregoing instrument was executed before me this 15th day of July, 1992, by Ellsworth Stein, President of the Board of Directors of the Ridges Metropolitan District, Mesa County, Colorado.

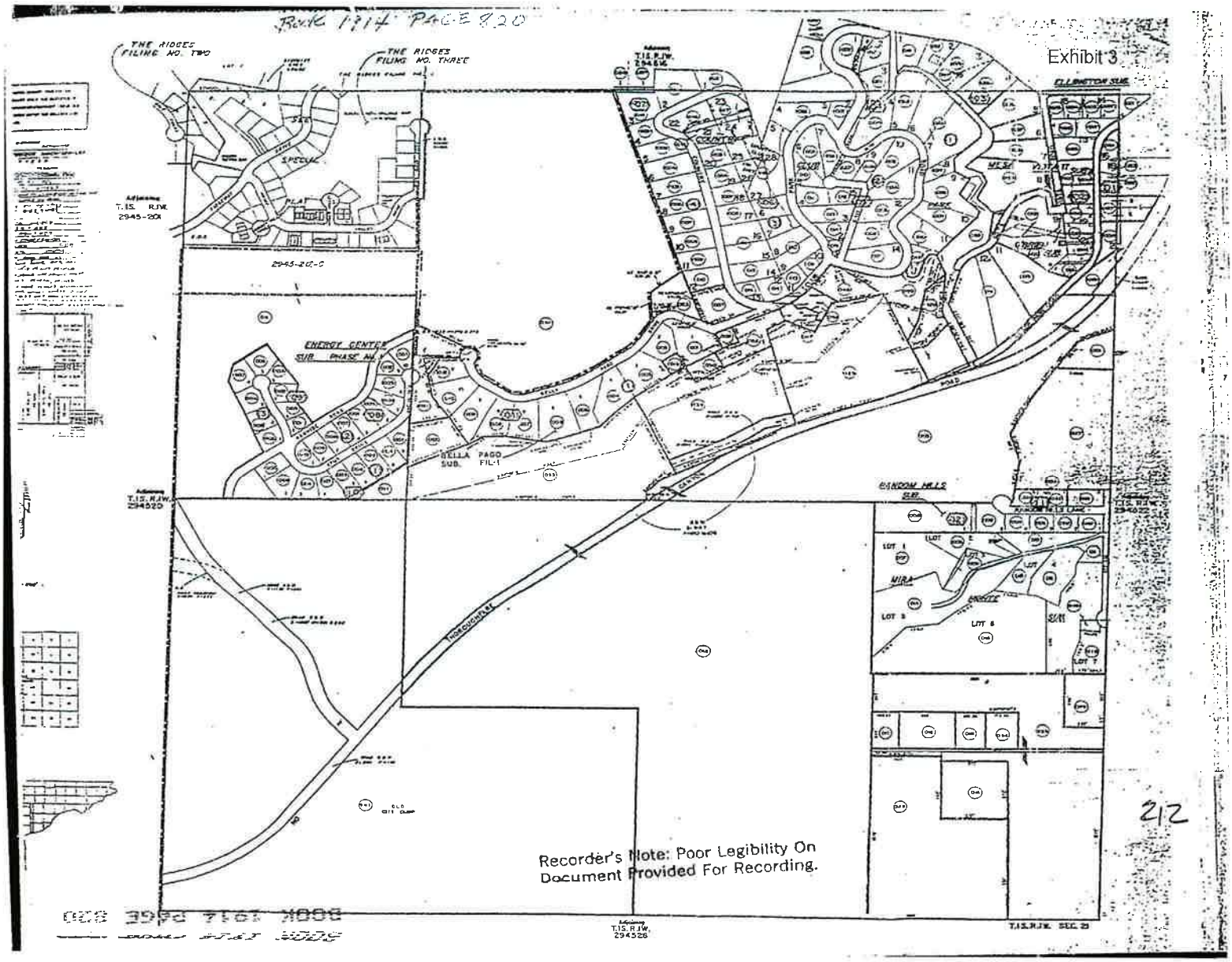
My commission expires 10/26/92.
Witness my hand and official seal.



Mildred B Fowler
Notary Public

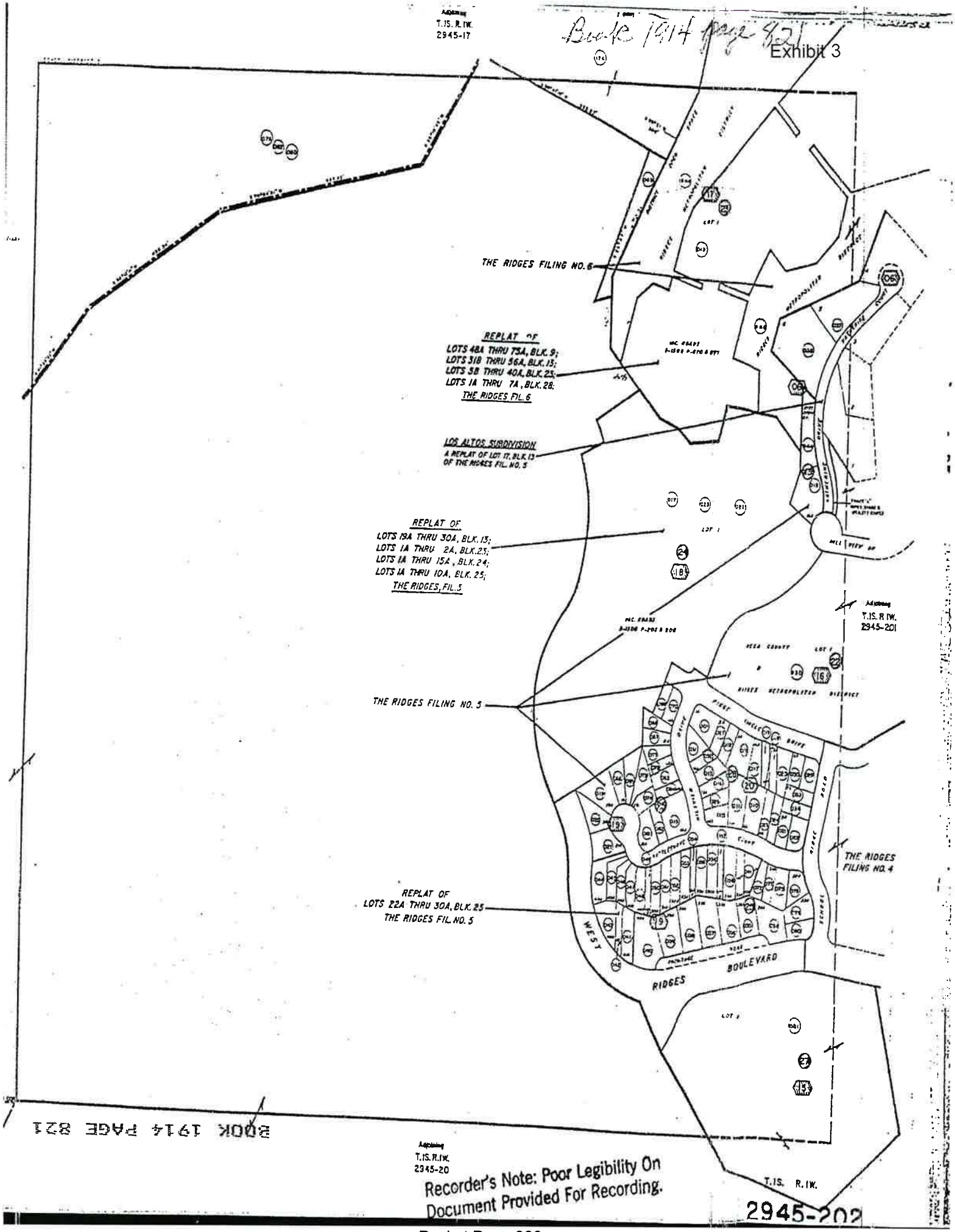
Address: 372 Ridges Blvd
Grand Jct CO 81503


B1914-P819
Exhibit 3
SCENIC DRIVE SUB.
HERMOSA SUB.
LUDWIG SUB.
HIGHWAY 340
SO. BROADWAY
MESA GRANDE DRIVE
ARROW WOOD SUB.
VENWOOD SUB.
WATSON'S SUB. (REPL.)
REPLAT OF COLUMBINE VILLAGE
THE RIDGES
THE RIDGES FIL. NO. 2
ENTRADA TOWNHOUSES
Recorder's Note: Poor Legibility On Document Provided For Recording.
BOOK 1914 PAGE 819
T.1S. R.1W. SEC'S 34 SEC'S 3
2945-174


BOOK 1214 PAGE 820
Exhibit 3
THE RIDGES FILING NO. TWO
THE RIDGES FILING NO. THREE
ENERGY CENTER SUB. PHASE NO.
BELLA PAGO SUB. FIL-1
RANCH HILLS SUB.
MIRA
THOROUGHBRED
Recorder's Note: Poor Legibility On Document Provided For Recording.
212

Book 1914 Page 821

Exhibit 3



BOOK 1914 PAGE 821

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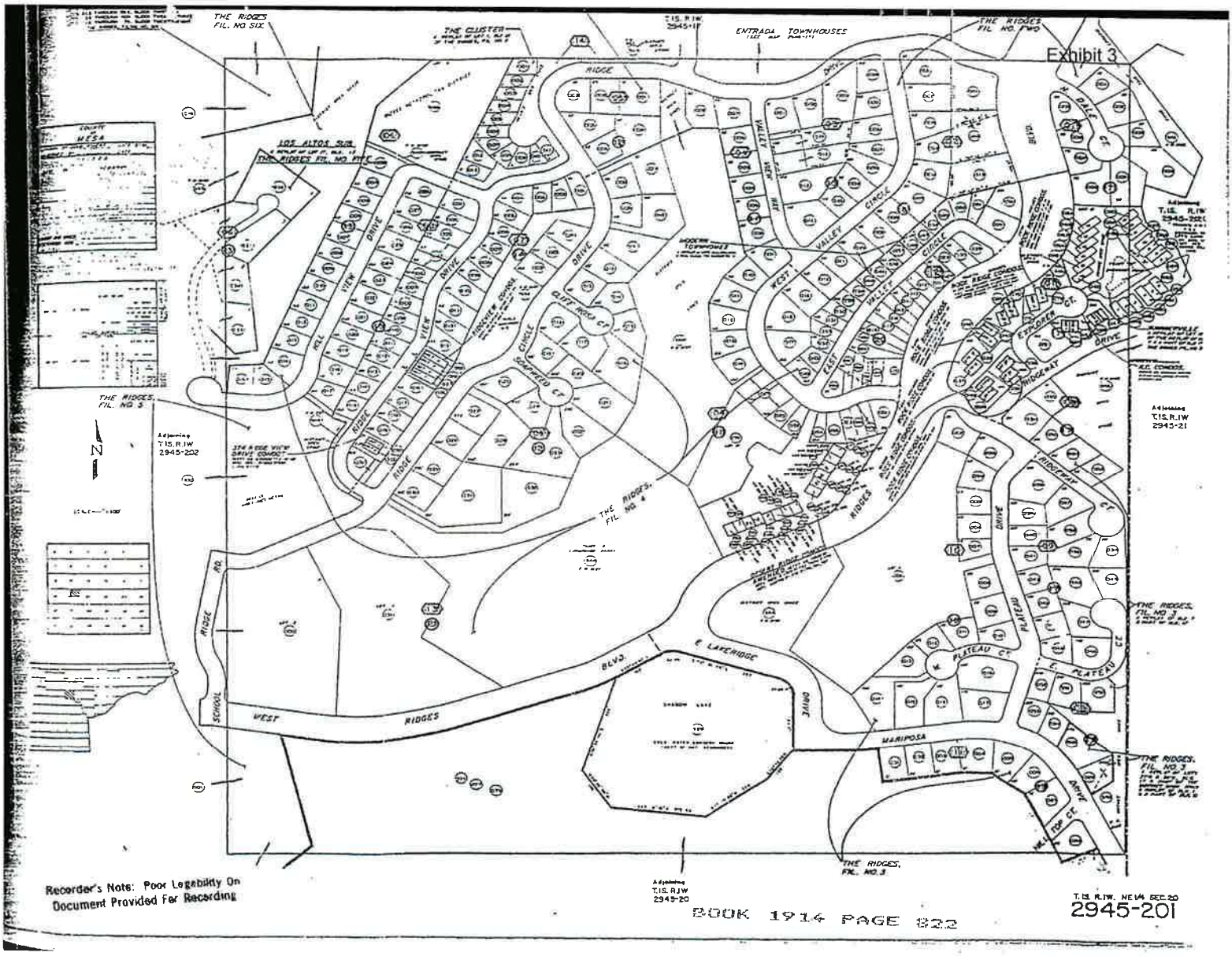

Exhibit 3
THE RIDGES FIL. NO SIX
THE CLUSTER
ENTRADA TOWNHOUSES
THE RIDGES FIL. NO TWO
LOS ALTOS SUB.
THE RIDGES FIL. NO FIVE
THE RIDGES FIL. NO 3
THE RIDGES FIL. NO 4
WEST RIDGES BLVD.
E. LAKERIDGE DRIVE
MARIPOSA
PLATEAU DRIVE
PLATEAU CT.
EXPLORER CT.
EXPLORER DRIVE
RIDGEWAY
VALLEY VIEW DRIVE
VALLEY CIRCLE
WEST VALLEY CIRCLE
EAST VALLEY CIRCLE
HILL VIEW DRIVE
RIDGE VIEW DRIVE
CLIFF ROAD CT.
SCHOOL RIDGE RD.
N
Recorder's Note: Poor Legibility On Document Provided For Recording
BOOK 1914 PAGE 822
2945-201

Exhibit 3

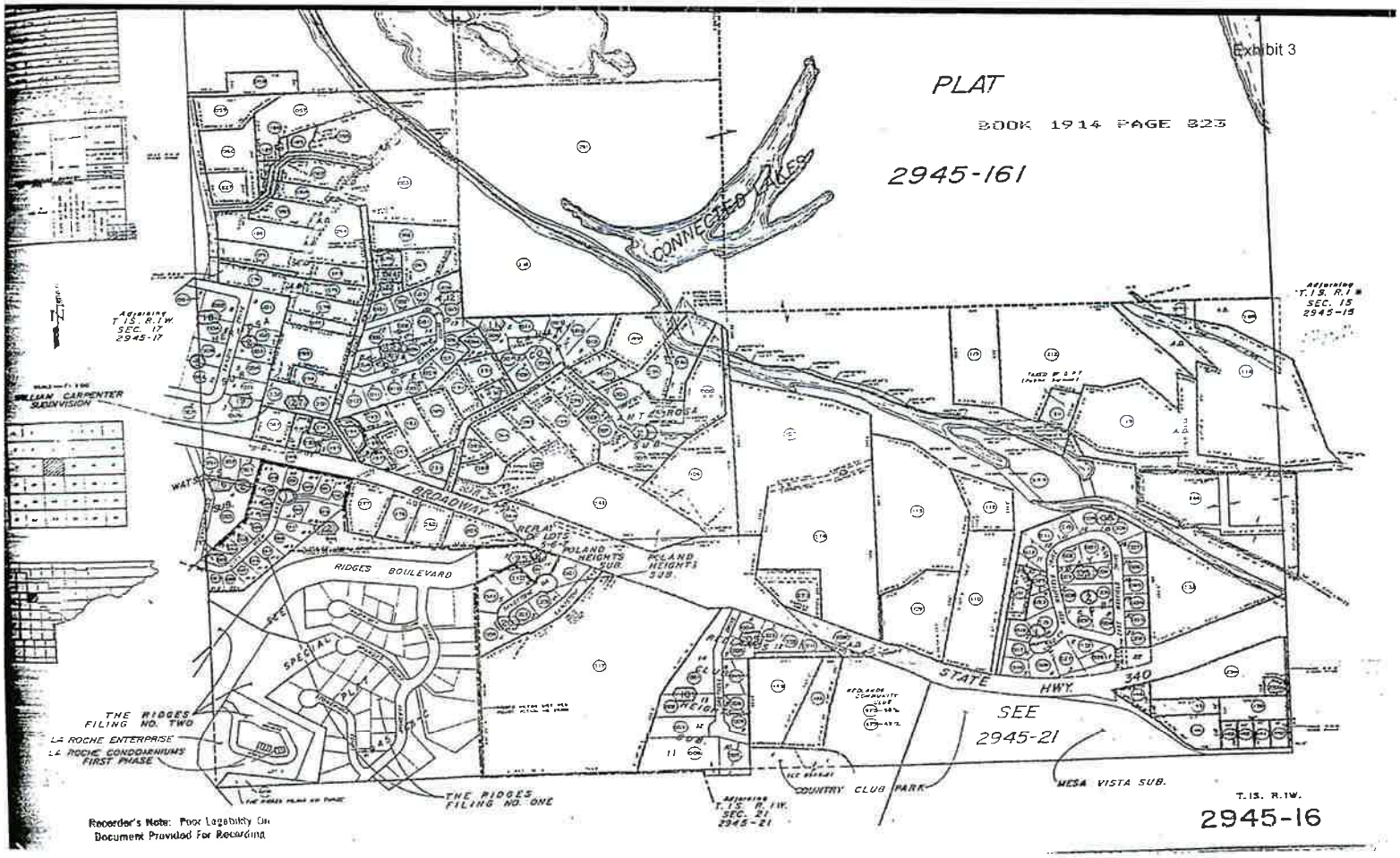
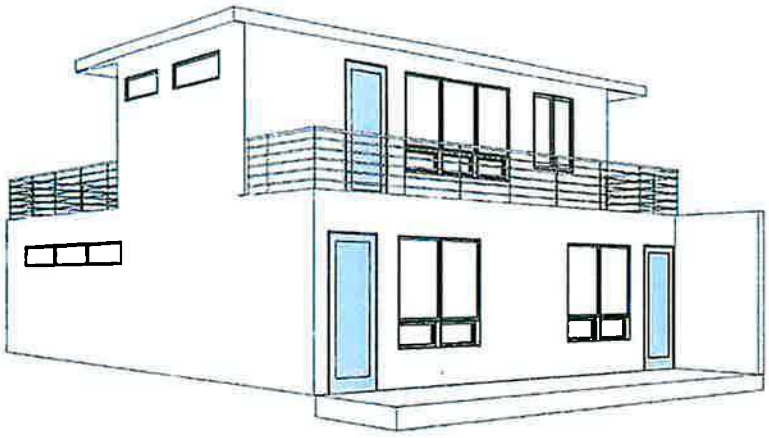
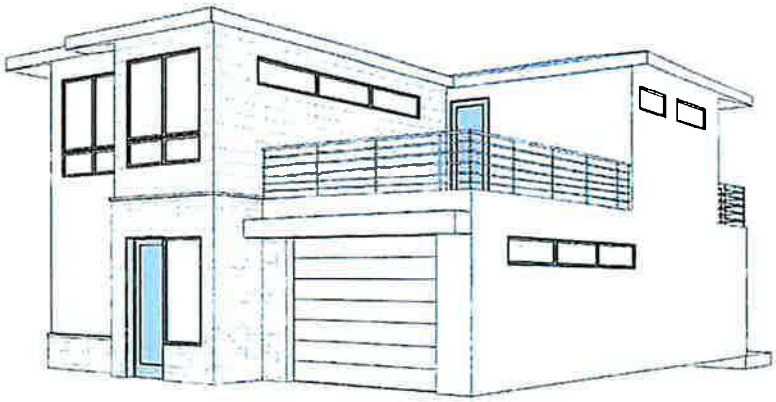

PLAT
BOOK 1914 PAGE 823
2945-161
CONNECTED LAKES
Adjoining T.1S. R.1W SEC. 17 2945-17
Adjoining T.1S. R.1 SEC. 15 2945-15
WILLIAM CARPENTER SUBDIVISION
BROADWAY
RIDGES BOULEVARD
SPECIAL
PLACE
THE RIDGES FILING NO. TWO
LA ROCHE ENTERPRISE
LA ROCHE CONDOMINIUMS FIRST PHASE
THE RIDGES FILING NO. ONE
POLAND HEIGHTS SUB.
STATE HWY. 340
SEE 2945-21
COUNTRY CLUB PARK
MESA VISTA SUB.
T.1S. R.1W.
2945-16
Recorder's Note: Poor Legibility On Document Provided For Recording

EXHIBIT
tabbies
5

Architecture – Modern Desert

The developer has chosen Eric Kraai of Kraai Design to create the architecture for Camelback Gardens.

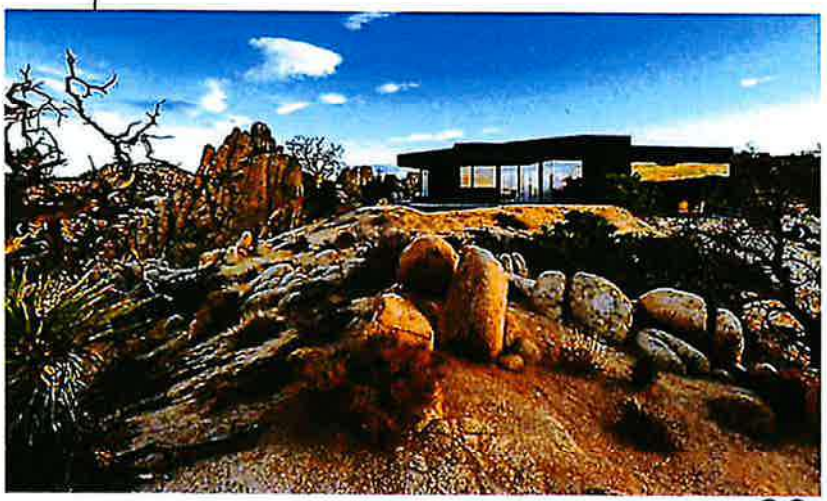




5 3D View 1

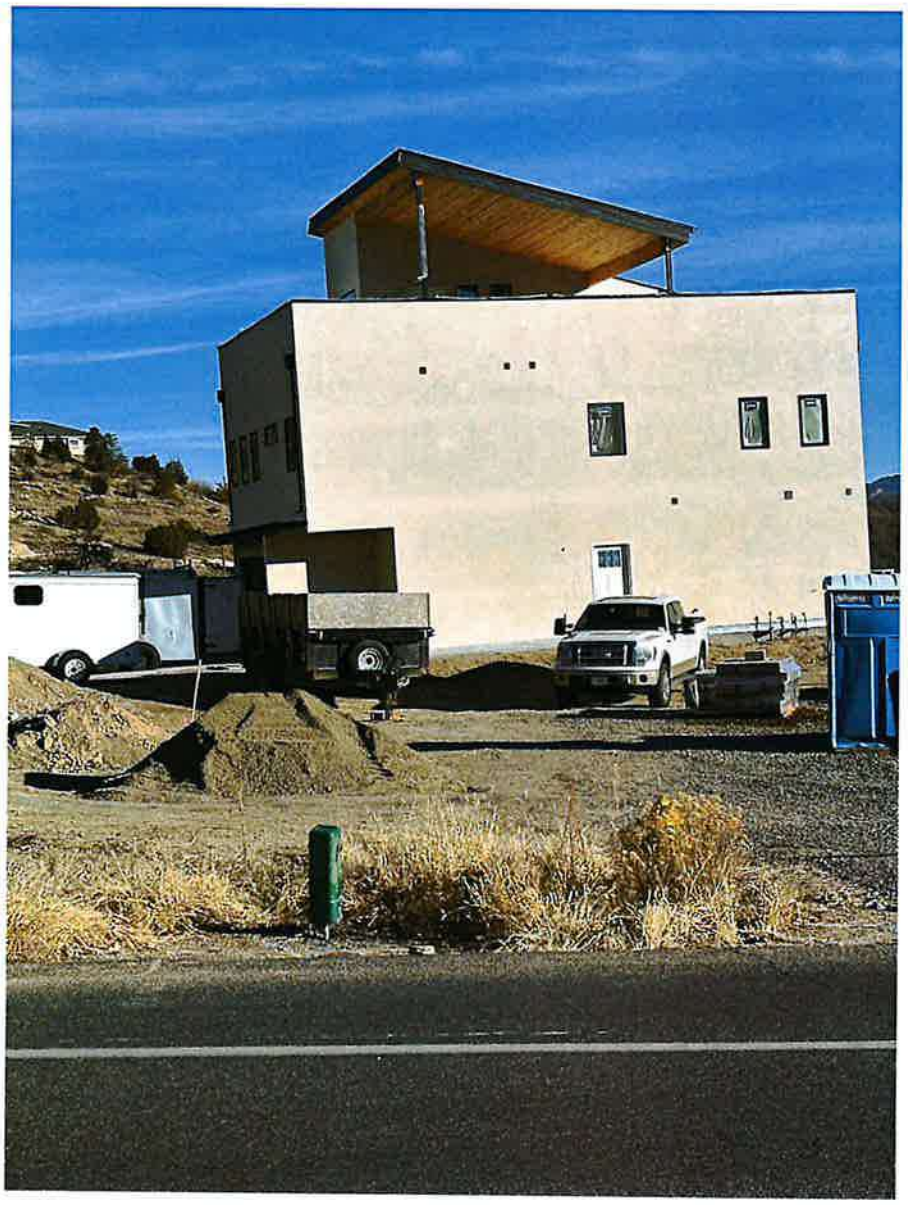
Houses will range from 1,300-2,400 sf. Anticipated price range is $500,000 and up.

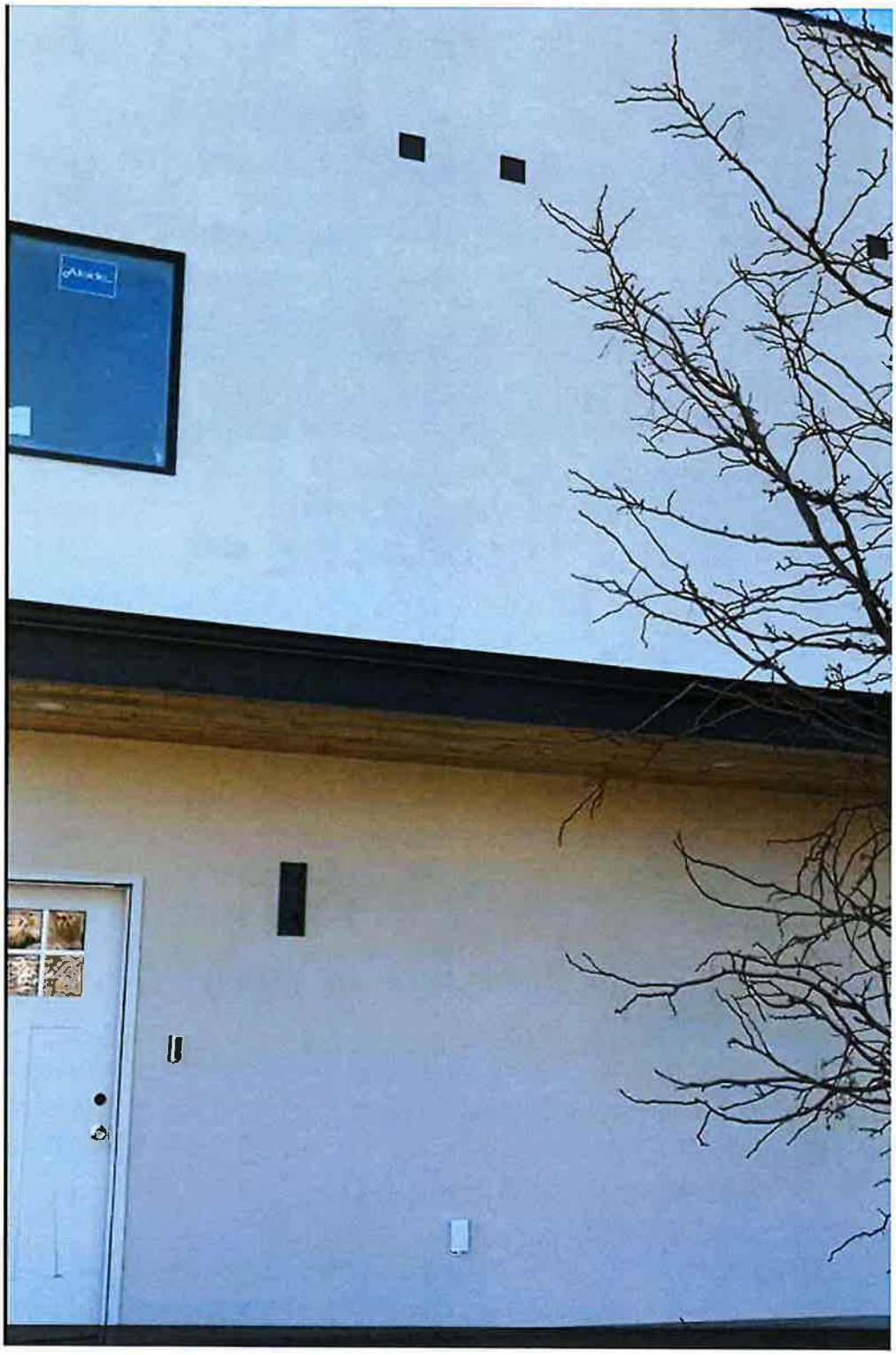
The homes will provide a sense of appreciation for the surrounding land and offer sustainable sophistication to the neighborhood.











EXHIBIT

tabbies 6

Butte Court Berm and Vicinity

Exhibit 7



EXHIBIT

tabbies

7

NOTICE OF PUBLIC HEARING

An application for the following request has been received and tentatively scheduled for public hearings, in the City Hall Auditorium.

PLANNING COMMISSION: 27
Tuesday, January ~~13~~, 2026 at 5:30 PM
CITY COUNCIL:
Wednesday, February 4, 2026 at 5:30 PM

- Attend the meeting at City Hall, **250 N 5th Street**
- Meeting information will be available online by **5 PM on January 6, 2026** at www.gjcity.org/129/Agendas-Minutes
- Comment in advance by **5:30 PM on January 12, 2026**
- Comment by phone **(970) 609-9688** and enter **4448**
- Attend virtually: **bit.ly/GJ-PC-1-13-26** (Case-sensitive)
- *For information on the City Council hearing visit www.gjcity.org/129/Agendas-Minutes or call 970-244-1509*

PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

Planner: Daniella Acosta Stine **Phone:** 970-256-4089
Email: daniellaa@gjcity.org

AVISO DE AUDIENCIA PÚBLICA

Se ha recibido una solicitud para la siguiente petición y se ha programado tentativamente una audiencia pública en el Auditorio del Ayuntamiento.

COMISIÓN DE PLANIFICACIÓN
Martes, 13 de Enero del 2026 a las 5:30 PM
AYUNTAMIENTO:
Miércoles, 4 de Febrero del 2026 a las 5:30 PM

- Asista a la reunión en el Ayuntamiento, **250 N 5th Street**
- La información estará disponible en línea a las **5 PM el 6 de Enero del 2026** en www.gjcity.org/129/Agendas-Minutes
- Comentarios por adelantado en antes de las **5:30 PM el 12 de Enero del 2026**
- Comentar por teléfono **(970) 609-9688** e ingrese **4448**
- Asista virtualmente: **bit.ly/GJ-PC-1-13-26** (distingue entre mayúsculas y minúsculas)
- *Obtener información audiencia del Concejo Municipal visite www.gjcity.org/129/Agendas-Minutes o 970-244-1509*

PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.

Considérese la solicitud presentada por Camelback Gardens, LLC y Upland Homes, Inc. para la revisión y aprobación de un Plan de Desarrollo Detallado (ODP) para el proyecto de desarrollo Camelback Gardens, que se propone construir en un terreno de 10,29 acres ubicado en 381 y 409 High Desert Road.

Planificador: Daniella Acosta Stine **Teléfono:** 970-256-4089 **Correo electrónico:** daniellaa@gjcity.org

EXHIBIT
tabbies
8

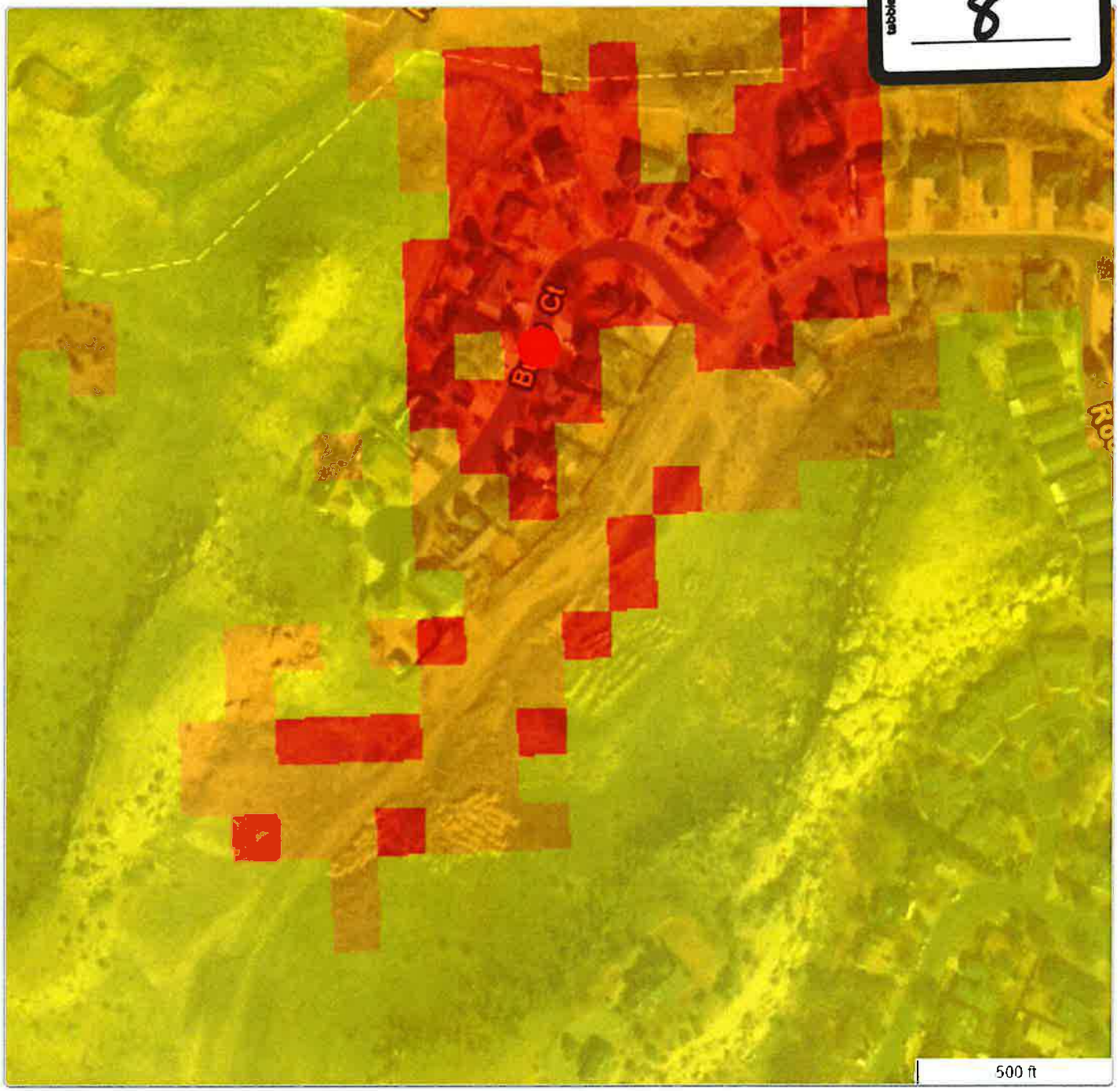
Colorado Wildfire Risk Viewer

https://co-pub.coloradoforestatlas.org

Wildland Urban Interface Risk

A measure of the potential impact on people and their homes from wildfire.

Created on:
1/20/2026, 3:24 PM



Disclaimer

The user assumes the entire risk related to their use of the Colorado Wildfire Risk Viewer and either the published or derived products from these data.

The Colorado State Forest Service is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose.

In no event will Colorado State Forest Service be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of these data.

Legend

https://co-pub.coloradoforestatlas.org

Wildland Urban Interface Risk

- Lowest Risk
- Low Risk
- Moderate Risk
- High Risk
- Highest Risk

Counties

Christopher G. McAnany
396 Butte Court
Grand Junction, CO 81507
(970) 248-5862
mcanany@dwmk.com

February 6, 2026

By Hand Delivery
Grand Junction Community
Development Department
250 North Fifth Street
Grand Junction, CO 81501

RE: Camelback Gardens ODP, No. PLD-2023-121, Comments
For the Official Record

Dear Sir or Madam:

Enclosed please find my written comments to be provided the Grand Junction Planning Commission in advance of the public hearing on the above matter on February 10, 2026. These comments are to be provided to each Planning Commission member, and are requested to be made part of the official record in the above matter. As a courtesy I have provided an electronic copy to Planning staff via email today. Please confirm your receipt of same.

If we need to discuss anything please call.

Sincerely,

Christopher G. McAnany

Enclosure

MEMORANDUM

TO: Grand Junction Planning Commission

FROM: Christopher McAnany and Michelle McAnany
396 Butte Court, Grand Junction, CO 81507

RE: Camelback Gardens ODP, 381 Rana Road, PLD-2023-121;
Hearing Date February 10, 2026

Date: February 5, 2026

We submit these comments with respect to the application for the Camelback Gardens ODP (the Application). While we do not oppose the right of the Developers to develop their lands, we oppose the ODP in its current configuration, and we urge the Planning Commission (PC) to recommend a plan that is more in keeping with the scale of development already existing in the Cobblestone Ridges neighborhood. For that reason, we **request that the PC recommend denial of the Application as submitted**. We request that all of these materials be made part of the official record of the Application and forwarded on to the City Council. We request written notice and an opportunity to be hearing at all future hearings on this Application, for the reasons set forth below.

1. Standing.

We own our home at 396 Butte Court and we have lived there continuously since 2005. All of the statements in this memorandum are based on our personal knowledge. Our home directly abuts the lands encompassed by the Application, which is immediately to the east of our backyard. We will be harmed by the proposed development because the Developers propose to construct multiple dwellings up to forty (40) feet high ten (10) feet from our backyard property line, thereby affecting our property values, views, sunlight access, and privacy. We also use a trail that exits our property to access the unbuilt portion of Rana Road, and that access appears to be jeopardized. Additionally, we use the adjacent open space that is referenced in the Application.

We have personal knowledge of all of the lands owned by the Developers because this area has been used by us and many of our neighbors to access nearby City of Grand Junction open space.

2. Review Criteria.

The criteria contained in Section 21.02.150(a) of the Grand Junction Zoning and Development Code (2010) apply.[1] Planned developments rezoning should be used "when long term community benefits will be derived...", including more efficient infrastructure; reduced traffic; more usable public or private open space; recreational amenities; and/or

[1] Unless otherwise noted, all Grand Junction Zoning and Development Code citations in this document are to the 2010 version, which staff has deemed applicable to the current Application.

needed housing choices. Id. Under Section 21.02.150(b)(2), the Applicant has the burden of showing conformance with all of the criteria, subsections i) through x) of that section. We address each of these separately.

i) The Application Does Not Comply with Comprehensive Plans and Policies.

The Staff Report (January 13, 2026)[2] asserts that the proposal is consistent with City advisory plans and policies because it is infill development, context-sensitive development, and harmonious with the 2019 Housing Needs Assessment. Staff Report, p. 281. We agree that the Application is infill development, but dispute the remainder.

First, the Application does not comply with the Grand Junction Comprehensive Plan. The Application lands are currently designated as PD, and much of the existing development in the Ridges includes Planned Unit Developments (PUDs). However, the 2020 Comprehensive Plan, pp. 59-60, designates the future development in the Ridges as "residential low" density, of between 2 to 5.5 dwellings per acre. The Applicant's proposal, which contemplates 90 houses on 10.29 acres amounts to 8.7 dwellings per acre. The Application does not meet this basic consistency requirement, and the staff glosses over this defect.

Second, the application does not comply with the City's Housing Strategy policies. Three of the four top housing needs in Grand Junction are driven by lack of affordability. See Grand Junction Housing Strategy Update 2024, p. 4. While different types of housing may be desirable, this Applicant is not proposing affordable housing. Homes similar to the Applicant's proposal in the Ridges are listed $675,000 (2398 Ridge Circle Drive- Velo Ridge, MLS 20251296). There is no proof that this application supports housing affordability, and the applicant offers no data that the housing mix is needed to satisfy affordable housing needs.

ii) Compliance with the Rezoning criteria provided in GJMC 21.02.140 is not Shown.

We address those criteria as stated in the ordinance.

1. Subsequent Events have invalidated the original premises and findings.
   See #2 below.

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

   The build-out in the immediate vicinity of the Applicant's property is zoned R-4. In addition to being inconsistent with the Comprehensive Plan, the Application is inconsistent with adjacent zoning.

---

[2] All references to the Staff Report are to the January 13, 2026 document.

The Cobblestone Ridges neighborhood is closest to the Application property, sitting immediately north and west. Cobblestone Ridges was developed as R-4, a zoning designation deemed appropriate for residential low-density development. R-4 calls for a minimum lot size of 7,000 square feet, with minimum setbacks of 20 feet (front), seven feet (side), and 25 feet (rear). In fact, lot sizes and setbacks in Cobblestone Ridges are considerably larger than these minimums. The houses now existing closest to the Application area (Butte Court, Saddle Court, and Rana Road) are all built to R-4 standards. Cobblestone Ridges Phase 1 comprises 26 lots on 30.48 acres (1.17 lots per acre, inclusive of open space); Phase 2 comprises 21 lots on 9.39 acres (2.2 lots per acre). See Exhibits 1 and 2, Cobblestone Ridges Plats, attached. R-4 is a more appropriate base zone for the Application because it conforms to the existing neighborhood.[3]

This conclusion is buttressed by the fact that the Redlands Mesa development, immediately to the south of the Applicant property, was authorized at an R-4 density. See Grand Junction Ordinance No. 4495 ("The default zoning is R-4 Residential, 4 units per acre."). The Applicant proposal of R-5 amounts to a substantial increase in overall land use density which is inconsistent with the existing neighborhood.

The City seems to miss this point, noting that the R-5 selection by the Applicant designation is appropriate without reference to existing conditions closest to the project. See Staff Report, p. 296.

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

The record does not disclose if existing community facilities are sufficient to serve this project: no service commitment letters are provided (apart from some calculations regarding hydrant flows). The staff discussion and submittals on this subject lack detail and are conclusory.

4. An inadequate supply of suitably designated land is available in the community to accommodate the proposed land use.

Staff notes that the Applicant has provided no detail to satisfy this element. Staff Report, p. 294. The element is not satisfied.

5. The community or area will derive benefits from the proposed amendment.

We strongly disagree that this element is satisfied. On balance, the Application represents a net-loss for the neighborhood in terms of: increased traffic; pedestrian

[3] Admittedly there are higher density projects in the Ridges, but these are all separated from the subject Property by a ridgeline. Additionally, these projects were in many cases developed in the County prior to annexation.

safety; problematic storm drainage; loss of privacy; increased crowding; looming buildings, loss of solar access; and overall quality of life for residents.

iii) The Application Fails to Meet Planned development criteria of Chapter 21.05.

Planned development zones apply "where long term community benefits will be derived" from a particular development. GJMC 21.05.010. Applicable zoning standards in a PD shall be derived from the "underlying zoning." GJMC 21.05.020. Planned developments must "minimally comply with the development standards of the default zone and all other applicable code provisions." CJMC 21.05.040(a). Among these "development standards" is a minimum open space requirement, which provides that "the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or 10 percent of the value of the property" as open space. GJMC 21.06.020.

The Applicant's Open Space Dedication is Unlawful.

This Application proposes to construct 90 housing units on 10.34 acres, and therefore exceeds the ten dwelling units standard. The Staff Report indicates that the Application supports adopted policies by creating new parks or open space. Staff Report, p. 382. This statement is misleading. Exhibit A of the ODP reveals open space areas to be dedicated by the Applicant to be **insignificant**. These open spaced total 23,484 square feet, or 2.2% of the land area of the Application. Response to PD Criteria, Packet p. 374. Indeed, Tract NN on that listing is an unbuildable area that is already occupied by a community trail. The open space shown in the Application fails to satisfy this mandatory 10% dedication requirement of GJMC 21.06.020.[4]

Moreover, all of the open space and trails surrounding the Application property are already dedicated to the City of Grand Junction, and have been used by the public for decades. See Exhibit 3, Open Space Map. These parcels are not part of the Application and cannot constitute a justification for granting the subject Application or for granting any density increase. Indeed, the lands were conveyed by the Ridges Metro District to the City on July 15, 1992, subject to the condition that the "..City will own, operate, and maintain the District parks and trails on the same terms and conditions and up to the same standards..." as similar facilities in the City. Exhibit 4, 1992 Quit Claim Deed. The Application fails to comply with a mandatory open space dedication requirements.

iv) Adequate Stormwater Facilities are Not Shown in the Record.

Cobblestone Ridges has existing stormwater management issues on Rana Road. Portions of the subject property are upgradient from Rana Road. The Application provides no detail on how stormwater will be handled in the proposed development. See P. 360 (discussion of utility services and infrastructure). The Application will undoubtedly result in

[4] The Applicant also fails to meet the more stringent 20% dedication requirement for projects using "cluster development. See GJMC 21.03.60(c)(1)("twenty percent of the gross acreage must be open space.")

increased impervious surfaces in an area with erosion prone soils. This element is not met due to no analysis.

v) The Proposal Will Add to Traffic and Compromise Safety; No Data is Provided to Determine Impacts.

Although staff claims that this criterion is met, Packet p. 383, the Applicant has not provided any traffic study or data to back up this contention. The main point of egress for the project will likely be Rana Road. The Ridges is a largely automobile-dependent neighborhood.

The ITE Trip Generation Manual, 9th Edition, estimates that 90 single family dwelling units would have a weekday trip rate of 9.94/du, or 894.6 trips per day. Much of this new traffic will be directed to Rana Road, as it presents the shortest connection to Ridges Boulevard. Assuming 80% of those new trips use Rana Road, the Application, if approved, could generate 715.6 trips per day, on top of existing usage.[5] Parts of Rana road have no sidewalks, and the portion in Cobblestone Ridges only has a sidewalk on one side.

We have substantial concern about this increased traffic burden—particularly as it affects pedestrians and children in the neighborhood. This criterion is not satisfied because of the absence of any data in the Application.

vi) Buffering for the Cobblestone Ridges Neighborhood is Inadequate.

Staff notes that "except for Pod C" The majority of the development is naturally buffered by existing open space and outcrops. Staff Report, P. 384. Pod C is directly adjacent to the existing homes on Butte Court, and Pods D and E are also adjacent across the project road, and to Rana Road. Staff admits that the portions of the development adjacent to Butte Court and Cobblestone Ridges will have inadequate screening and buffering. This criterion is not met.

No effort has been made to provide buffering or screening to the existing development areas that are most likely to be affected. In truth, the Applicant proposes the greatest density (1,200 square foot lots in Pods C, D, and E) and the greatest impacts for just these areas.

The Applicant proposes to construct houses similar in design and scope to those shown in Exhibit 5, attached. The 100% lot coverage and minimal setbacks proposed mean that these buildings will loom large over adjacent houses, blocking views and sunlight, and resulting in lost privacy for existing homeowners. A privacy fence (or the like) will not remedy the situation. This element is not satisfied.

---

[5] The new road connection will likely also funnel traffic from more dense phases of the Redlands Mesa development onto Rana Road.

Possible Alternative.

Cobblestone Ridges Phase 2 was developed with a berm along the length of Butte Court. See Exhibit 6. Virtually all landowners on the east side of Butte court have back gates that access the existing dirt road across the berm. The crest of the berm is approximately 30 feet from the east property line of all homes on Butte Court. A reasonable buffering solution would be to apply a minimum 30-foot building setback for all proposed structures in pods C and D that adjoin existing homes.

vii) The Applicant Unlawfully Uses Historic Open Space to Arrive at Project Densities and Fails to Comply with Mandatory Open Space Requirements.

The Staff Report claims that this project will have a density of 3.6 dwelling units per acre and that this density is within the Residential Low-Density level contained in the 2020 Comprehensive Plan, which calls for 3.6 units per acre. Staff Report, p. 290. As noted, this statement is incorrect, and appears to be derived from a claim by the Applicant that 15 acres of already dedicated open space should be factored into its project acreage. See Response to PD Criteria, Table on, p. 374 (showing 15.01 acres of "previously dedicated open space" . These statements are clearly erroneous, as demonstrated by the title history for the existing open space, discussed *supra*.[6]

The actual density of 8.4 units per acre is out of character for the neighborhood and the adjacent zoning. Further, the Applicant is deliberately opaque as to how many dwellings it proposes for each Pod in the project, as that information is omitted from its submittal. See PD Criteria Table, p. 374. Thus, for example, we cannot tell if the Applicant is proposing 8.4 units per acre for Pods C, D, and E, or something of higher density. Accordingly, this criterion is not met.

viii) The City Violated Its Ordinances and Basic Due Process to Give the Applicant Improper Special Treatment.

The Applicant will likely point to a resolution adopted by the Grand Junction City Council on February 4, 2026, to support its contention that the project density is appropriate. The resolution allows "inclusion" of dedicated City open space for purposes of the Camelback Gardens ODP boundary, presumably to allow an otherwise unlawful project to meet City density standards. This action was unlawful.

The GJMC 21.02.080(g) provides that "(n)otice of public hearings allow for community input and due process (the opportunity to be heard)." Further, "any person may offer relevant information in writing or in person." GJMC 2102.080(j)(3). Under the United States and Colorado Constitutions an administrative body has a duty to provide a fundamentally fair procedure where an individual property interest is at stake. *Van Sickle v. Boyes*, 797 P.2d 1267 (Colo. 1990). At minimum, due process requires notice and an opportunity to be

[6] No documents or other authority have been provided to explain why this project would be entitled to claim that its density is lower because of historically dedicated open space.

heard before an impartial body. Id. at 1273; also: C.R.S. 31-23-304 (modification of zoning regulations not effective until after a public hearing in which interested persons have an opportunity to be heard).

Here, the City issued to the public a mailed "Notice of Public Hearing," see Exhibit 7 attached, specifying a Council public hearing on February 4, 2026. At the February 4 hearing the City refused to allow public comment, despite receiving an extensive staff presentation.[7] The City then proceed to approve the "Resolution." This action was unlawful and undertaken in violation of the City's ordinances and basic notions of procedural due process.

Moreover, the City's decision is unlawful because it ignores the City's ordinances and amounts to the grant of a special "density bonus" to a favored developer—essentially allowing him to construct more homes on a parcel of land than the City's ordinances would allow. It is a naked attempt to confer a private financial benefit.

The City's ordinances mandate "dedication" of open space—the transfer of ownership by the "owner" (land use applicant) to another party (the City) as part of a development application, and in order to obtain specific PUD approval. See GJMC 21.06.020(a) and 21.10.020 (defining dedication). The ordinance requires the applicant to transfer ownership for required open space to get the land use approval.

Here, the Applicant did nothing of the sort. The City simply waived its requirements and gave the Applicant credit for lands dedicated by others to another local government decades ago. The action was arbitrary and unlawful and not supported by any legal authority.[8]

ix) The Proposed Default Zoning Standard is Inappropriate; No deviation is Justified in the Record; and the Project Violates Mandatory Substantive Standards-with Accompanying Public Safety Risk.

The Staff Report, p. 290, says the R-5 district was selected for the Application. No justification for this selection is provided, other than that the applicant wants it. Id. The R-5 district is inappropriate for this area—R-4 is more compatible with the neighborhood. In any case, the Planning Commission is not bound by this recommendation and it should reject it for the reasons stated herein.

The R-5 designation is also inappropriate because it pushes houses too close together. The Applicant is proposing 2,400 square foot lot areas (1,200 square feet for Pods C-F) and 100% lot coverage, with forty (40) foot building heights, and compressed setbacks of as

[7] The undersigned was present at the hearing and asked the City Attorney for an opportunity to be heard. The Mayor refused to allow public comment, allowing comment only during "unscheduled business" **after the decision was made.**

[8] City staff refused to respond to requests for an explanation of this action.

little as 15 feet (front), 5 feet (side), and 10 feet (rear). If approved, the Camelback Gardens ODP would allow 90 houses on 10.34 acres (8.7 lots per acre).[9] These deviations fail to meet even the more lenient requirements of the R-5 district, which mandates 4,000 square foot minimum lot area, 60% lot coverage, and 20/5/15 front, side, and rear setbacks. GJMC 21.03.040 (Residential District Summary Table).

GJMC 21.05.050(f)(1) provides that setbacks shall not be less than the default zone unless the applicant can prove that:

i) "Buildings can be safely designed and the design is compatible with lesser setbacks. Compatibility shall be evaluated by the International Fire Code or any other applicable life, health, or safety codes...
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 features."

The Staff Report is devoid of any facts or analysis showing that these criteria were met. There is no or minimal discussion of building safety concerns that arise due to the reduced setbacks.

Recent experience in Colorado with the 2021 Marshall Fire (1,084 homes destroyed) reveals that subdivision developments are indeed vulnerable to wildfire, and compressed setbacks can contribute to fire spreading. The Colorado State Wildfire Risk Viewer delineates the Application area as "moderate" for fire risk with significant "high" risk areas in Cobblestone Ridges. See Exhibit 8.

Second, the Application fails to show any increased screening as a way to justify the compressed setbacks. There is minimal discussion of screening as to the Cobblestone Ridges homes that will be most affected by this Application.

Third, the Staff Report states that the changes are justified to support "clustering of dwellings (p. 385), and a "necessary component" of the Applicant's choice to plat only building envelopes (p. 386). There is no clustering in this Application—only 2.2% of the lands are set aside as open space. If approved, virtually every area that can be built upon will be built upon, with minimal spaces in between. And, the Application does not even comply with mandatory "clustering" rules, which specify an absolute minimum lot size of

[9] The Applicant falsely claims that its project results in 3.48 dwelling units per acre, but this figure is derived by adding into the application 15.01 acres of existing open space previously dedicated to the City of Grand Junction. See Packet P. 374 (description of "pods" and project acreage). All of the open space referenced in the Application was conveyed by others to the Ridges Metro District, and later deeded to the City of Grand Junction when the lands were annexed.

3,000 square feet and dedication of 20% of the land area as open space. See GJMC 21.03.060(c)(3)("In no event shall any lot be less than 3,000 square feet.").[10]

The Applicant fails to show that the default standards are appropriate, and it fails to prove that deviations are justified based on the standard set in the ordinance. The proposal violates mandatory clustering rules. This element is not satisfied.

x) The Phasing Plan Would Allow Long-Term Speculation.

The Applicant provided a phasing plan, Packet p. 368; it calls for full build out of Phase 1 by 2031, Phase 2 by 2040, and phase 3 by 2043. The plan notes those deadlines may be extended. Id. We have no objection to the Phase 1 plan. However, the phasing for the other parts of the project suggest that this development is intended for long-term speculation, rather than responding to immediate housing needs in the City.

Colorado law allows extended project vesting, but there are mandatory development agreement requirements that have not been satisfied here. The default maximum vesting period for a site-specific development plan is no more than three years. See C.R.S. 24-68-103(1)(a property right remains vested for three years, subject to limited exceptions). We submit that a 17-year phasing plan is excessive, especially given the history of lapsed development plans for this property. See Staff Report, p. 287 (noting previous lapse of plans for this property).

3. Conclusion.

Camelback Gardens fails to comply with multiple criteria contained in Grand Junction Ordinances and advisory documents. The City staff have been less than candid in their evaluation of the project, and there are serious legal violations in the process employed to date. The Planning Commission did not cause these defects, but it should not enable them either. The ODP should therefore be denied.

However, if the Planning Commission is inclined to recommend some form of approval, we submit that the following recommendation is appropriate.

Suggested motion:

"I move to approve Camelback Gardens ODP, PLD 2023-121, subject to the following mandatory conditions.

1. The ODP is approved with an R-4 default zone with no deviations from mandatory massing, lot size, density, and setback criteria, except as stated in #2
2. A 30-foot setback is required for structures to be developed adjacent to Rana Road and Butte Court.

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[10] Deviation from standards may be recommended when there is an open space **dedication** of "20% or greater." GJMC 21.05.040(g)(2). No such dedication applies here. See also GJMC 21.03.060(d)("At least 20% of a cluster development shall be open space.")

3. Overall density must be determined without inclusion of already dedicated City open space adjacent to Lots 1 and 2.
4. The Developer must respect and improve existing trails on the property.
5. The Developer must provide a suitable storm water management plan that contains expected stormwater flows on the subject property, as required by

Thank you for listening to our concerns.

By: _____ 2-6-26

Date

Chrisopher G. McAnany
396 Butte Cout
Grand Junction, CO 81507
(970) 248-5862

Attachments:

1. Cobblestone Ridges Phase 1 Plat
2. Cobblestone Ridges Phase 2 Plat
3. Grand Junction Dedicated Open Space Map
4. Ridges Open Space Deed to City of Grand Junction, 1992
5. Architect Rendering of Camelback Gardens Home and Velo Ridge Building Photos
6. Butte Court Berm Aerial Photo
7. City of Grand Junction "Notice of Public Hearing" for February 4, 2026
8. Colorado State Forest Service Wildfire Map of Subject Property

-End of Document-

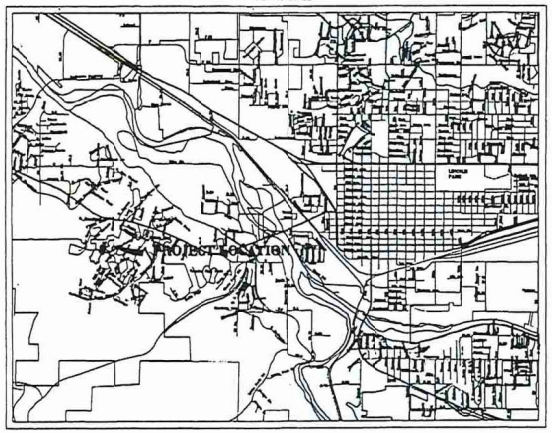
EXHIBIT

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COBBLESTONE RIDGES

A REPLAT OF PORTIONS OF LOT 1 BLOCK 23 OF A REPLAT OF PART OF THE RIDGES FILING NO. SIX, & LOT 3 THE RIDGES FILING 6B CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

VICINITY MAP
NOT TO SCALE



CURVE TABLE

CURVE	DISTANCE	RADIUS	DELTA	BEARING	CHORD
C1	60.03'	273.00'	13°01'05"	N21°09'04"E	51.89'
C2	33.42'	273.00'	07°00'51"	N11°08'06"E	33.40'
C3	28.20'	200.00'	08°04'43"	N11°40'03"E	28.18'
C4	56.78'	200.00'	17°24'47"	N24°24'47"E	56.58'
C5	34.77'	200.00'	09°57'35"	N38°05'58"E	34.72'
C6	36.40'	286.00'	07°17'32"	N38°25'59"E	36.38'
C7	135.70'	286.00'	27°11'06"	N29°11'40"E	134.43'
C8	22.19'	286.00'	04°25'50"	N06°23'32"E	22.11'
C9	50.18'	70.00'	41°04'26"	N24°42'21"E	49.11'
C10	19.96'	70.00'	16°20'14"	S53°24'51"W	19.89'
C11	43.66'	80.00'	31°17'14"	S45°34'21"W	43.14'
C12	37.91'	80.00'	27°09'56"	S18°43'16"W	37.55'
C13	60.17'	80.00'	43°05'46"	S18°24'04"E	58.77'
C14	15.87'	80.00'	11°13'29"	S45°33'42"E	15.85'
C15	17.06'	80.00'	12°13'13"	S51°17'02"E	17.03'
C16	68.42'	80.00'	49°43'04"	S88°15'11"E	67.26'
C17	27.11'	80.00'	19°24'56"	N51°10'49"E	26.98'
C18	51.89'	80.00'	37°09'52"	N26°53'25"E	50.99'
C19	52.70'	80.00'	37°44'30"	N08°33'46"W	51.75'
C20	6.05'	200.00'	02°09'37"	N26°08'13"W	6.05'
C21	80.88'	200.00'	23°09'54"	N13°15'17"W	80.33'
C22	94.11'	200.00'	26°57'42"	N11°48'41"E	93.25'
C23	27.46'	200.00'	07°51'56"	N25°13'31"E	27.43'
C24	41.90'	242.00'	09°55'17"	N38°07'07"E	41.85'
C25	13.14'	244.00'	02°37'00"	N44°46'15"E	13.14'
C26	60.13'	244.00'	14°07'07"	N31°24'12"E	59.97'
C27	53.77'	244.00'	12°37'33"	N18°01'52"E	53.66'
C28	25.84'	244.00'	06°05'25"	N10°40'24"E	25.83'
C29	83.91'	220.00'	21°50'40"	N18°07'31"E	83.44'
C30	41.72'	114.00'	20°58'13"	S51°05'52"W	41.49'
C31	169.03'	36.00'	269°00'59"	S72°55'31"E	51.35'
C32	44.45'	244.00'	10°26'50"	N07°12'06"W	44.40'
C33	94.31'	226.00'	23°42'00"	S78°09'57"W	93.64'
C34	25.05'	226.00'	06°11'16"	S90°03'15"W	25.04'
C35	45.71'	264.00'	09°55'17"	N38°07'07"E	45.66'
C36	234.77'	222.00'	60°35'30"	N02°51'44"E	223.98'
C37	90.19'	92.00'	57°24'41"	S32°52'38"W	86.38'
C38	133.56'	264.00'	28°59'11"	S18°29'53"W	132.14'
C39	53.34'	275.00'	11°11'45"	S80°25'04"W	53.26'
C40	57.83'	275.00'	12°02'26"	S76°46'57"W	57.53'

RIDGE SETBACK LINE TABLE

LINE	BEARING	DISTANCE
L1	N26°36'42"W	39.37'
L2	N88°12'17"E	48.84'
L3	N04°54'52"E	31.57'
L4	S81°44'42"E	44.05'
L5	N87°01'23"E	44.18'
L6	N59°24'00"E	47.99'
L7	N26°36'18"W	41.89'
L8	N18°52'08"E	39.78'
L9	N32°46'31"W	42.81'
L10	N50°36'26"W	56.22'
L11	N15°11'33"W	31.11'
L12	N34°10'11"E	44.59'
L13	N35°10'45"E	45.20'
L14	N52°04'15"E	43.47'
L15	N14°13'41"E	36.25'
L16	N48°32'22"E	84.18'
L17	N81°36'35"E	34.02'
L18	S80°35'51"E	44.87'
L19	N86°42'10"E	46.39'
L20	N72°25'05"E	45.87'
L21	N56°24'54"E	42.39'
L22	N55°27'20"E	42.77'
L23	S88°51'29"W	28.87'
L24	S40°50'21"E	30.83'
L25	S01°48'23"W	39.73'
L26	S15°19'45"W	47.81'
L27	N11°36'47"E	42.23'
L28	S04°33'33"W	53.05'
L29	S11°12'07"E	45.36'
L30	N03°06'21"E	41.21'
L31	S13°50'09"W	46.35'
L32	S14°50'11"W	33.83'
L33	S15°30'54"W	37.06'
L34	N41°00'37"E	47.30'
L35	S02°47'05"W	48.36'
L36	N53°00'29"E	48.23'
L37	N28°23'51"E	47.05'
L38	S05°37'36"W	71.81'
L39	S64°44'00"E	22.22'
L40	S06°47'46"E	45.70'
L41	S03°58'29"W	46.23'
L42	S08°45'39"W	42.26'
L43	S36°59'27"W	40.52'
L44	S76°29'15"W	26.15'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Cobblestone Ridges, LLC., a Colorado Limited Liability Company, in the owner of that real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the Southeast one-quarter and Southwest one-quarter of Section 17, and the Northeast one-quarter and the Northwest one-quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as described in Book 1725 at Page 360 and in Book 1759 at Page 69 of the Mesa County records, as shown on the accompanying plat said property being more particularly described as follows:

Lot 1 Block 23, replat of Lots 48A through 73A, Block Nine; Lots 31B through 56A, Block Thirteen; Lots 3B through 40A, Block Twenty-three; Lots 1A through 7A, Block Twenty-eight; The Ridges Filing No.Six.

AND Lot 3, The Ridges Filing 6B.

Mesa County, Colorado

That said owner has caused the said real property to be laid out and surveyed as COBBLESTONE RIDGES, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

* All Streets and Rights-of-Way to the City of Grand Junction for the use of the public forever;

* All District Open Space tracts to the City of Grand Junction for the use of the public.

* All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, irrigation lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures;

* Those parcels designated as Common Open Space to the Homeowners Association of the lots and tracts hereby platted for the purpose of parks.

* All Drainage Easements to the owners of lots and tracts hereby platted as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground.

* Tract A to the Homeowners Association of lots and tracts hereby platted, as open space for the purpose of detaining runoff water which originates from the area hereby platted.

* Tracts B and C to the Homeowners Association of lots and tracts hereby platted, as common open space.

* All Ingress/Egress Easements to the owners of lots or tract specifically identified on the plat as perpetual easements for ingress and egress purposes for the use by said lot or tract owners, their guests and invitees, and also for use by public services including, but not limited to, postal service, trash collection, fire, police, emergency vehicles, and the City of Grand Junction.

* Temporary Turnaround Easement to the City of Grand Junction for the use of the public until such time as Rana Road right-of-way is extended and construction completed beyond the limits as shown hereon.

All easements include the right of ingress and egress on, along, over, under, and 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, the right to dredge; provided, however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF said owner has caused his name to be hereunto subscribed this 5th day of November, A.D. 1996.

Steven E. Craven
Cobblestone Ridges, LLC, a Colorado Limited Liability Company
By Cobblestone Communities, Inc., its manager,
by Steven E. Craven, President.

The undersigned, City of Grand Junction is the owner of certain portions of this property previously platted as District Open Space and hereby consents to the the dedicating of said Open Space as affected by this plat.

Mark Achen
City Manager

Linda Afman
Mayor

State of Colorado)
) ss
County of Mesa)

This plat was acknowledged before me on this 5th day of November, 1996 by Steven E. Craven, as President of Cobblestone Communities, Inc., a Colorado corporation, manager of Cobblestone Ridges, LLC, a Colorado limited liability company, and by: Mark Achen City Manager, and Linda Afman Mayor, City of Grand Junction.

Witness my hand and official seal.

Notary Public

My address is: 250 N. 5th St. Grand Jct, CO 81501

My Commission expires 9-26-97

CITY APPROVAL

This plat of COBBLESTONE RIDGES, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved this 6th day of November, 1996.

Mark Achen
City Manager

Linda Afman
Mayor

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, at 3:02 o'clock P M. this 19th day of December, 1996, and is duly recorded in Plat Book No. 15 Page 199, 200, and 201

Reception No. 1778367 Drawer No. CC-81

Clerk and Recorder of Mesa County

DECLARATION OF COVENANTS

This property is subject to the effect of restrictions as set forth on the plat of the Ridges, Filing No. Six, and convenants, conditions, and restrictions as contained in instrument recorded in Book 1318 at Page 22, and as amended by instrument recorded in Book 1795 at Page 564, and covenants, conditions, and restrictions as contained in instrument recorded in Book 1845 at Page 388; and covenants, conditions, and restrictions as contained in an instrument recorded in Book 2210 at Page 324.

SURVEYOR'S STATEMENT:

I, Dennis A. Shellhorn, being a registered Professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat and survey of COBBLESTONE RIDGES were made by me and/or under my direct supervision and that to the best of my knowledge, belief, and information both are accurate and conform to all applicable laws and regulations of the State of Colorado and to all applicable requirements of the zoning and development code of the City of Grand Junction.

Dennis A. Shellhorn P.L.S. 18480

Date: Nov 5, 1996

LAND USE SUMMARY

LOTS:	23.390 ACRES	76.7%
STREETS:	1.211 ACRES	4.0%
COMMON OPEN SPACE:	1.498 ACRES	4.9%
DISTRICT OPEN SPACE:	4.384 ACRES	14.4%
TOTAL:	30.483 ACRES	100.0%

NOTE: OPEN SPACE TOTALS REFLECT NET NEW OPEN SPACE CREATED BY THIS PLAT. PREVIOUS OPEN SPACE CONTAINED IN LOTS & STREETS ON THIS PLAT CONVEYED TO OWNERS BY CITY OF GRAND JUNCTION. REMAINDER OF DISTRICT OPEN SPACE IS AS PREVIOUSLY PLATTED.

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.

COBBLESTONE RIDGES

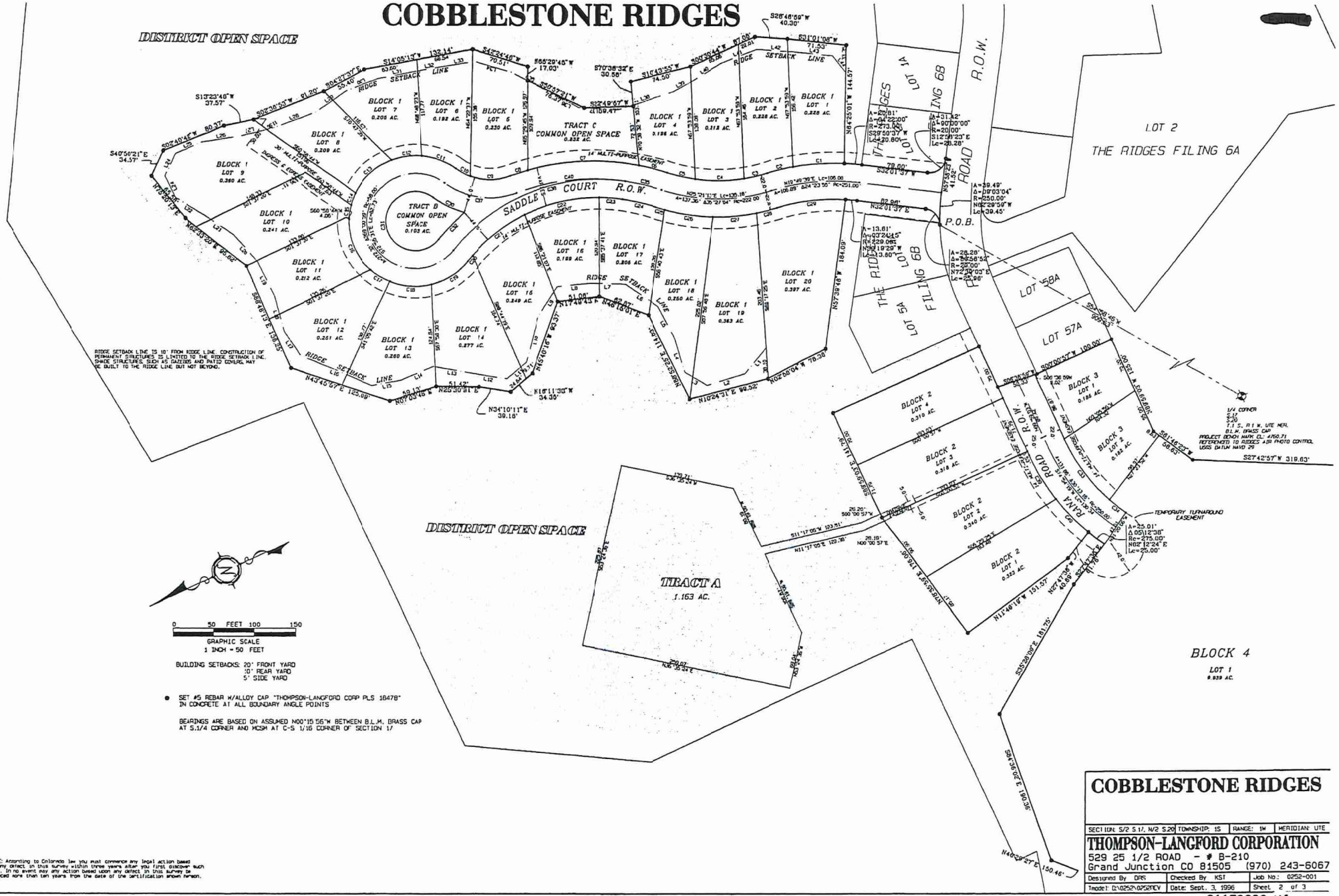
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THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DAS	Checked By: KST	Job No.: 0252-001
Model: D:\0252\0252REV	Date: Sept. 3, 1996	Sheet 1 of 3

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COBBLESTONE RIDGES



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.

COBBLESTONE RIDGES

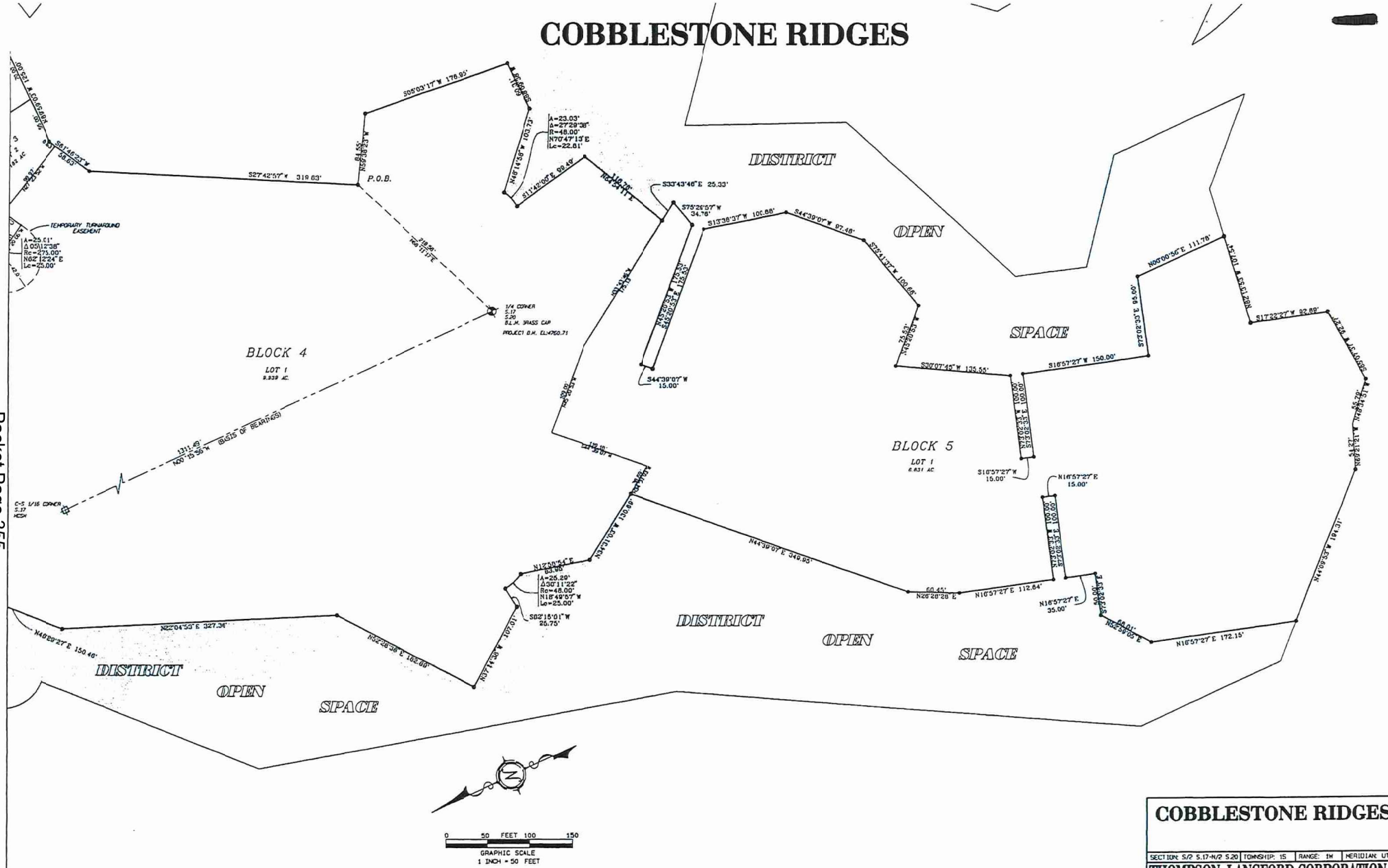
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THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DRS	Checked By: KST	Job No.: 0252-001	
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COBBLESTONE RIDGES



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.

COBBLESTONE RIDGES

SECTION: S/2 S.17-N/2 S.20	TOWNSHIP: 1S	RANGE: 1W	MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DRS	Checked By: KST	Job No.: 0252-001
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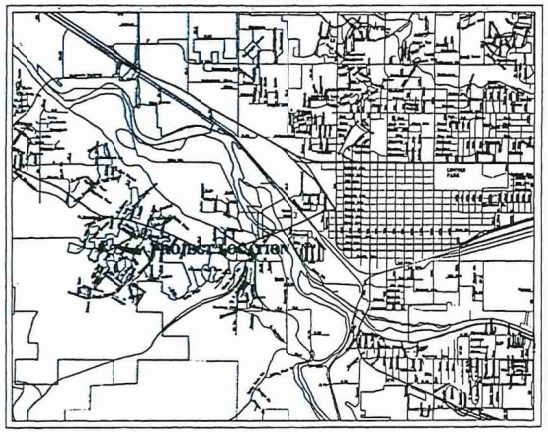
EXHIBIT

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COBBLESTONE RIDGES
PHASE 2
A REPLAT OF LOT 1 BLOCK 4 COBBLESTONE RIDGES
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

VICINITY MAP
NOT TO SCALE



CURVE TABLE

CURVE	DISTANCE	RADIUS	DELTA	BEARING	CHORD
C1	137.19'	297.00'	26°26'57"	S46°34'12"W	135.99'
C2	62.15'	178.00'	20°00'19"	N46°38'12"W	61.84'
C3	49.69'	152.00'	24°51'46"	N49°53'05"W	49.29'
C4	53.39'	152.00'	27°38'40"	N75°99'08"W	52.88'
C5	45.87'	152.00'	23°27'53"	S79°07'26"W	45.55'
C6	77.88'	152.00'	39°44'22"	S47°51'28"W	76.13'
C7	34.84'	152.00'	17°49'22"	S19°14'36"W	34.70'
C8	38.67'	465.00'	04°45'53"	S12°12'53"W	38.66'
C9	76.58'	465.00'	09°26'11"	S16°30'54"W	76.50'
C10	78.20'	465.00'	09°38'15"	S25°11'08"W	78.13'
C11	81.77'	465.00'	10°04'30"	S35°32'31"W	81.66'
C12	4.65'	465.00'	00°34'21"	S40°21'56"W	4.65'
C13	28.34'	23.50'	69°06'21"	S79°12'17"W	26.66'
C14	36.71'	48.00'	43°49'19"	N88°39'08"W	35.83'
C15	51.79'	48.00'	73°40'32"	S33°35'01"W	57.56'
C16	44.23'	48.00'	52°47'56"	S59°19'30"E	42.68'
C17	60.54'	48.00'	72°15'43"	N32°08'34"E	56.69'
C18	9.78'	23.50'	23°38'24"	N12°49'55"E	9.63'
C19	3.17'	509.00'	00°21'23"	N44°39'25"E	3.17'
C20	73.45'	509.00'	08°16'09"	N40°89'40"E	73.40'
C21	71.07'	509.00'	07°59'59"	N32°31'36"E	71.01'
C22	68.03'	509.00'	07°39'53"	N24°11'40"E	68.04'
C23	76.57'	509.00'	08°37'07"	N16°03'10"E	76.49'
C24	14.02'	509.00'	01°34'41"	N10°57'16"E	14.02'
C25	156.89'	68.00'	133°12'03"	N75°45'57"E	124.81'
C26	39.73'	222.00'	10°15'13"	S41°45'36"E	39.68'
C27	40.69'	222.00'	10°30'08"	N52°38'19"W	40.64'
C28	98.72'	228.00'	24°48'23"	S54°99'46"W	98.00'
C29	56.86'	228.00'	14°17'37"	S34°53'45"W	56.73'
C30	57.50'	213.00'	15°27'59"	S35°26'57"W	57.32'
C31	5.46'	213.00'	01°28'10"	S43°35'02"W	5.46'

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.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cobblestone Ridges, LLC, a Colorado Limited Liability Company, is the owner of that real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the Southwest one-quarter and Southwest, one-quarter of Section 17, and the Northeast one-quarter and the Northwest one-quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as described in Book 1726 at Page 368 and in Book 1759 at Page 69 of the Mesa County records, as shown on the accompanying plat, said property being more particularly described as follows

Lot 1 Block Block 4, Cobblestone Ridges.

City of Grand Junction, Mesa County, Colorado

That said owner has caused the said real property to be laid out and surveyed as COBBLESTONE RIDGES PHASE 2, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

* All Streets and Rights-of-Way to the City of Grand Junction for the use of the public forever;

* All Multi-Purpose Easements to the City of Grand Junction for the use of public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, irrigation lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures;

* All Drainage Easements to the owners of lots and tracts hereby platted as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground;

All easements include the right of ingress and egress on, along, over, under, and 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, the right to grade, provided however, that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF said owner has caused his name to be hereunto subscribed this 6th day of November A.D. 1996.

Steven E. Craven
Cobblestone Ridges, LLC, a Colorado Limited Liability Company
by Cobblestone Communities, Inc. its manager,
by Steven E. Craven, President.

State of Colorado)
) ss
County of Mesa)

This plat was acknowledged before me on this 6th day of November, 1996 by Steven E. Craven, as President of Cobblestone Communities, Inc., a Colorado corporation, manager of Cobblestone Ridges, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public
My address is: 250 N. 5th St. Grand Jct. CO 81501
My Commission expires 9-20-97

CITY APPROVAL

This plat of COBBLESTONE RIDGES PHASE 2, a subdivision to the City of Grand Junction, County of Mesa, State of Colorado, was approved this 9th day of December 1996

City Manager

Mayor

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, at 3:02 o'clock P M. this 19th day of November 1996, and is duly recorded in Plat Book No. 15 Page 292, 293 as Reception No. 1795368 Drawer No. CC102

Clerk and Recorder of Mesa County

DECLARATION OF COVENANTS

This property is subject to the effect of restrictions as set forth on the plat of the Ridges, Filing No. Six, and convenants, conditions, and restrictions as contained in instrument recorded in Book 1318 at Page 22, and as amended by instrument recorded in Book 1796 at Page 564, and covenants, conditions, and restrictions as contained in instrument recorded in Book 1845 at Page 388, and covenants, conditions, and restrictions as contained in an instrument recorded in Book 1990 at Page 500

SURVEYOR'S STATEMENT:

I, Dennis R. Shelhorn, being a registered Professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat and survey of COBBLESTONE RIDGES PHASE 2 were made by me and/or under my direct supervision and that to the best of my knowledge, belief, and information both are accurate and conform to all applicable laws, rules and regulations of the State of Colorado and to all applicable requirements of the subdivision and development code of the City of Grand Junction.

Dennis R. Shelhorn P.L.S. 18480

Dec 5, 1996
Date

LAND USE SUMMARY

LOTS:	8.832 ACRES	88.9%
STREETS:	1.107 ACRES	11.1%
TOTAL:	9.939 ACRES	100.0%

COBBLESTONE RIDGES
PHASE 2

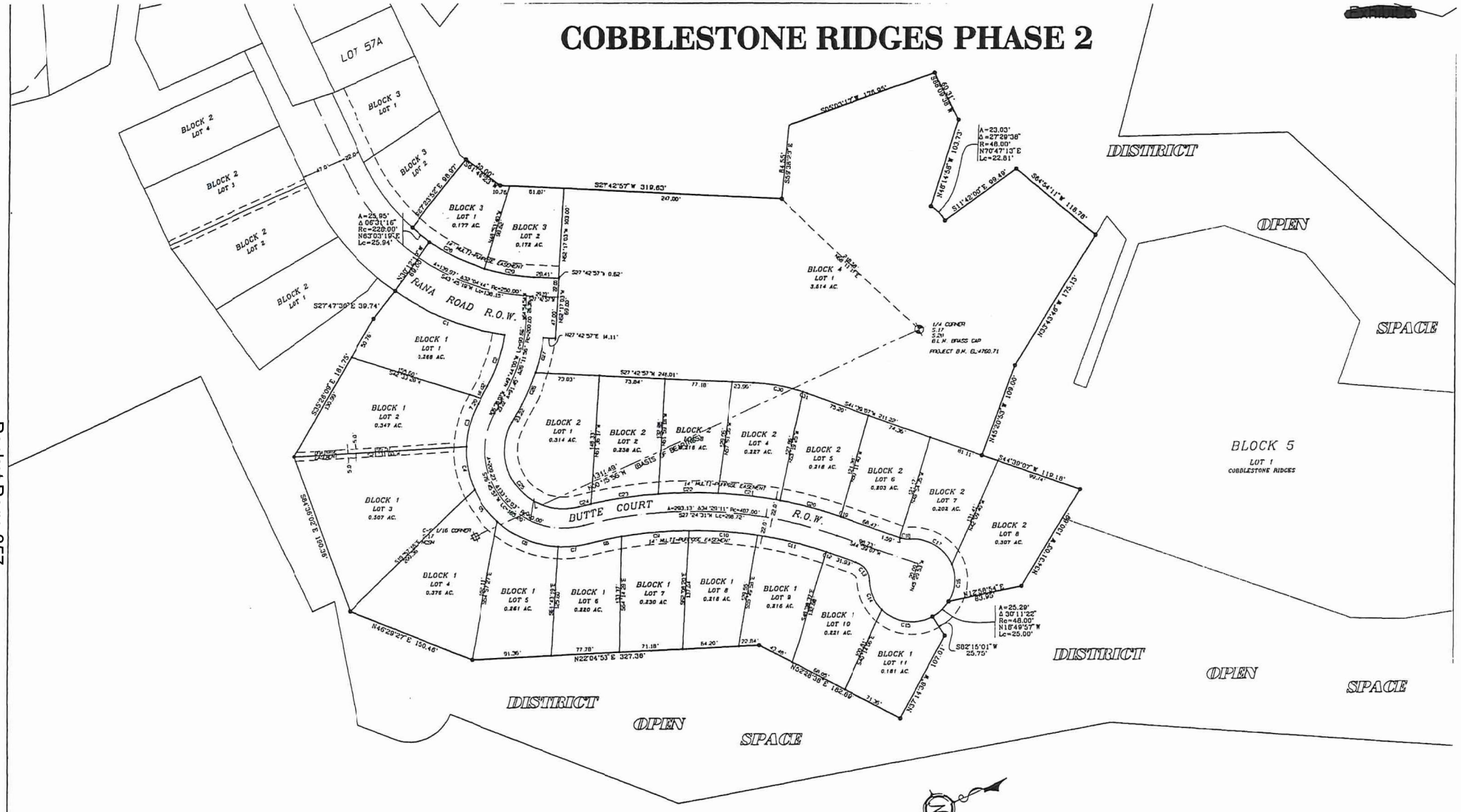
SECTION: S/2 S.17-N/2 S.20	TOWNSHIP: 1S	RANGE: 1W	MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DRS	Checked By: KST	Job No.: 0252-001
Model: D:\0252\PREV	Date: Sept. 3, 1996	Sheet 1 of 2

01153301.tif

COBBLESTONE RIDGES PHASE 2



0 50 FEET 100 150

GRAPHIC SCALE
1 INCH = 50 FEET

• SET #5 REBAR W/ALLOY CAP "THOMPSON-LANGFORD P.L.S 18478" IN CONCRETE AT ALL BOUNDARY POINTS

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.

COBBLESTONE RIDGES PHASE 2

SECTION: S/2 S.17-N/2 S.20	TOWNSHIP: 1S	RANGE: 1W	MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed By: DRS	Checked By: KST	Job No. 0252-001
Tandem: D:\0252\0252REV	Date: Sept. 3, 1996	Sheet 2 of 2

01153302.tif



Ridges Open Space

The Geographic Information System (GIS) and its components are designed as a source of reference for answering inquires, r planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and her information contained in official government records such as the County Clerk and Recorders office or the courts. In addition, e representations of location in this GIS cannot be substitute for actual legal surveys.
he information contained herein is believed accurate and suitable for the limited uses, and subject to the limitations, set forth ove. Mesa County makes no warranty as to the accuracy or suitability of any information contained herein. Users assume

0 0.0425 0.085 0.17 mi

0 0.05 0.1 0.2 km

1/21/2026

Mesa County, Colorado
GIS/IT Department

EXHIBIT tabbies 4

QUIT CLAIM DEED

The Ridges Metropolitan District, a special district organized pursuant to the laws of the State of Colorado, doing business at 372 Ridges Boulevard, Grand Junction, Colorado 81503, hereinafter Grantor, hereby sells and quit claims to The City of Grand Junction, a home rule city in the County of Mesa, State of Colorado, doing business at 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter Grantee, the following real property together with all fixtures, appurtenances, signs, surfacing and permanent installations to wit:

BOOK 1914 PAGE 315

All open space and park land owned by Grantor and being generally described as:

Filing #1 totaling 5.925 acres, including but not necessarily limited to, a tract of land commonly know as Entrance Park, 442 Ridges Boulevard and all other tracts in said filing as more particularly described by parcel numbers:

2945-163-24-944(038)
2945-163-24-944(022)
2945-163-24-944(018)

1609906 03:58 PM 07/30/92
Monika Todd Clk&Rec Mesa County Co
DOC EXEMPT

and,

Filing #2 totaling 6.259 acres, including but not necessarily limited to, a tract of land commonly known as Duckpond Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-14-944(015)
2945-201-04-944(022)
2945-201-01-944(010)
2945-174-24-944(033)
2945-163-26-944(022)

and,

Filing #3 totaling 13.4973 acres, including but not necessarily limited to, a tract of land commonly known as Hidden Valley Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-212-13-944(009)
2945-201-09-944(029)
2945-212-14-944(030)
2945-201-01-945(011)

and,

Filing #4 totaling 17.69 acres, including but not necessarily limited to, tracts of land commonly known as Valley View Way and the Tot Lot and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-13-944(033)
2945-201-04-944(022)
2945-201-08-944(029)
2945-201-07-944(025)
2945-201-06-944(017)

Recorder's Note: Poor Legibility On Document Provided For Recording.

Exhibit

and,

Filing #5 totaling .177 acres, including but not necessarily limited to, a tract of land commonly known as Boy Scout Park and all other tracts in said filing as more particularly described by parcel number:

2945-202-06-944(031)

and,

A tract of land in Filing #5, Lot 1, Block 22 commonly known as the school site consisting of 6.372 acres:

and,

Filing #6 totaling 40.988 acres, including but not necessarily limited to, a tract of land commonly known as Autumn Ridge/Pleasant Hollow Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-174-30-944(079)
2945-174-29-944(074)
2945-174-34-944(015)
2945-202-17-944(019)
2945-202-06-955(050)
174-30-94

and,

A tract of land located at the entrance to the Ridges and as more particularly described in Book 1421 page 76 of the land records of Mesa County:

and,

A tract of land consisting of 2.243 acres located at 372 Ridges Boulevard.

and,

A deeded easement as more particularly described in Book 1867 page 751 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1879 page 105 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1860 pages 989 and 990 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1202 page 709 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1351 page 484 of the land records of Mesa County:

and,

Certain tracts of land commonly know as Bus Stop No. 1, Bus Stop No. 2, Bus Stop No. 3 and Bus Stop No. 4, together with the land reasonably required to maintain the structures located thereon and all signs affixed thereto:

and,

Any and all other real property owned by the District or in which the District may have an interest as of the date of this deed.

All parcel numbers are as existing in the records of the Mesa County Assessor as of the date of this deed and as represented in the attached assessors maps.

Signed this 14th day of July, 1992.

RIDGES METROPOLITAN DISTRICT

by: Ellsworth Stein
Ellsworth Stein
President of the Board of Directors

Exhibit

BOOK 1914 PAGE 818

STATE OF COLORADO)
County of Mesa)

The foregoing instrument was executed before me this 15th day of July, 1992, by Ellsworth Stein, President of the Board of Directors of the Ridges Metropolitan District, Mesa County, Colorado.

My commission expires 10/26/92.
Witness my hand and official seal.

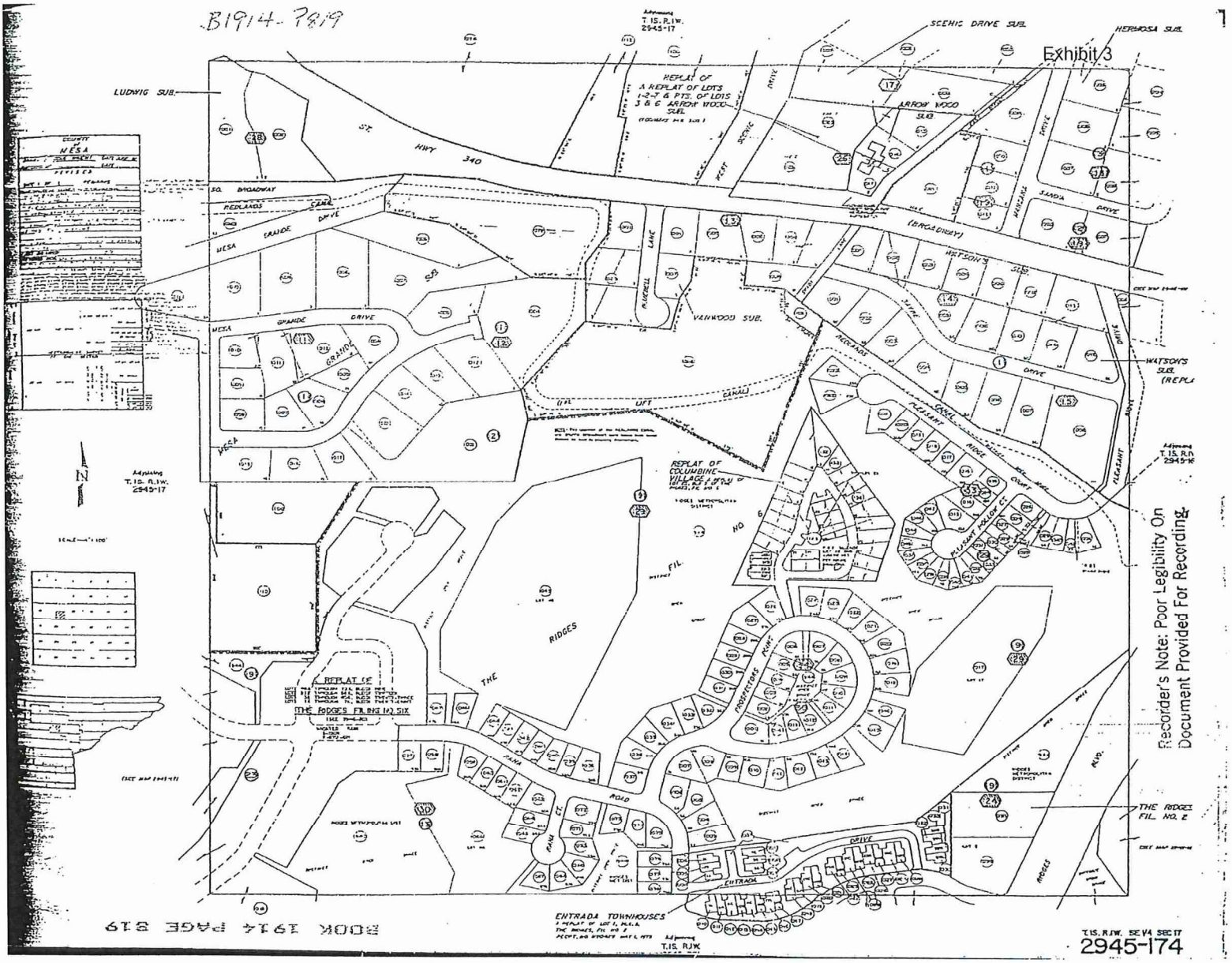


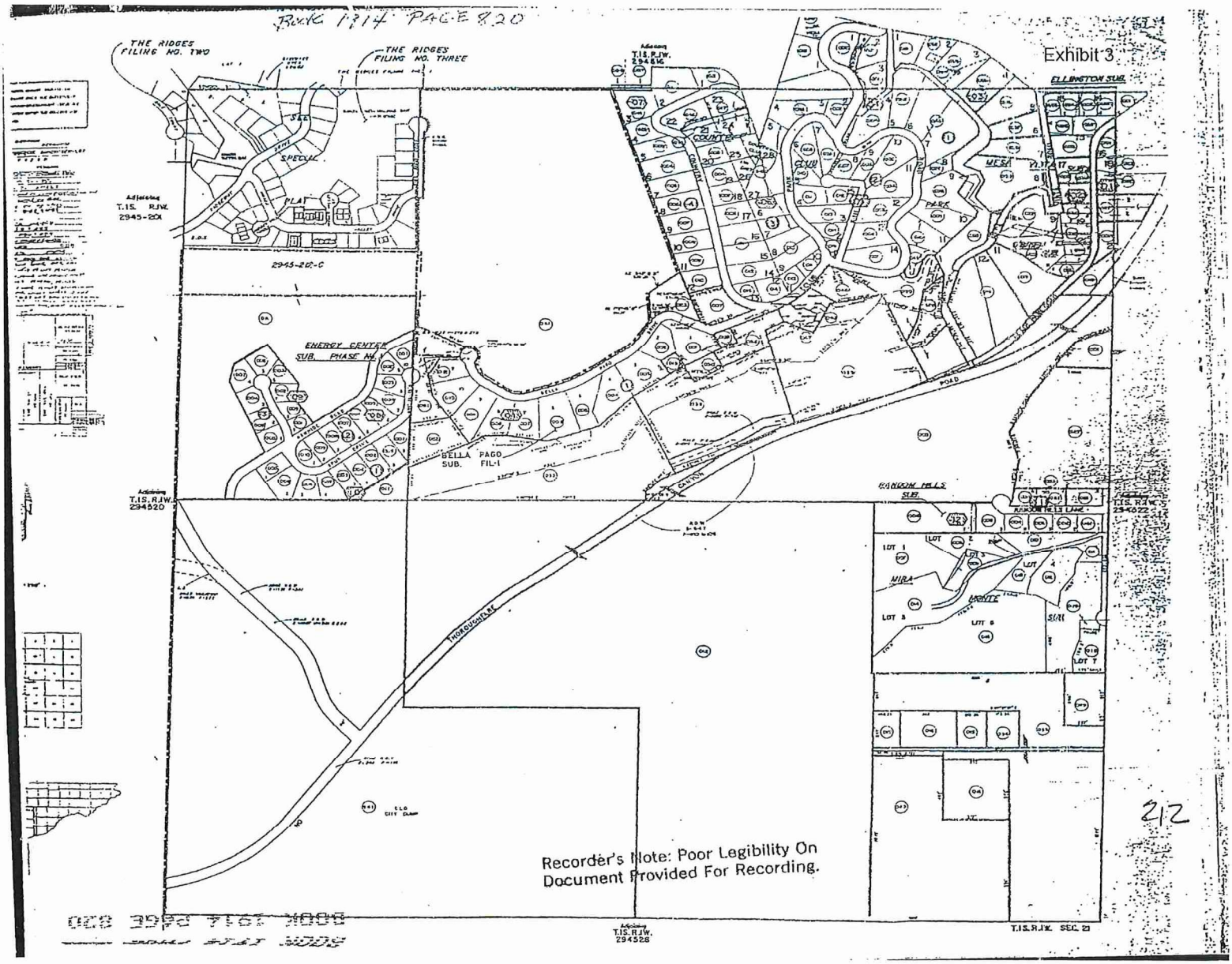
Mildred B Fowler
Notary Public

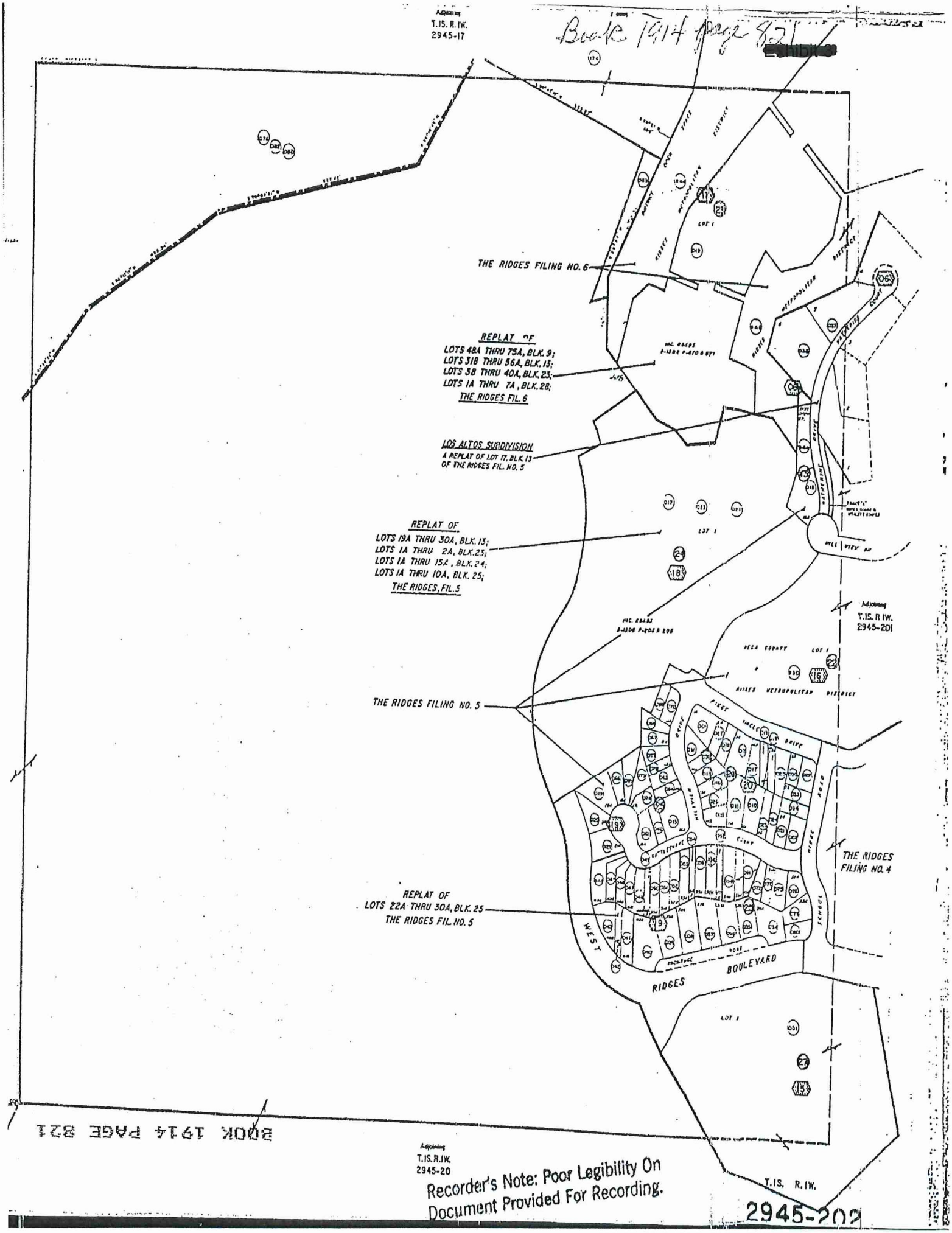
Address: 372 Ridges Blvd
Grand Jct. CO 81503

B1914-7819

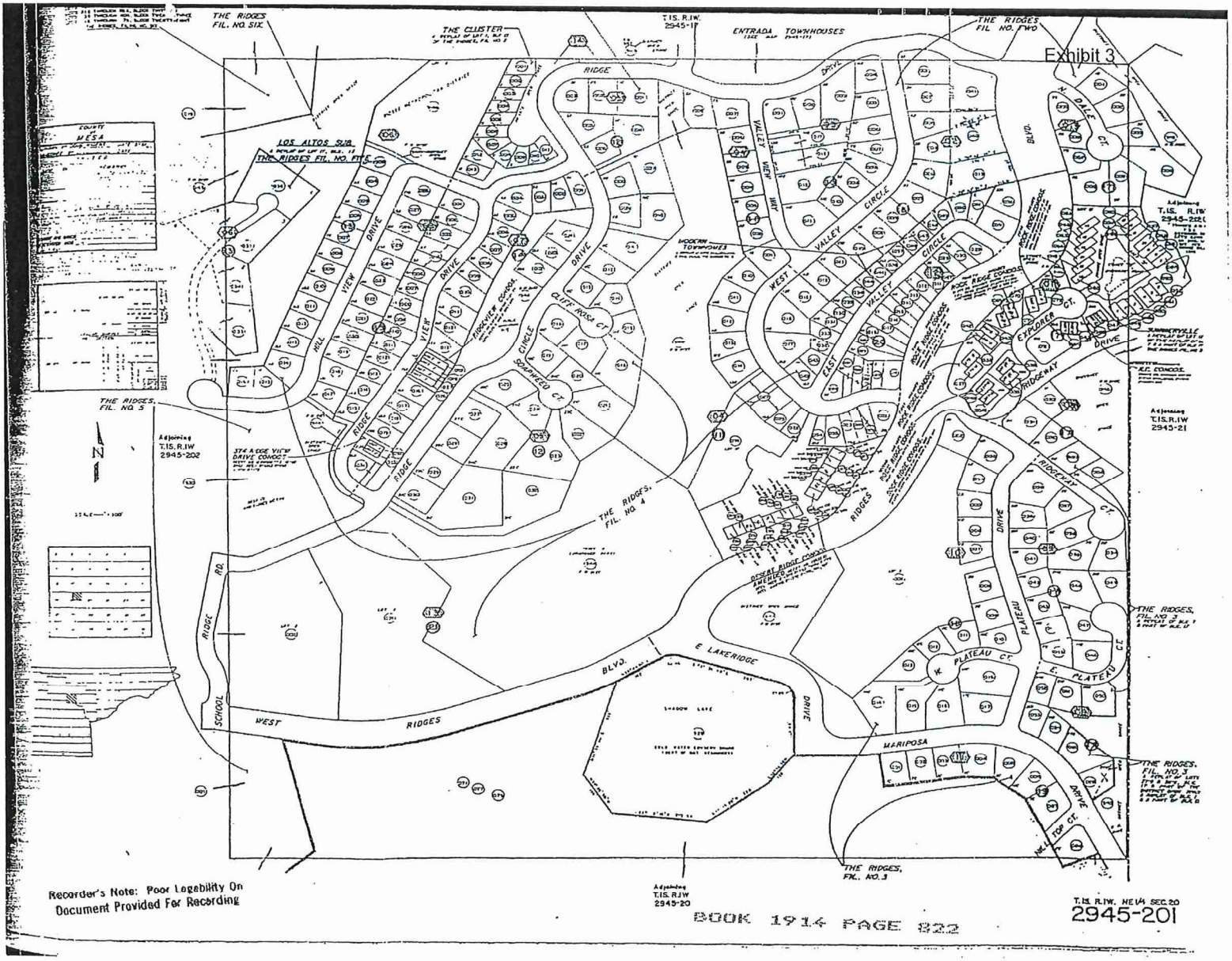
Exhibit 3




BOOK 1314 PAGE 820
Exhibit 3
THE RIDGES FILING NO. TWO
THE RIDGES FILING NO. THREE
ELLINGTON SUB.
ENERGY CENTER SUB. PHASE NO.
BELLA PAGO SUB. FIL-1
RAINBOW HILLS SUB.
MIRA
MONTE
THOROUGHFARE
212
Recorder's Note: Poor Legibility On Document Provided For Recording.



Recorder's Note: Poor Legibility On Document Provided For Recording.


Exhibit 3
THE RIDGES FIL. NO. SIX
THE CLUSTER
T.1S. R.1W. 2945-17
ENTRADA TOWNHOUSES
THE RIDGES FIL. NO. TWO
LOS ALTOS S/D
THE RIDGES FIL. NO. FIVE
COUNTY MESA
THE RIDGES, FIL. NO. 5
Adjoining T.1S. R.1W 2945-202
THE RIDGES, FIL. NO. 4
THE RIDGES, FIL. NO. 3
Adjoining T.1S. R.1W 2945-21
Adjoining T.1S. R.1W 2945-20
RIDGE
VIEW DRIVE
HILL VIEW DRIVE
RIDGE CIRCLE
FAIRVIEW CIRCLE
CLIFF ROCK CT.
SAGEWOOD CT.
VALLEY VIEW WAY
VALLEY WEST CIRCLE
VALLEY EAST CIRCLE
MODERN TOWNHOUSES
ROCK RIDGE CONDOS
EXPLORER CT.
EXPLORER DRIVE
RIDGEWAY
RIDGECREST
RIDGE RD.
SCHOOL
WEST RIDGES BLVD.
E. LAKERIDGE DRIVE
SHADOW LAKE
DESERT RIDGE CONDOS
PLATEAU DRIVE
PLATEAU CT.
MARIPOSA
DALE CT.
DALE BLVD.
TOP CT.
N
Recorder's Note: Poor Legability On Document Provided For Recording
BOOK 1914 PAGE 822
T.1S. R.1W. NE¼ SEC.20
2945-201

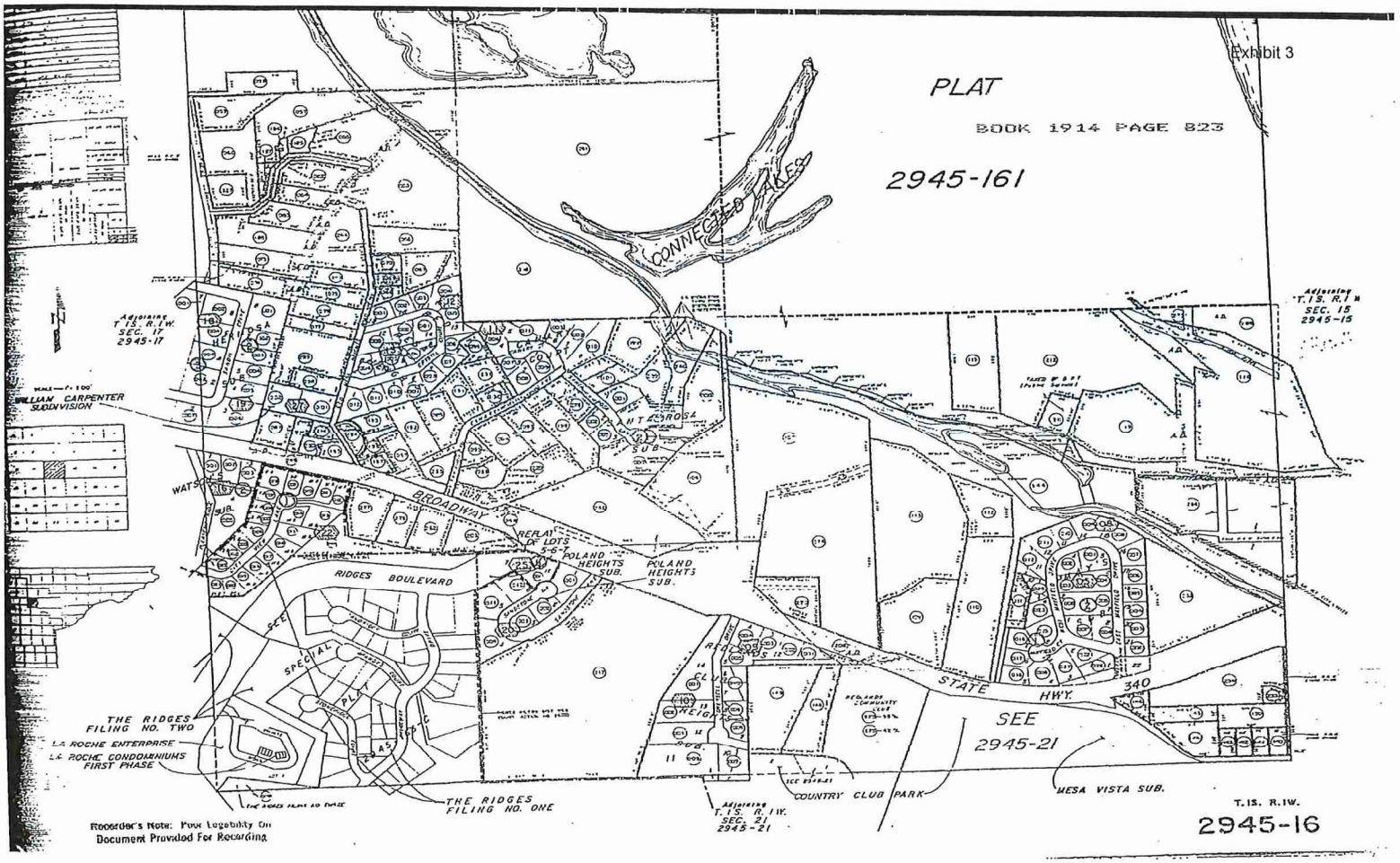
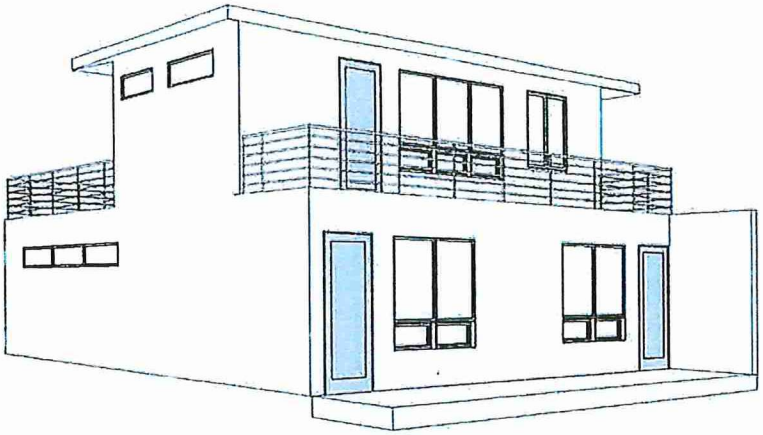
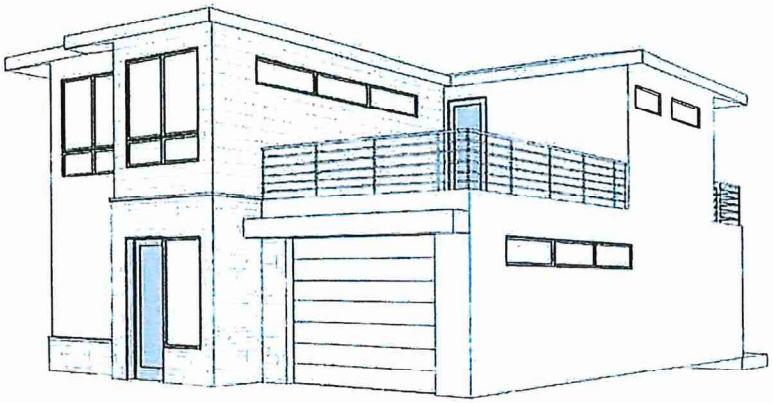

Exhibit 3
PLAT
BOOK 1914 PAGE 823
2945-161
CONNECTED LAKES
ADJOINING T.1S. R.1W. SEC. 17 2945-17
ADJOINING T.1S. R.1W SEC. 15 2945-15
WILLIAM CARPENTER SUBDIVISION
BROADWAY
RIDGES BOULEVARD
POLAND HEIGHTS SUB.
REPLAT OF LOTS 5 & 7 POLAND HEIGHTS SUB.
SPECIAL PLAT
THE RIDGES FILING NO. TWO
LA ROCHE ENTERPRISE
LA ROCHE CONDOMINIUMS FIRST PHASE
THE RIDGES FILING NO. ONE
STATE HWY. 340
SEE 2945-21
COUNTRY CLUB PARK
MESA VISTA SUB.
ADJOINING T.1S. R.1W. SEC. 21 2945-21
T.1S. R.1W.
2945-16
Recorder's Note: Poor Legibility On Document Provided For Recording

EXHIBIT
5

Architecture – Modern Desert

The developer has chosen Eric Kraai of Kraai Design to create the architecture for Camelback Gardens.

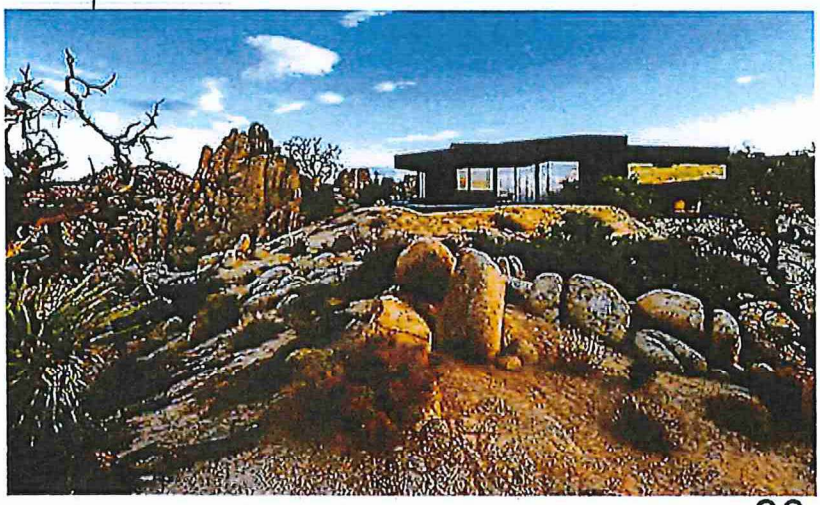


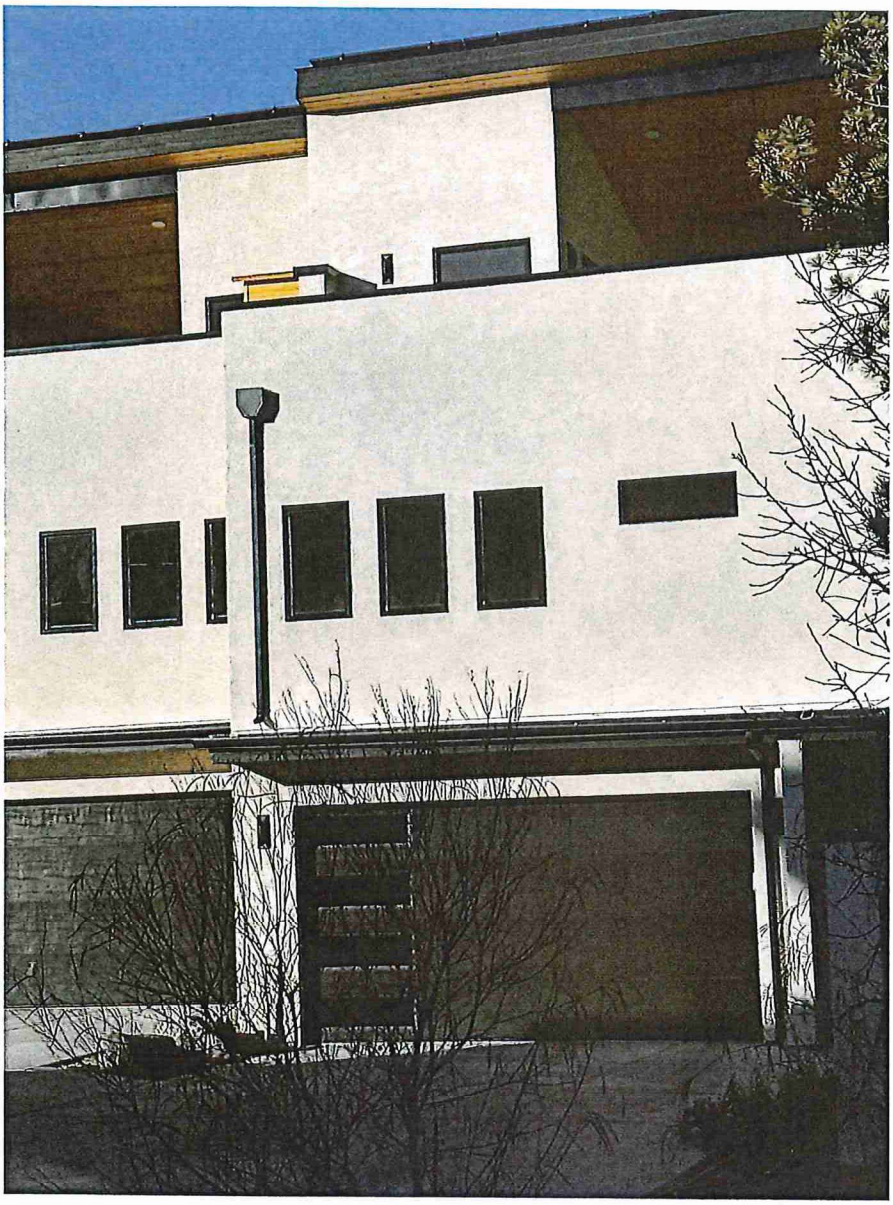


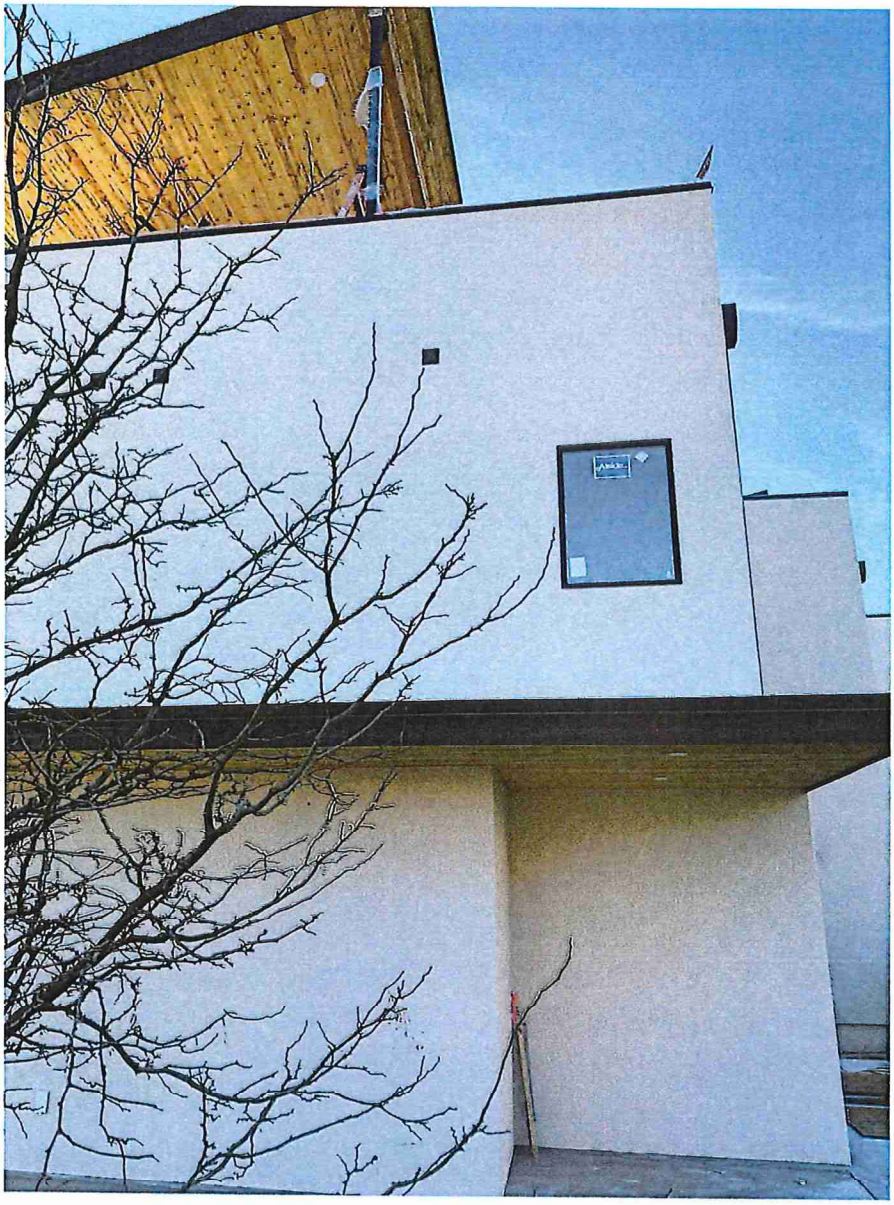
Houses will range from 1,300-2,400 sf. Anticipated price range is $500,000 and up.

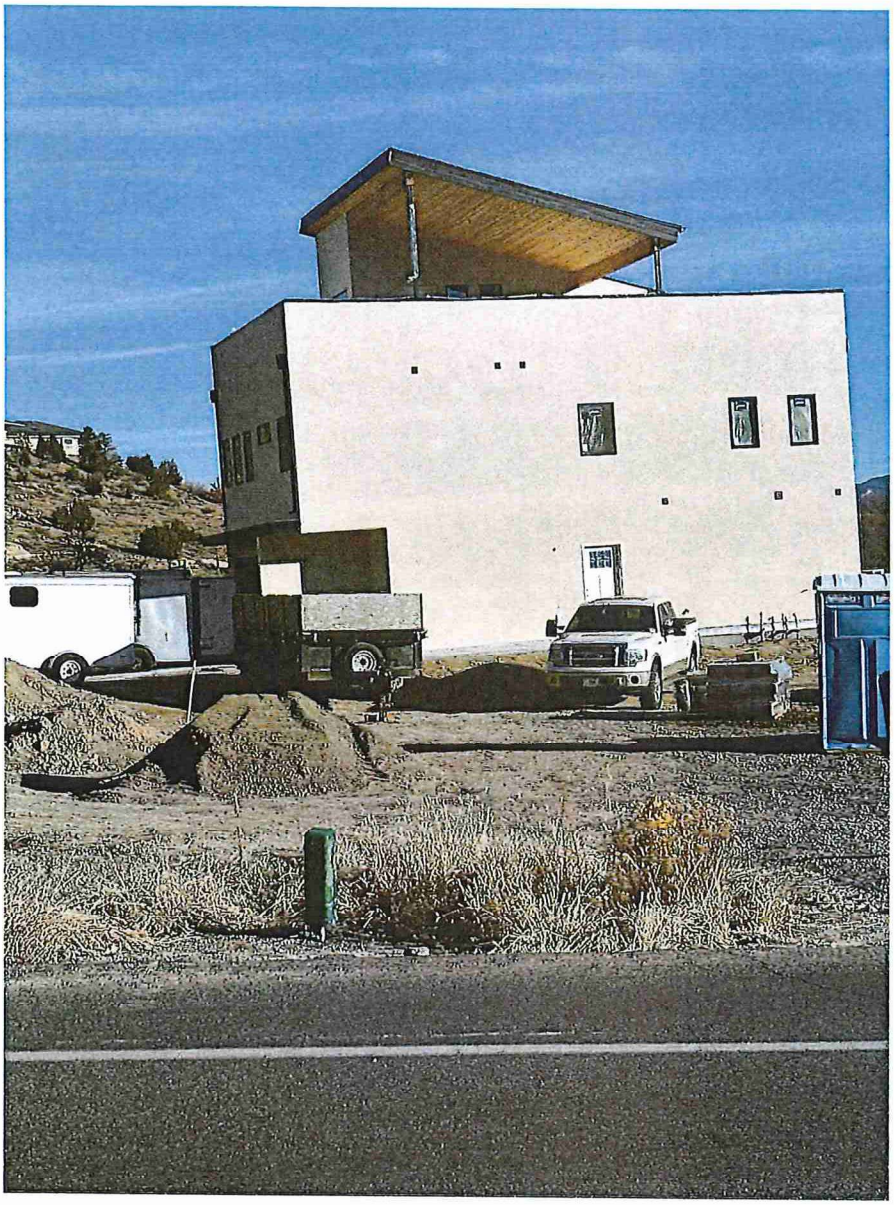
5 3D View 1

The homes will provide a sense of appreciation for the surrounding land and offer sustainable sophistication to the neighborhood.









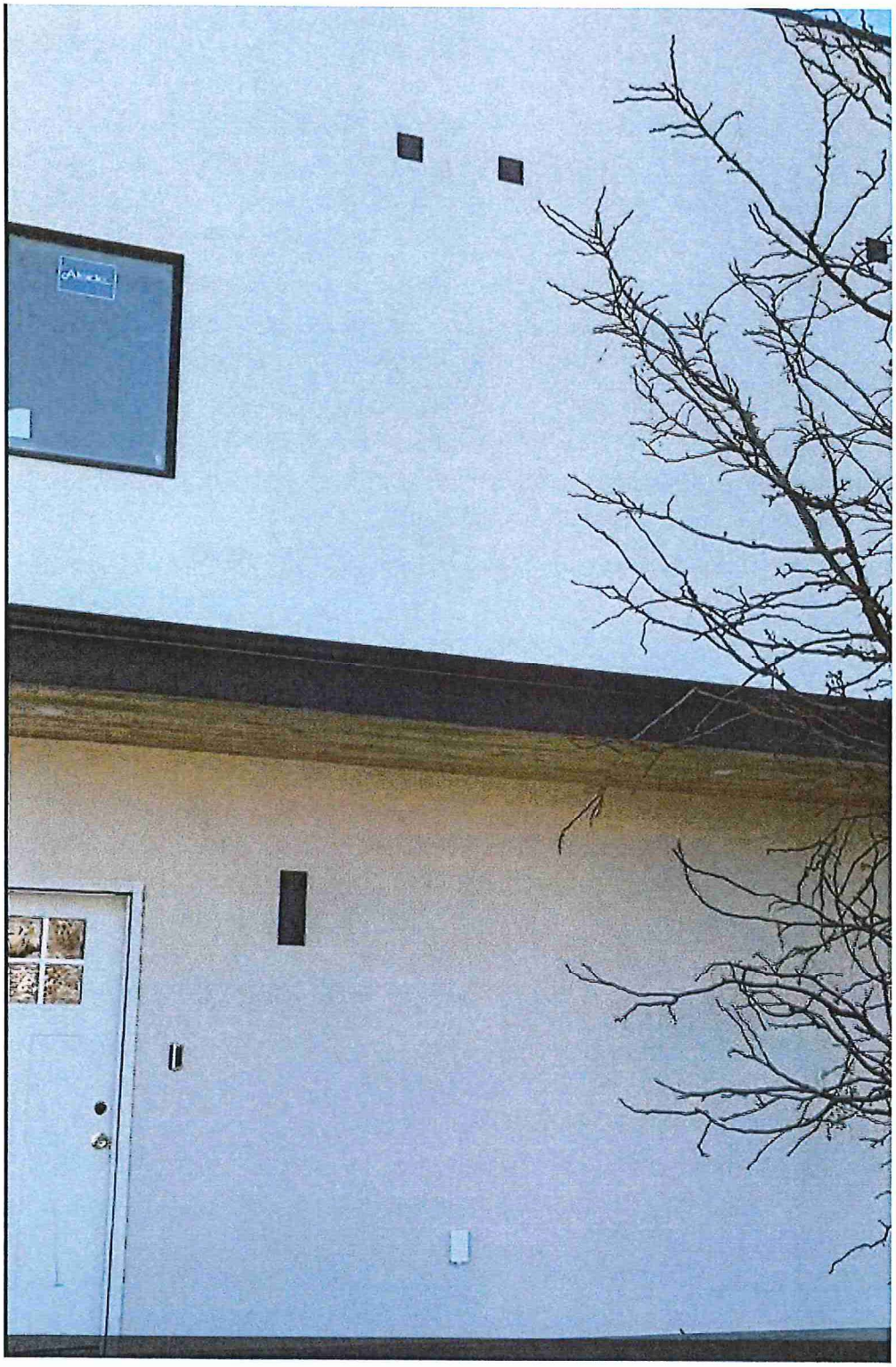
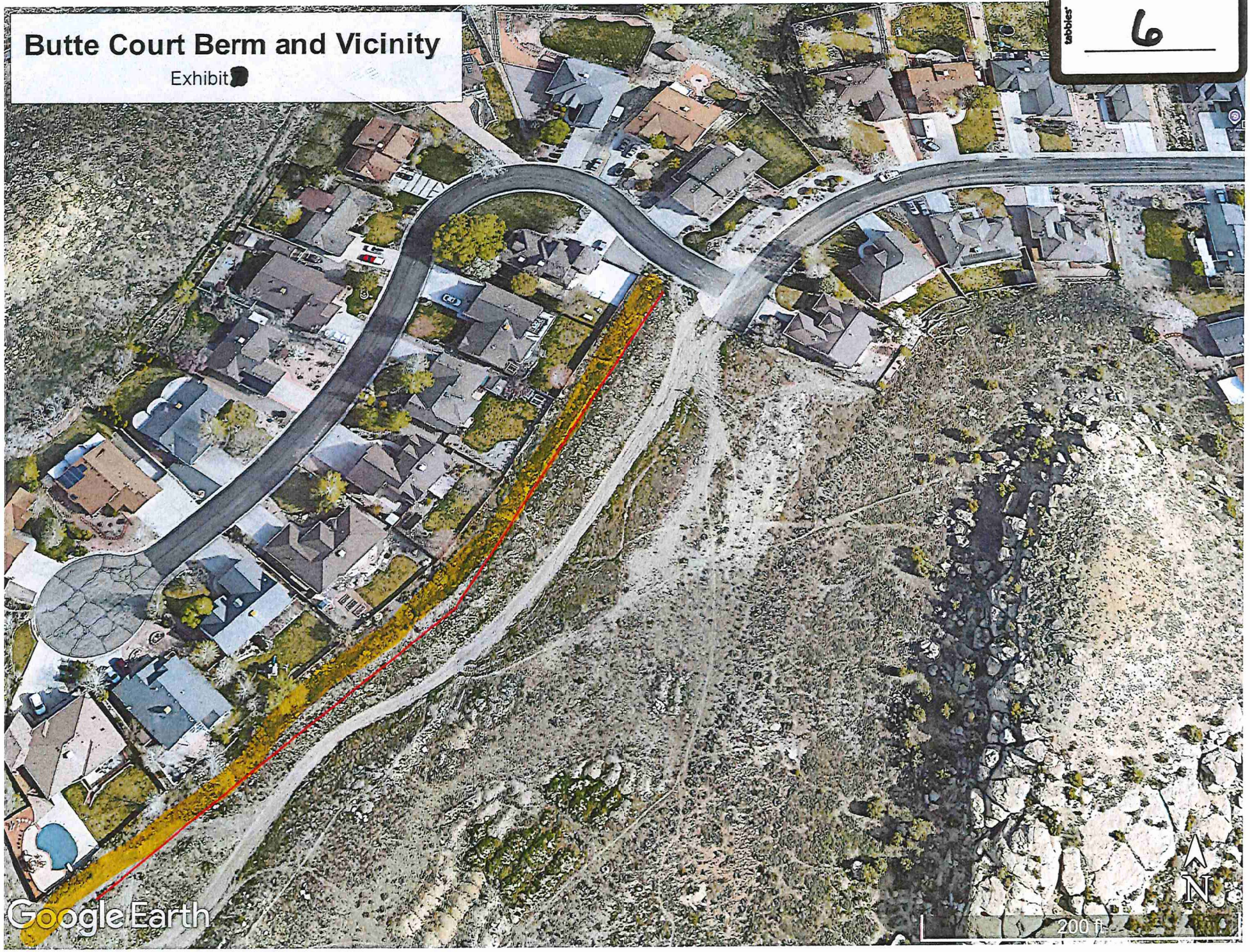


EXHIBIT
tabbies
6

Butte Court Berm and Vicinity

Exhibit



EXHIBIT

tabbies

7

NOTICE OF PUBLIC HEARING

An application for the following request has been received and tentatively scheduled for public hearings, in the City Hall Auditorium.

PLANNING COMMISSION: ~~13~~ 27
Tuesday, January ~~13~~, 2026 at 5:30 PM
CITY COUNCIL:
Wednesday, February 4, 2026 at 5:30 PM

- Attend the meeting at City Hall, **250 N 5th Street**
- Meeting information will be available online by **5 PM on January 6, 2026 at www.gjcity.org/129/Agendas-Minutes**
- Comment in advance by **5:30 PM on January 12, 2026**
- Comment by phone **(970) 609-9688** and enter **4448**
- Attend virtually: **bit.ly/GJ-PC-1-13-26** (Case-sensitive)
- *For information on the City Council hearing visit www.gjcity.org/129/Agendas-Minutes or call 970-244-1509*

PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

Planner: Daniella Acosta Stine **Phone:** 970-256-4089
Email: daniellaa@gjcity.org

AVISO DE AUDIENCIA PÚBLICA

Se ha recibido una solicitud para la siguiente petición y se ha programado tentativamente una audiencia pública en el Auditorio del Ayuntamiento.

COMISIÓN DE PLANIFICACIÓN
Martes, 13 de Enero del 2026 a las 5:30 PM
AYUNTAMIENTO:
Miércoles, 4 de Febrero del 2026 a las 5:30 PM

- Asista a la reunión en el Ayuntamiento, **250 N 5th Street**
- La información estará disponible en línea a las **5 PM el 6 de Enero del 2026** en **www.gjcity.org/129/Agendas-Minutes**
- Comentarios por adelantado en antes de las **5:30 PM el 12 de Enero del 2026**
- Comentar por teléfono **(970) 609-9688** e ingrese **4448**
- Asista virtualmente: **bit.ly/GJ-PC-1-13-26** (distingue entre mayúsculas y minúsculas)
- *Obtener información audiencia del Concejo Municipal visite www.gjcity.org/129/Agendas-Minutes o 970-244-1509*

PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.

Considérese la solicitud presentada por Camelback Gardens, LLC y Upland Homes, Inc. para la revisión y aprobación de un Plan de Desarrollo Detallado (ODP) para el proyecto de desarrollo Camelback Gardens, que se propone construir en un terreno de 10,29 acres ubicado en 381 y 409 High Desert Road.

Planificador: Daniella Acosta Stine **Teléfono:** 970-256-4089 **Correo electrónico:** daniellaa@gjcity.org

EXHIBIT
tabbies 8

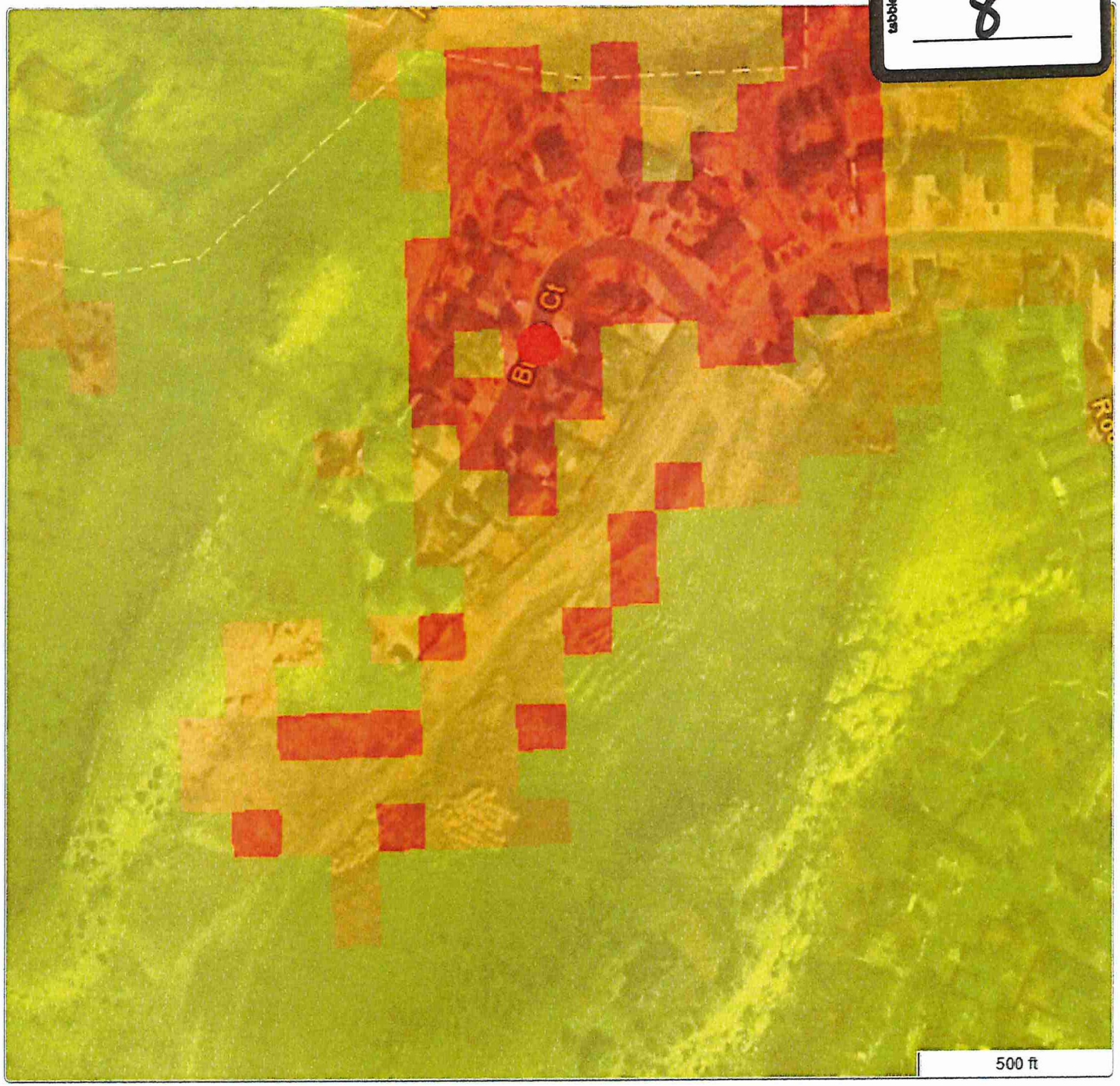
Colorado Wildfire Risk Viewer

https://co-pub.coloradoforestatlas.org

Wildland Urban Interface Risk

A measure of the potential impact on people and their homes from wildfire.

Created on:
1/20/2026, 3:24 PM



Disclaimer

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Legend

https://co-pub.coloradoforestatlas.org

Wildland Urban Interface Risk

- Lowest Risk
- Low Risk
- Moderate Risk
- High Risk
- Highest Risk

Counties

From:	Cathlin Craver
To:	Daniella Acosta
Cc:	Mike Ackerson
Subject:	Camelback Gardens ODP No. PLD-2023-121
Date:	Monday, February 9, 2026 6:03:51 PM
Attachments:	Camelback Gardens ODP.pdf

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Ms. Acosta,

We are respectfully submitting our comments regarding the proposed Camelback Gardens development at 381 Rana Rd. Our letter is attached to this email.

Thank you,

Cathlin Craver and Richard Ackerson
395 Butte Ct
Grand Junction, CO 81507

Date: February 9, 2026

From: Cathlin Craver and Richard Ackerson 395 Butte Ct. Grand Junction, CO 81507

To: Grand Junction Planning Commission

Regarding: Camelback Gardens ODP, 381 Rana Road, PLD-2023-121

Dear Members of the Planning Commission,

We are writing to formally express our strong opposition to the proposed development of up to 90 homes on the site located at 381 Rana Rd. As a resident of Cobblestone Ridges, we believe this project, as currently designed, represents significant over-development that is incompatible with the established safety and character of our community.

Our concerns are centered on the following critical issues:

1. Pedestrian Safety and Traffic Our neighborhood currently lacks comprehensive sidewalk infrastructure. We are a community of pedestrians—families with strollers, neighbors walking dogs, bikers, seniors exercising and most importantly, children walking to and from school bus stops.

- Adding 90 homes alone will likely introduce 150–200 additional vehicles to our streets daily.
- This does not account for the opening of the corridor from High Desert Road to Rana Road which would result in an even larger increase in the number of vehicles using this new route from existing neighborhoods.
- The influx of traffic into an area without adequate walkways creates a high-risk environment for our most vulnerable residents.

2. Neighborhood Character and Scale The proposed density and height are entirely inconsistent with the surrounding area, which consists exclusively of 1-to-2-story single-family homes. Allowing buildings up to **40 feet high** with minimal **10-foot rear setbacks** ignores the existing character and quality of life and will result in a permanent loss of privacy, light, and views for adjacent homeowners.

3. Storm Water and Drainage Cobblestone Ridges, particularly Rana Road has historically had drainwater issues, and this concern only increases with unpredictable and extreme weather. The proposed development does not address stormwater mitigation.

4. Economic Impact While development is often equated with progress, creating high-density developments into a low-density area can decrease the desirability and property value of

long-standing homes. The reduction in open space and increased crowding detracts from the very qualities that make our neighborhood a stable, sought-after place to live.

Conclusion We urge the Commission to deny this proposal in its current form. Any development on this site should be scaled down to reflect the height, setbacks, and density of the existing neighborhood to ensure the safety and quality of life for all current residents.

Sincerely,

Cathlin Craver and Richard Ackerson

Gmail

Frank Margos <margosfrank6@gmail.com>

CAMELBACK GARDENS ODP PLD-2023-121 DEVELOPMENT (381 & 409 High Desert Road, Grand Junction, CO)

1 message

Frank Margos <margosfrank6@gmail.com> Fri, Feb 13, 2026 at 9:07 AM
To: Frank Margos <margosfrank6@gmail.com>

To: Grand Junction City Council

From: Cobblestone Ridges Homeowners Association

Subject: Formal Opposition to the Proposed Camelback Gardens ODP PLD-2023-121 at 381 & 409 High Desert Road.

Date: February 13, 2026

On behalf of the homeowners of the Cobblestone Ridges HOA, the Board of Directors are writing to formally express our collective opposition to the proposed development project located at 381 & 409 High Desert Road. As espoused in our Resolution attached detailing our specific concerns, including traffic congestion, safety hazards, drainage and irrigation impact we request this formal record of our position be included in all public records regarding the Proposed Camelback Gardens ODP PLD-2023-121 located at 381 & 409 High Desert Road.

In addition we express our collective opposition to Resolution No. 13-26 passed by the City Council that would allow adjacent city owned public open space to be used for the purpose of allowing the developers to increase density. We believe this to be an egregious misuse of discretionary powers of the city council.

We urge the City Council to reject the current proposal and seek alternatives that better align with the established residential character of our neighborhood.

Respectfully,

Frank Margos
Cobblestone Ridges HOA

Cobblestone Ridges Camelback Gardens Resolution.pdf
444K

COBBLESTONE RIDGES HOA RESOLUTION
IN OPPOSITION TO PROPOSED CAMELBACK GARDENS DEVELOPMENT, PLD-2023-121
January 21, 2026

The Cobblestone Ridges Homeowners Association (HOA) represents the 43 homeowners in the Cobblestone Ridges subdivision immediately to the north of the proposed Camelback Gardens development (PLD-2023-121). Cobblestone Ridges will suffer the most severe and adverse impacts from the currently proposed Camelback Gardens development. The Cobblestone Ridges HOA Board and members have reviewed Revision 7 of the Camelback Gardens Outline Development Plan (ODP) and have a number of serious concerns about the ODP that we believe the City of Grand Junction Planning Commission needs to address before granting any approval to the development. These concerns fall in five areas:

- Housing density
- Traffic
- Safety
- Drainage
- Irrigation

Our concerns in these five areas are described below, followed by our recommendations for how the Planning Commission should proceed.

1. Housing Density

As discussed in the ODP, housing density is quite varied throughout the Ridges Development, fluctuating from 2 homes per acre (R2) to 24 homes per acre (R24). The ODP states that the Camelback Gardens Development will fit well with existing housing and does not have an impact in this area. However, the ODP does not take into consideration the density of the adjoining Cobblestone Ridges and High Desert neighborhoods, which is consistent with the current RL-4 zoning, and which will be most impacted by the Camelback Gardens development. In addition, the ODP calculations include City of Grand Junction Open Space in their estimation of housing density. By inappropriately including 15.01 acres of Open Space in their density calculations, they arrive at a figure of 3.48 units/acre on page 22 of their ODP. With the Open Space owned by the City excluded, their actual proposed density is 90 units spread over 10.63 acres, or 8.47 units/acre. When the development is broken into the southern lot 1, which comprises Pods A and B with 20 housing units, and the northern lot 2, which comprises Pods C, D, E, F, and G with 70 housing units, the proposed densities are 6.43 units/acre for lot 1 and 9.31 units/acre for lot 2.

On page 23 of the ODP, they state that "Camelback Gardens largely incorporates RL5 (sic) in the PD." In the first place, RL-5 zoning has a maximum density of 5.5 units/acre, less than the 8.47 units/acre they are proposing. Secondly, the numerous deviations from RL-5 standards they are requesting leave their development more in line with RM-8 standards than RL-5 standards. The proposed density for lot 2 exceeds even the RM-8 maximum density of 8 units/acre.

This is a dramatic contrast to the existing density of 3.82 units/acre on Butte Ct in Cobblestone Ridges. This density does not even include the road surface area of Butte Ct itself, whereas the calculations for Camelback Gardens above do include the road surface area. The density in the rest of Cobblestone Ridges (Rana Rd and Saddle Ct) is also less than 4 units/acre.

Figure 1 below demonstrates the difference in density between the 19 existing units on Butte Ct (outlined in BLUE), as compared to the 70 proposed units of Camelback Gardens lot 2 shaded in RED. The proposed density for Camelback Gardens is inconsistent with the character of the adjoining neighborhoods, and would have a major impact on traffic on Rana Rd as discussed in the next section.

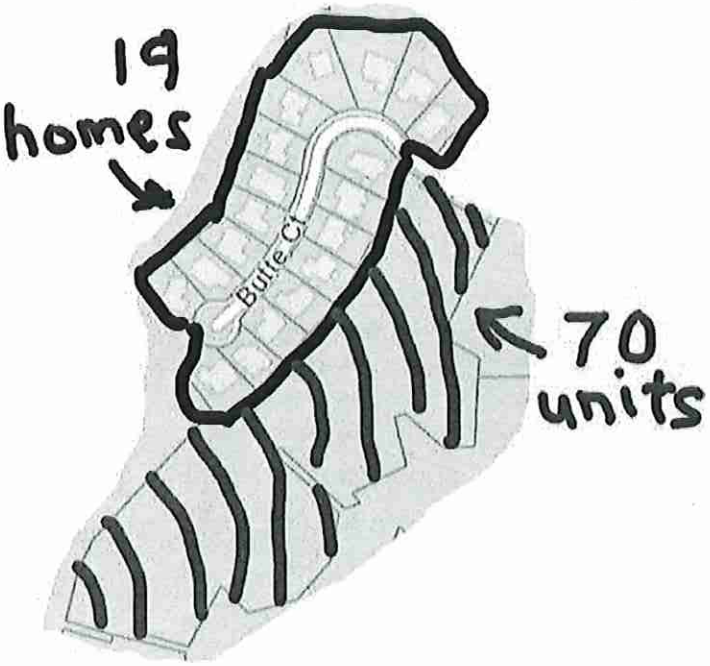


Figure 1. Home density comparison between Butte Ct and Camelback Gardens Lot 2

2. Traffic

At the top of page 17 of the ODP, it is stated that "Commuter traffic is likely to be impacted in a small way." This grossly understates the impact of the proposed development on traffic. Rana Rd, the designated access road for Camelback Gardens, is currently (and has been for over 25 years) a quiet residential road that is effectively a dead-end road when combined with Butte Court. By connecting Rana Rd to High Desert Rd, it opens Rana Rd to much more than just the Camelback Gardens development. This connection will also make Rana Rd the shortest route from the lower (northern) end of the existing High Desert Rd down to the intersection of Ridges Blvd and Ridge Circle Dr on the way to Broadway. Starting at the intersection of High Desert Rd and Club Estates Dr, it is a distance of approximately 0.94 miles down High Desert Rd, Rana Rd, and Ridge Circle Dr to Ridges Blvd. The alternative route that goes up High Desert Rd to Ridges Blvd and then down to Ridge Circle Dr is a distance of approximately 1.25 miles (see Figure 2).

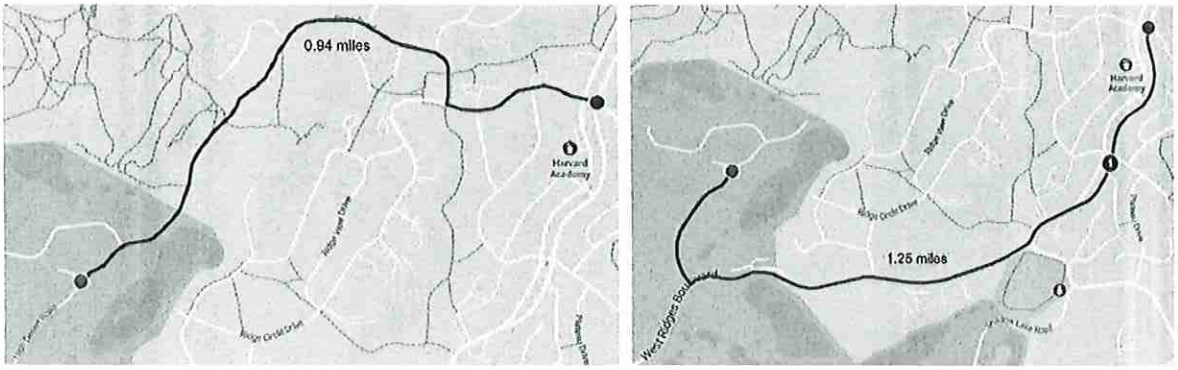


Figure 2. Comparison of Rana Rd and Ridges Blvd routes to intersection of Ridge Circle Dr and Ridges Blvd

Thus, the 36 planned or existing units on High Desert Rd north of Club Estates Dr and in the Lonetree development (T-Club Villas at Redlands Mesa) (see Figure 3), and potentially homes higher on High Desert Rd, are also likely to use Rana Rd once a connection is established.



Figure 3. High Desert Rd and Lonetree units likely to use Rana Rd to access Broadway

Therefore, the proposed Camelback Gardens development would result in a minimum of 126 units newly accessing Rana Rd. The impact of this on traffic is shown in Table 1.

Table 1. Current and Potential Future Housing Units Accessing Each Intersection on Rana Rd

Intersection	Number of Existing Units Accessing Each Intersection	Number of Units Accessing Each Intersection With Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units,	Percent (%) of Increased Access at Each Intersection with Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units
Rana Rd & Ridge Circle Dr	155	281	81%
Rana Rd & Prospector Pt	147	273	86%
Rana Rd & Rana Ct	77	203	164%
Rana Rd & Saddle Ct	59	185	214%
Rana Rd & Rockwood Ln	43	169	293%
Rana Rd & Butte Ct	19	145	663%

Traffic at each intersection along Rana Rd might increase by 81 to 663 percent, hardly a small impact. Rana Rd would change from a quiet residential street to one of the busiest roads in The Ridges, adversely affecting property values and the quality of the neighborhood in Cobblestone Ridges.

3. Safety

Rana Rd is currently a quiet residential street with little traffic. It is popular with pedestrians, both those simply walking through the neighborhood and those using it to acess the Open Space that adjoins the proposed Camelback Gardens development. Because Rana Rd has no sidewalks over most of its length, pedestrians are typically walking in the street. These pedestrians would be put at increased risk by the substantially increased traffic that would result from the Camelback Gardens development as proposed.

These pedestrians include school-age children walking to the school bus stop at the intersection of Rana Rd and Ridge Circle Dr. While waiting for the bus, these children stand on the street at that intersection. If cars from 136 additional households are funneling through that intersection around the same time, these children will be placed at risk.

Additional risks are associated with greatly increased traffic making left turns at the intersections of Rana Rd and Ridge Circle Dr, Ridge Circle Dr and Ridges Blvd, and Ridges Blvd and Broadway (both entering and leaving The Ridges).

4. Drainage

This past summer, a major rainstorm (City workers estimated at 4" in one hour) hit the Cobblestone Ridges area. During this rainstorm, the stormwater drain on Rana Rd could not keep up with the runoff and resulted in water filling Rana Rd like a river, and eventually leaving massive mud deposits at the mouth of the storm drain that empties into the holding pond north of Rana Rd in the open area. The City did not have manpower or time to clean up this mud, so homeowners utilized shovels and wheelbarrows to haul the mud back up to the west end of Rana Rd where the Camelback Gardens development is proposed. This same type of challenge with mud and lack of drainage has occurred three times in the last two years.

The ODP does not address drainage in an adequate manner, but briefly mentions soil tests. With the additional area of asphalt connecting to the west end of Rana Rd along with a significant slope that will come off development, drainage issues will be greatly impacted unless additional drainage channels are created. Developed areas, particularly asphalt, concentrate and transport water much faster in a rainstorm than open ground. This can lead to water reaching drainage points faster, which can overwhelm local infrastructure and increase the risk of local or flash flooding.

5. Irrigation

Within the Camelback Gardens ODP, it is mentioned on page 12 with respect to irrigation that the City completed a recent upgrade to the system. The City did complete an upgrade within the Prospector Point area, but no improvements were made in the Cobblestone Ridges area adjacent to Camelback Gardens. Over the past several years, the City continues to clear shells out of the system that create partial and total blockage for homeowners within Cobblestone Ridges, especially on Rana Rd.

With the development of Camelback Gardens, an extension to the irrigation line on Rana Rd will require the City to mitigate the existing shell issues, along with other challenges the irrigation maintenance staff could expand upon. It will be expensive and very labor-intensive.

Summary and Recommendations

The Camelback Gardens development as currently proposed will have major adverse impacts on Cobblestone Ridges and other current residents who use Rana Rd. The housing density proposed for Camelback Gardens is several times higher than in Cobblestone Ridges and the current High Desert Rd. The proposed interconnection between Rana Rd and High Desert Rd will convert Rana Rd from the current quiet, effectively dead-end status it has enjoyed for the past 25+ years into a major transportation route. This will radically degrade the quality of the Cobblestone Ridges neighborhood and result in a major increase in traffic that will be hazardous to the pedestrians and school children who currently walk on Rana Rd. The development has the potential to exacerbate drainage problems already existing on Rana Rd, and may necessitate renovation of the irrigation system.

To prevent the worst of these impacts from happening and preserve the quality of the neighborhood insofar as possible, the Cobblestone Ridges HOA makes the following recommendations:

1. We recommend that the Camelback Gardens development be given an RL-4 zoning designation with no deviations, allowing the developer to develop his property in a reasonable manner consistent with the adjacent neighborhoods.

2. With respect to both traffic and safety, we recommend that instead of High Desert Rd being extended to connect to Rana Rd, High Desert Rd should be extended only into a cul de sac in the developer's lot 1, while Rana Rd is extended into a cul de sac in lot 2. This will limit the increase in traffic on Rana Rd to just the new units constructed in lot 2, reducing the danger to pedestrians on Rana Rd and to school children waiting for the school bus at Rana Rd and Ridge Circle Dr. It would also greatly reduce the number of left turns from Rana Rd onto Ridge Circle Dr and from Ridge Circle Dr onto Ridges Blvd.

3. We further recommend that the effects of the Camelback Gardens development (in whatever form) on drainage of storm water be more critically assessed to ensure that Rana Rd is not flooded whenever it rains.

4. Finally, we recommend that the expansion of the current irrigation system serving Rana Rd to serve the new Camelback Gardens be better evaluated so that the City is aware of the cost and effort that will be required.

Respectfully submitted,

Cobblestone Ridges Homeowners Association
Board of Directors

Frank Margos, President

Rick Beauhelm, Vice President

Marnie Margos, Secretary/Treasurer

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: Planned Development - ODP

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

Existing Land Use Designation: Residential
Existing Zoning: PD
Proposed Land Use Designation: Residential
Proposed Zoning: ODP/PD

Property Information

Site Location: 381 High Desert Road
Site Acreage: 2.95
Site Tax No(s): 2945-174-53-001
Site Zoning: PD
Project Description: Outline development plan for up to 90 town home units on Lots 1 & 2

Property Owner Information

Name: Upland Homes, Inc.
Street Address: 35168 Hillhouse Ln
City/State/Zip: Windsor, CO. 80550
Business Phone #: 970-396-0986
E-Mail: scott@uplandhomesco.com
Fax #:
Contact Person: Scott Preisendorf
Contact Phone #: 970-396-0986

Applicant Information

Name: Upland Homes, Inc.
Street Address: 35168 Hillhouse Ln
City/State/Zip: Windsor, CO. 80550
Business Phone #: 970-396-0986
E-Mail: scott@uplandhomesco.com
Fax #:
Contact Person: Scott Preisendorf
Contact Phone #: 970-396-0986

Representative Information

Name: Colorado Land Advisor
Street Address: 300 Main St. Suite 302
City/State/Zip: Grand Jct/CO/81501
Business Phone #: 970-812-3288
E-Mail: landadvisor@coloradolandadv
Fax #:
Contact Person: Jeffery Fleming
Contact Phone #: 970-812-3288

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

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

Signature of Person Completing the Application: [signature] for Colorado Land Advisor Date: 1-9-23

Signature of Legal Property Owner: [signature] Date: 1-10-23

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: Planned Development - ODP

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

Existing Land Use Designation: Residential

Existing Zoning: PD

Proposed Land Use Designation: Residential

Proposed Zoning: ODP/PD

Property Information

Site Location: 381High Desert Road

Site Acreage: 7.40

Site Tax No(s): 2945-174-53-001

Site Zoning: PD

Project Description: Outline development plan for up to 90 town home units

Property Owner Information

Name: Robert M. Stubbs

Street Address: 205 Little Park Road

City/State/Zip: Grand Jct/CO/81507

Business Phone #: 970-257-0532

E-Mail: rmstubbs@icloud.com

Fax #:

Contact Person: Robert M. Stubbs

Contact Phone #: 970-257-0532

Applicant Information

Name: Robert M. Stubbs

Street Address: 205 Little Park Road

City/State/Zip: Grand Jct/CO/81507

Business Phone #: 970-257-0532

E-Mail: rmstubbs@icloud.com

Fax #:

Contact Person: Robert M. Stubbs

Contact Phone #: 970-257-0532

Representative Information

Name: Colorado Land Advisor

Street Address: 300 Main St. Suite 302

City/State/Zip: Grand Jct/CO/81501

Business Phone #: 970-812-3288

E-Mail: landadvisor@coloradolandadv

Fax #:

Contact Person: Jeffery Fleming

Contact Phone #: 970-812-3288

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: - CLA

Date: 12-8-22

Signature of Legal Property Owner:

Date: 12/8/22

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Upland Homes, Inc. ("Entity") is the owner of the following property:

(b) Lot 1 of Camelback Gardens Subdivision

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) Owner / President 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) Outline Development Plan

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

(e) None

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

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

Signature of Entity representative: [signature]

Printed name of person signing: Scott Preisendorf

State of Colorado)

County of Weld) ss.

CHRISTINA MARIE HARRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154036583
MY COMMISSION EXPIRES SEPTEMBER 17, 2023

Subscribed and sworn to before me on this 16 day of February, 2023

by Scott Preisendorf

Witness my hand and seal.

My Notary Commission expires on 9/17/23

[signature]
Notary Public Signature

RECEPTION#: 3052342, at 12/23/2022 9:52:58 AM, 1 of 1
Recording: $13.00, Doc Fee $82.50 Tina Peters, Mesa County, CO. CLERK AND RECORDER

Land Title

State Documentary Fee
Date: December 22, 2022
$82.50

Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **ROBERT M. STUBBS**, whose street address is **205 LITTLE PARK RD, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado** , for the consideration of (**$825,000.00**) ***Eight Hundred Twenty Five Thousand and 00/100*** dollars, in hand paid, hereby sell(s) and convey(s) to **UPLAND HOMES, INC., A COLORADO CORPORATION**, whose street address is **35168 HILLHOUSE LANE, Windsor, CO 80550**, City or Town of **Windsor**, County of **Weld** and State of **Colorado**, the following real property in the County of **Mesa** and State of Colorado, to wit:

LOT 1 OF CAMELBACK GARDENS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **December 22, 2022**.

ROBERT M. STUBBS

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

The foregoing instrument was acknowledged before me on this day of **December 22nd, 2022** by **ROBERT M. STUBBS**

Witness my hand and official seal

My Commission expires: 2/5/26

Notary Public

JENNIFER BROWNELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19984002418
My Commission Expires February 5, 2026

County of Mesa

When recorded return to: **UPLAND HOMES, INC., A COLORADO CORPORATION**
35168 HILLHOUSE LANE, Windsor, CO 80550

Form 1090 closing/deeds/statutory/swd_statutory.html 65053354
(100315543)

WARRANTY DEED

ROBERT M. STUBS, an individual whose legal address is 205 Little Park Road, Grand Junction, CO 81507, as **Grantor,**

hereby grants, sells and conveys for Ten Dollars and no cents ($10.00) and other Consideration to:

Camelback Gardens Homeowners Association Inc, a Colorado nonprofit corporation, whose legal address is 300 Main St Ste 302, Grand Junction, CO. 81501 as **Grantee,**

the real property which lies within the city of Grand Junction, county of Mesa, state of Colorado legally described as:

Tract A, Tract B, Tract C, Tract D, Tract E, Tract F, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P, Tract Q, Tract R, Tract S, Tract T, Tract U, Tract V, Tract W, Tract X, Tract W, Tract Z, Tract AA, Tract BB, Tract CC, Tract DD, Tract EE, Tract FF, Tract GG, Tract HH, Tract II, Tract JJ, Tract KK, Tract LL, Tract MM, Tract NN, and Tract OO Camelback Gardens along with all Drainage Easements shown on the Plat

with all its appurtenances and warrants the title to the same, subject to general taxes for the year 2023.

Dated this _____Day of _____, 2023.

_____
Robert M. Stubbs – Owner

State of COLORADO)
) ss.
County of MESA)

Subscribed and sworn before me this _____day of _____ 2023, by Robert M. Stubbs.

Witness my hand and official seal.

My commission expires

_____
Notary Public

When recorded return to:
Colorado Land Advisor, Ltd.
300 Main Street Suite 302
G.J., CO. 81501
ColoradoLandAdvisor.com

Sheila Reiner, Mesa County Treasurer
544 Rood Ave - Grand Junction CO 81501
Dept. 5027 - PO Box 20,000 - Grand Junction CO 81502-5001
Phone Number: (970) 244-1824

Account Number R103157 | Parcel 294520253001

Acres 0.000

Assessed To | UPLAND HOMES INC
35168 HILLHOUSE LN
WINDSOR, CO 80550

Legal Description

LOT 1 CAMELBACK GARDENS SUBDIVISION PER PLAT RN 2978317 RECD 04/27/2021 MESA CO RECDS SEC'S 17 & 20 1S 1W - 2.95AC

Situs Address

381 HIGH DESERT RD

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2022	$3,965.64	$0.00	$0.00	$0.00	$0.00	$3,965.64
Total Tax Charge						$3,965.64
Grand Total Due as of 02/08/2023						**$3,965.64**

Tax Billed at 2022 Rates for Tax Area 14100 - 14100

Authority	Mill Levy	Amount
COLORADO RIVER WATER CONSER	0.5010000	$28.33
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	$7.75
CITY OF GRAND JUNCTION	8.0000000	$452.40
GRAND RIVER MOSQUITO CTRL	1.3210000	$74.70
LIBRARY DISTRICT	3.0140000	$170.44
COUNTY - DEVELOP DISABLED	0.2570000	$14.53
COUNTY GENERAL FUND	9.9960000	$565.28
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	$7.75
SOCIAL SERVICES	1.6860000	$95.34
SCHOOL DIST# 51 GENERAL	26.4220000*	$1,494.17
SCHOOL DIST# 51 BOND	11.0280000	$623.64
SCHOOL DIST# 51 OVERRIDE 96	2.6310000	$148.78
SCHOOL DIST# 51 2004 OVERID	1.9030000	$107.62
SCHOOL DIST# 51 2017 OVERRI	3.0930000	$174.91
Taxes Billed 2022	70.1260000	$3,965.64

* Credit Levy

Values	Actual	Assessed
RESIDENTIAL VACANT LOTS	$195,000	$56,550
Total	$195,000	$56,550

Sheila Reiner, Mesa County Treasurer
544 Rood Ave - Grand Junction CO 81501
Dept. 5027 - PO Box 20,000 - Grand Junction CO 81502-5001
Phone Number: (970) 244-1824

Account Number R103156 | Parcel 294517453002

Acres 0.000

Assessed To | STUBBS ROBERT M
205 LITTLE PARK RD
GRAND JUNCTION, CO 81507-1725

Legal Description

LOT 2 CAMELBACK GARDENS SUBDIVISION PER PLAT RN 2978317 RECD 04/27/2021 MESA CO RECDS SEC'S 17 & 20 1S 1W - 7.40AC

Situs Address

409 HIGH DESERT RD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	$6,609.36	$0.00	$0.00	$0.00	$6,609.36
Total Tax Charge					$6,609.36
Grand Total Due as of 02/08/2023					**$6,609.36**

Tax Billed at 2022 Rates for Tax Area 14100 - 14100

Authority	Mill Levy	Amount
COLORADO RIVER WATER CONSER	0.5010000	$47.22
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	$12.91
CITY OF GRAND JUNCTION	8.0000000	$754.00
GRAND RIVER MOSQUITO CTRL	1.3210000	$124.50
LIBRARY DISTRICT	3.0140000	$284.07
COUNTY - DEVELOP DISABLED	0.2570000	$24.22
COUNTY GENERAL FUND	9.9960000	$942.12
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	$12.91
SOCIAL SERVICES	1.6860000	$158.91
SCHOOL DIST# 51 GENERAL	26.4220000*	$2,490.27
SCHOOL DIST# 51 BOND	11.0280000	$1,039.39
SCHOOL DIST# 51 OVERRIDE 96	2.6310000	$247.97
SCHOOL DIST# 51 2004 OVERID	1.9030000	$179.36
SCHOOL DIST# 51 2017 OVERRI	3.0930000	$291.51
Taxes Billed 2022	70.1260000	$6,609.36

* Credit Levy

Values	Actual	Assessed
RESIDENTIAL VACANT LOTS	$325,000	$94,250
Total	$325,000	$94,250

City of Grand Junction
Fire Department New Development Fire Flow

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.[1] Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City or County Planning Department.[2]

SECTION A

Date: 1/23/2023

Project Name: Camelback Gardens

Project Street Address: 2349 Rana Road

Assessor's Tax Parcel Number: 2945-202-44-001

Project Owner Name: Robert M. Stubbs

City or County project file #:

1. If the project includes one or more one or two-family dwelling(s):
   a. The maximum fire area [1] for each one or two family dwelling will be 2000 square feet.
   b. All dwelling units will ☐ will not ☒ include an approved automatic sprinkler system.
   Comments:
   These will be single family attached townhomes
2. If the project includes a building other than one and two-family dwelling(s):
   a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements:
   N/A
   b. List each building that will be provided with an approved fire sprinkler system:
   N/A
3. List the minimum fire flow required for this project (based on Appendix B and C):
   There will be up to 90 single family townhomes with between 1650 sf and 2000 sf 1000 GPM
   Comments:

Note: Fire Flow Rule: The City's Fire Code[3] sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m. at 20 p.s.i. residual pressure must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Note for the Applicant/Project engineer: Refer to Appendix B and C, IFC 2012, to determine the minimum fire flow required for this project, based on the Water Purveyor's information (*i.e.*, location, looping and size of water lines; water pressure at the site, *etc.*) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

[End of Section A. Section B continues on the reverse side of this page]

[1] Fire flow calculation area, 2012 IFC, B104.1 p 445.

City of Grand Junction
Fire Flow Form

SECTION B
[To be completed by the Water Supplier]

1. Circle the name of the water supplier: (Ute) Clifton Grand Junction

2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:

   SEE ATTACHED MAP

3. List the g.p.m. at 20 p.s.i. residual pressure at the point that the development/project will be connected to the existing water system:

   1716 G.P.M. @ 20 P.S.I. ON RANA RD. 3029 G.P.M. @ 20 P.S.I. ON LONETREE(REDLANDS MESA)

4. Attach fire flow test data for the fire hydrants nearest to the development/project that must be used to determine available fire flow: SEE ATTACHED RESULTS
   [Or: **1.)** attach a map or diagram with the same information, or **2.)** attach a map/diagram with flow modeling information.]

5. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum g.p.m. @ 20 p.s.i. residual pressure, please list what the applicant/developer must do or obtain: _____

Print Name and Title of Water Supplier Employee completing this Form:

DUSTY KRIEGSHAUSER MAINTENANCE II/HYDRANT MAINTENANCE Date: 1/24/2023

****

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer[4] to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If so, the engineer's signature below means that the City's Fire Flow requirements will be met by this development, if constructed as approved.

Print Name and License No. of P.E.: _____

Signature of P.E.: _____

Dated: _____

---

[1] There are three drinking water suppliers: Ute Water, Clifton Water and City water.
[2] Address: City – 333 West Ave, Bldg A, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502
[3] International Fire Code, 2012 Edition
[4] City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

Fire Flow Hydrant Master
With Graph

Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Work Order: 1,351
Operator: DUSTY K/DON T/JOSEPH L

Test Date: 1/24/23 3:30 pm

NFPA Classification:

Blue	AA
3029.18	

Test Hydrant: 4861
Address: 2306 LONETREE
Cross Street:
Location:
District:
Sub-Division:

Latitude:
Longitude:
Elevation:
State X / Y: /

Pumpers: **Nozzles:** **Open Dir:**

Manuf: Mueller
Model: Centurion 5 1/4

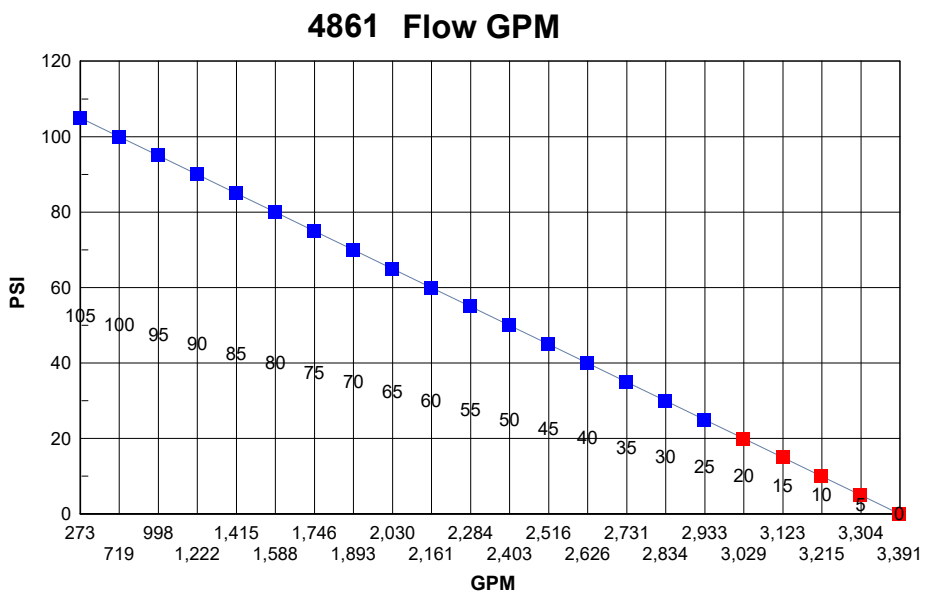
Installed: 01/01/2020
Main Size:

Vandal Proof:
Bury Depth:

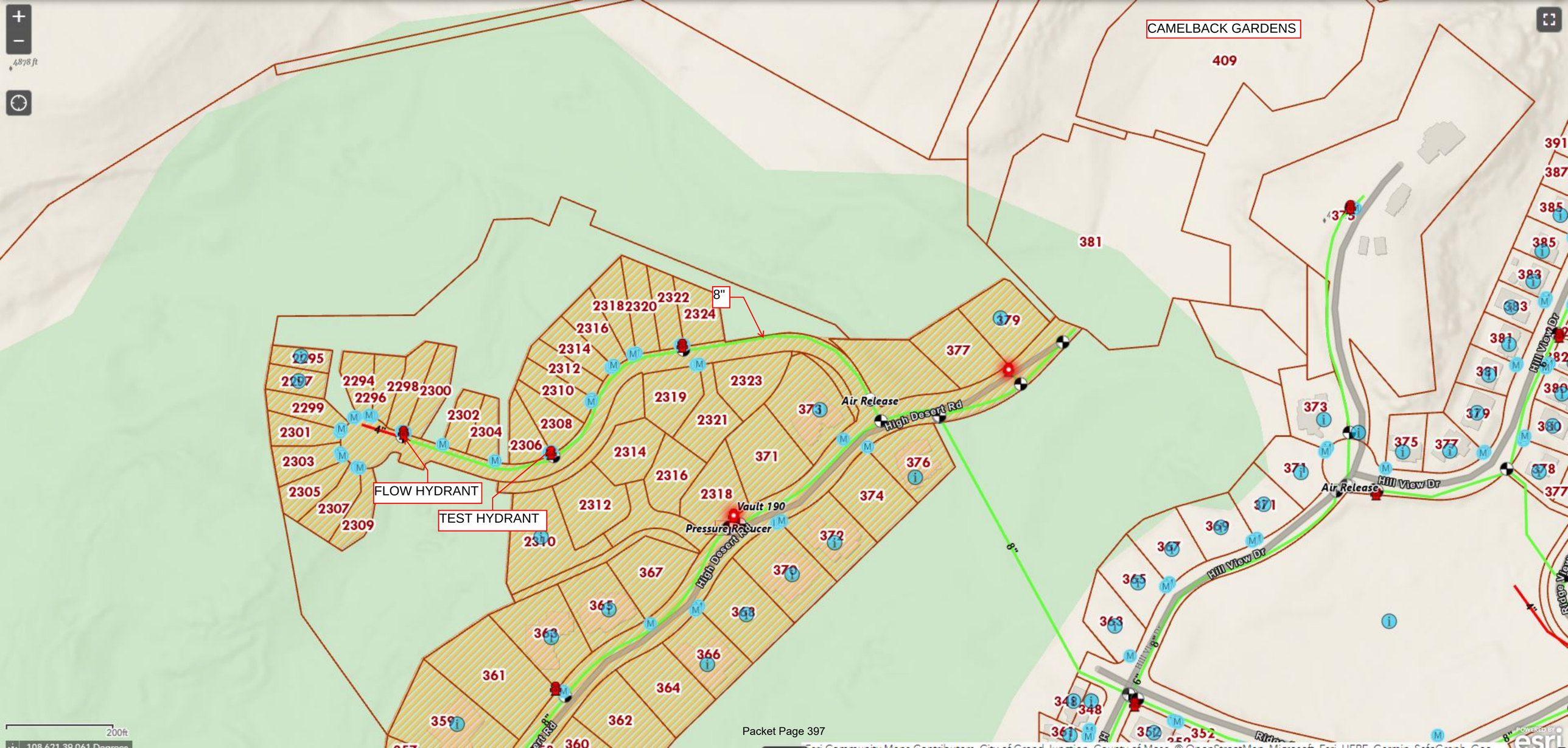
	Flow Hydrant	Flow Device	Diameter	GPM	Gallon Used
1:	4862	2.5" Hose Monster	2.50	923.84	4619.22
2:	4862	2.5" Hose Monster	2.50	968.94	4844.68
3:					
4:					
5:					

Pitot / Nozzle PSI: 30.00/33
Static PSI: 106.00
Residual PSI: 70.00
Percent Drop: 33.96

Total Gallons Used: 9463.90
Max GPM during test: 1,892.78
Elapsed Time Min:Sec: 5 : 0
Predicted GPM @ 20 PSI: 3029.18



GPM rounded to nearest gallon *Values inside grid below flow line are PSI @ predicted flow*


CAMELBACK GARDENS
409
381
8"
FLOW HYDRANT
TEST HYDRANT
Air Release
High Desert Rd
Vault 190
Pressure Reducer
Hill View Dr
Air Release
Hill View Dr
Hill View Dr
8"
6" - Hill View Dr
4"
200ft

Fire Flow Hydrant Master
With Graph

Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Work Order: 1,349
Operator: DUSTY K/DON T/JOSEPH L.

Test Date: 1/24/23 4:00 pm

NFPA Classification:

Blue	AA
1716.54	

Test did not reach recommended drop of 25% per NFPA 291

Test Hydrant: 1945
Address: 2356 RANA RD
Cross Street:
Location:
District:
Sub-Division: THE RIDGES SUB

Latitude: 706328.666
Longitude: 4326634.638
Elevation: 4736.53
State X / Y: _____ / _____

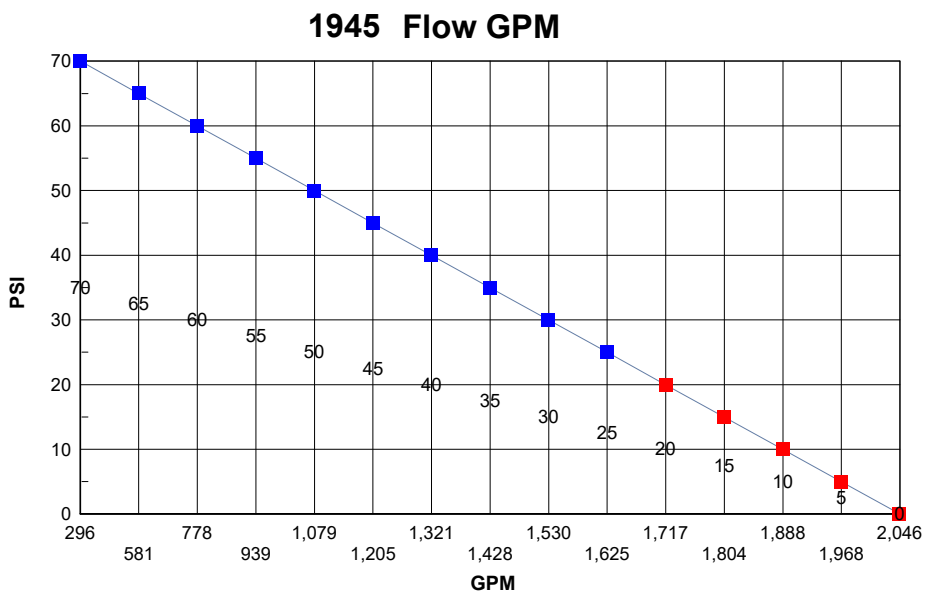
Pumpers: **Nozzles:** **Open Dir:**

Manuf: Clow
Model: 2500
Installed: 01/01/1987
Main Size: 0.00
Vandal Proof:
Bury Depth: 0.00

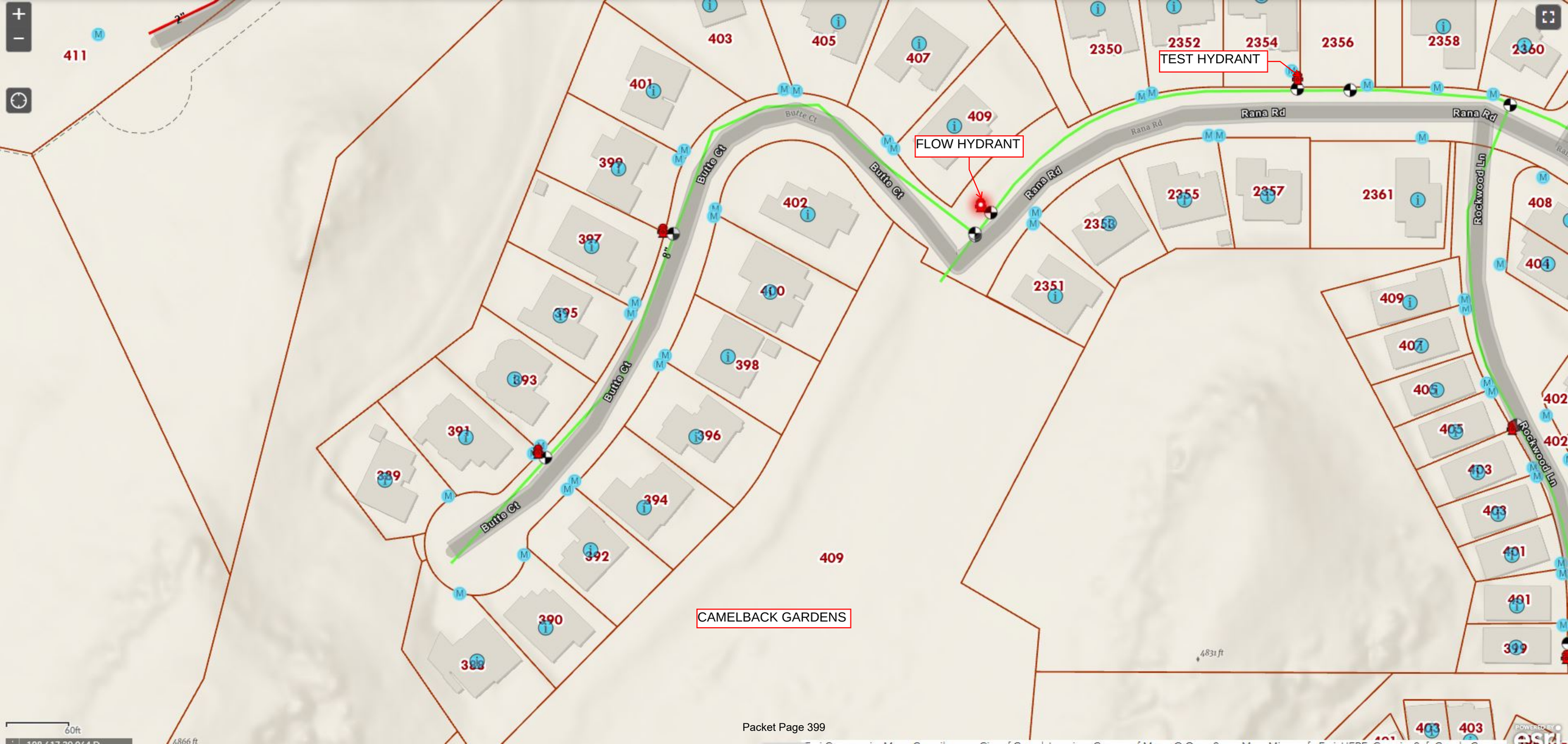
	Flow Hydrant	Flow Device	Diameter	GPM	Gallon Used
1:	1946	2.5" Hose Monster	2.50	908.32	4541.58
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 29.00
Static PSI: 72.00
Residual PSI: 56.00
Percent Drop: 22.22

Total Gallons Used: 4541.58
Max GPM during test: 908.32
Elapsed Time Min:Sec: 5 : 0
Predicted GPM @ 20 PSI: 1716.54



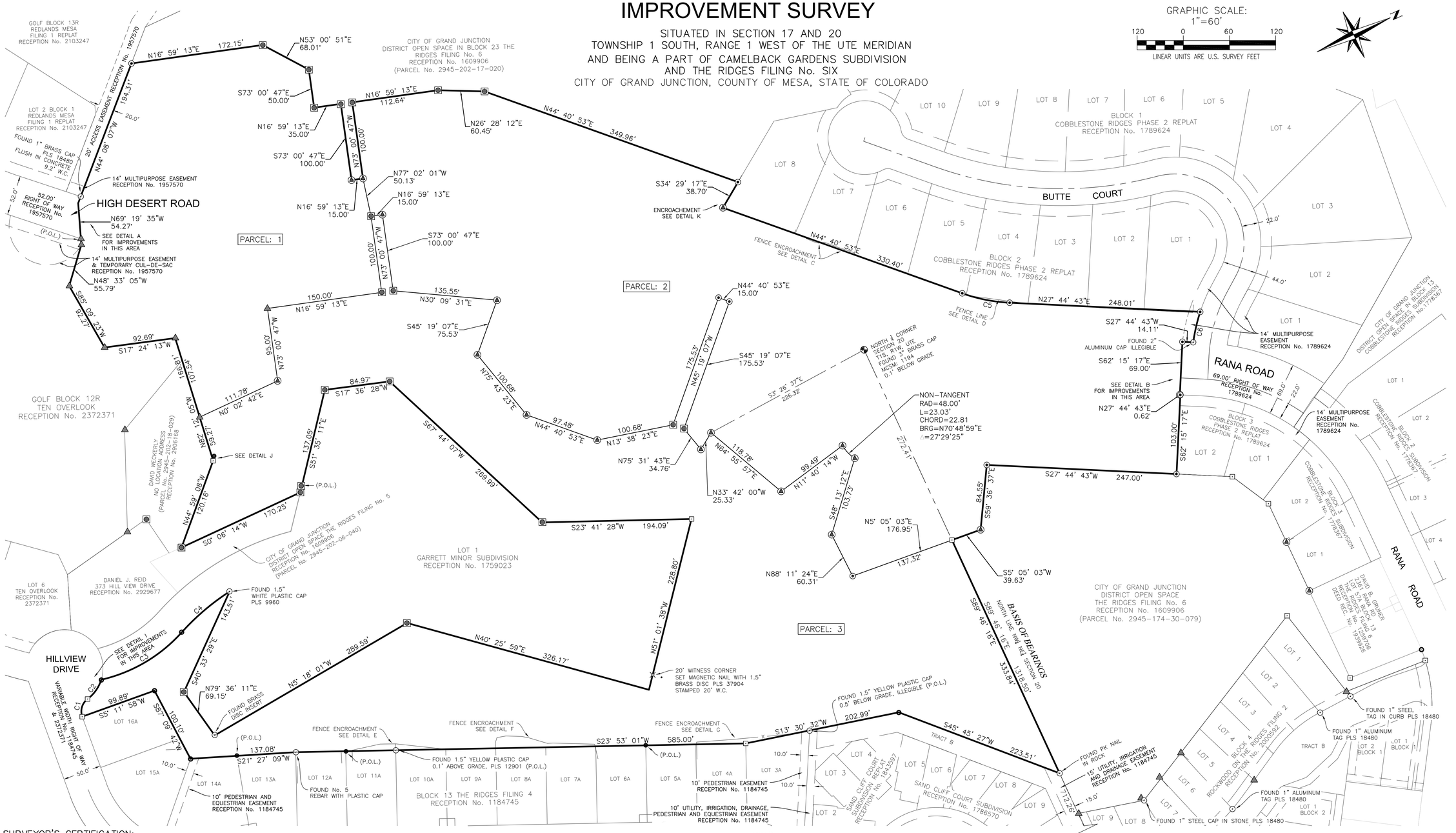
GPM rounded to nearest gallon *Values inside grid below flow line are PSI @ predicted flow*


TEST HYDRANT
FLOW HYDRANT
CAMELBACK GARDENS
Rana Rd
Butte Ct
Rockwood Ln
411
403
405
407
409
401
399
397
395
393
391
389
402
400
398
396
394
392
390
2350
2352
2354
2356
2358
2360
2355
2357
2361
2351
408
404
60ft

IMPROVEMENT SURVEY

SITUATED IN SECTION 17 AND 20
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
AND BEING A PART OF CAMELBACK GARDENS SUBDIVISION
AND THE RIDGES FILING No. SIX
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

GRAPHIC SCALE:
1"=60'
120 0 60 120
LINEAR UNITS ARE U.S. SURVEY FEET



SURVEYOR'S CERTIFICATION:

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

COLORADO REGISTERED LAND SURVEYOR PLS #37904

LEGAL DESCRIPTIONS:

Parcel 1:

Lot 1,
CAMELBACK GARDENS SUBDIVISION
County of Mesa, State of Colorado

Parcel 2:

Lot 2,
CAMELBACK GARDENS SUBDIVISION
County of Mesa, State of Colorado

Parcel 3:

District Open Space,
THE RIDGES FILING NO. SIX
County of Mesa, State of Colorado

LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND CORNER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 18480
- FOUND 2 INCH ALUMINUM CAP PLS 18478
- FOUND 2 INCH ALUMINUM CAP PLS 37049
- FOUND 1-1/2 INCH ALUMINUM CAP PLS 12770
- FOUND No. 5 REBAR WITH NO CAP
- FOUND No. 5 REBAR PLACED 2 INCH ALUMINUM CAP PLS 37904
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- EXISTING FENCE LINE

NOTES

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE USING A CURRENT TITLE POLICY BY ADVANCED TITLE COMPANY ORDER No. ATC-22-10425.

2. BEARINGS ARE BASED ON THE NORTH LINE OF NW¼ NE¼ SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED S89°46'16"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.

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

4. THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2916174 AND 1609906, OF THE MESA COUNTY RECORDS.

LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE

DATE _____

DEPOSIT No. _____

SHEET 1 OF 2

IMPROVEMENT SURVEY

ROBERT M. STUBBS & CITY OF GRAND JUNCTION

SITUATED IN SECTIONS 17 AND 20
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCITON, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2022-045 FIELD WORK: KM DRAWN BY: PC CHECKED BY: PC
DATE: 10/28/22 DRAWING NAME: 381 & 409 HIGH DESERT ROAD

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

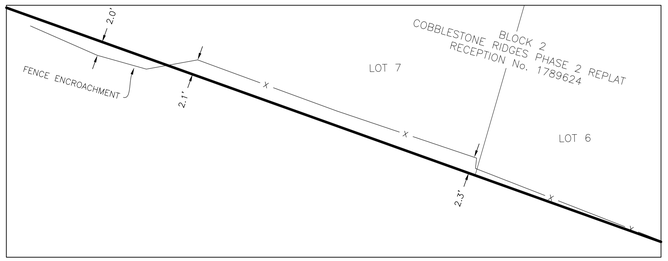
IMPROVEMENT SURVEY

SITUATED IN SECTION 17 AND 20
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
AND BEING A PART OF CAMELBACK GARDENS SUBDIVISION
AND THE RIDGES FILING No. SIX
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

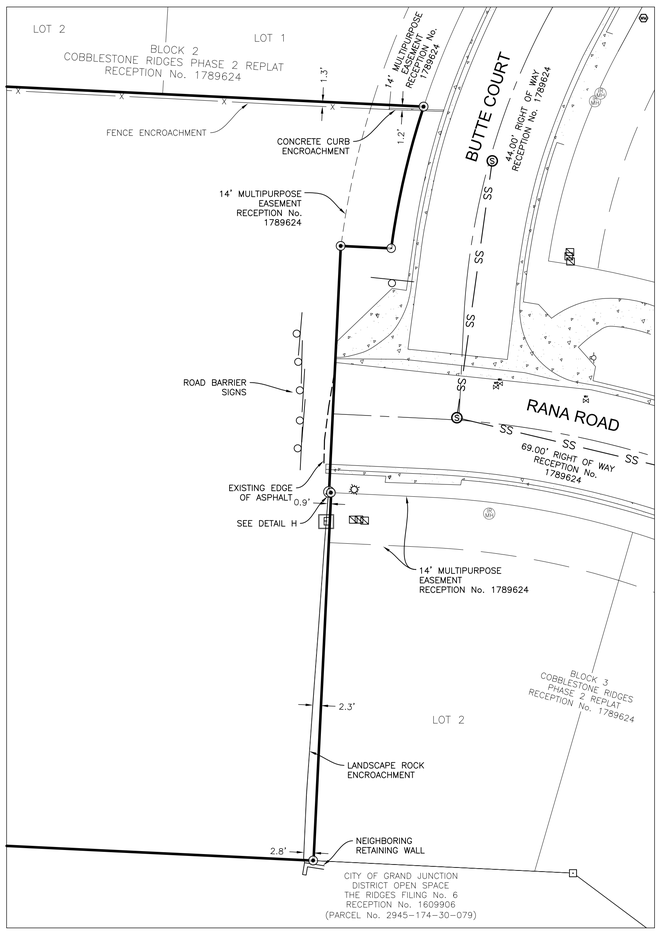
Curve Table					
Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	20.00'	25.62'	073° 23' 54"	23.90'	N48° 17' 39"W
C2	50.00'	31.34'	035° 54' 49"	30.83'	N29° 33' 07"W
** C3	200.00'	123.48'	035° 22' 25"	121.53'	N05° 31' 03"W
** C4	310.00'	81.82'	015° 07' 22"	81.58'	N15° 25' 27"W
C5	213.00'	62.96'	016° 56' 08"	62.73'	N36° 12' 10"E
C6	222.00'	40.70'	010° 30' 12"	40.64'	S52° 06' 33"E

** NON TANGENT CURVE

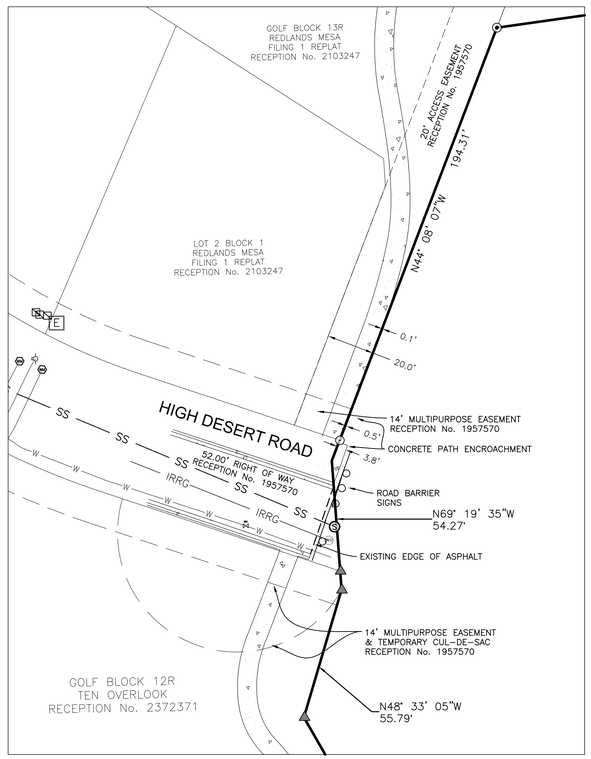
GRAPHIC SCALE VARIES AS SHOWN



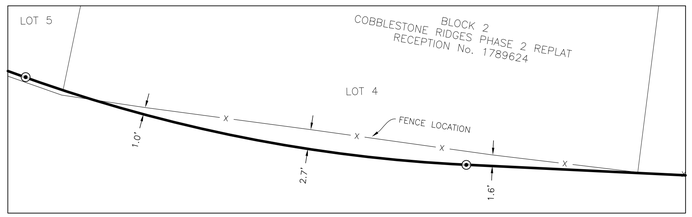
DETAIL C GRAPHIC SCALE 1"=10'



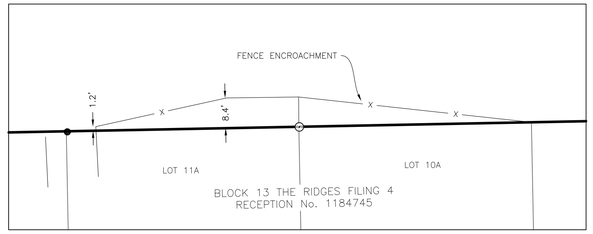
DETAIL B GRAPHIC SCALE 1"=20'



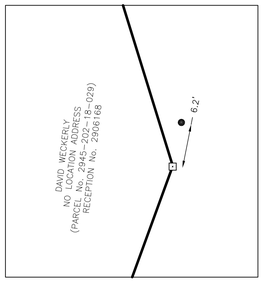
DETAIL A GRAPHIC SCALE 1"=30'



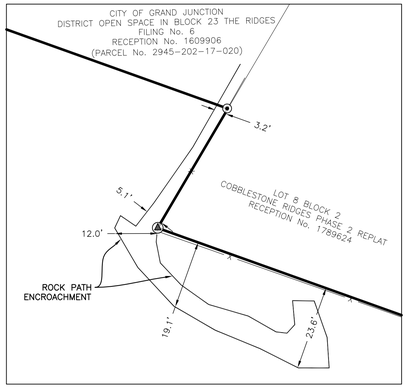
DETAIL D GRAPHIC SCALE 1"=10'



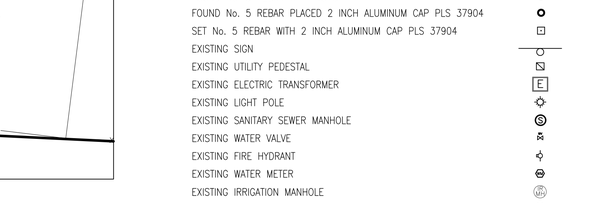
DETAIL E GRAPHIC SCALE 1"=20'



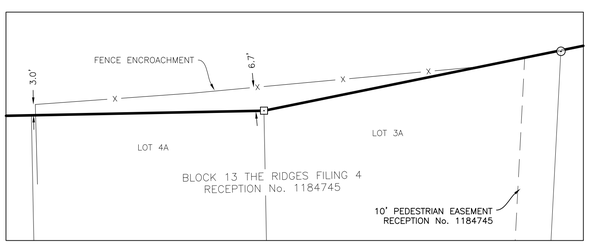
DETAIL J GRAPHIC SCALE 1"=10'



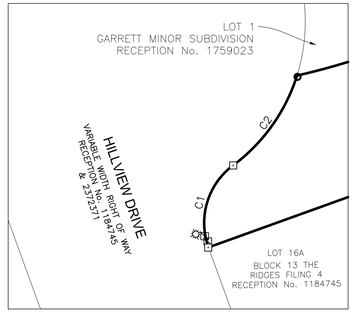
DETAIL K GRAPHIC SCALE 1"=20'



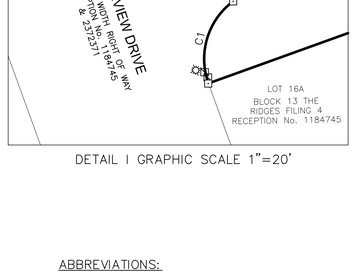
DETAIL F GRAPHIC SCALE 1"=20'



DETAIL G GRAPHIC SCALE 1"=20'



DETAIL I GRAPHIC SCALE 1"=20'



DETAIL H GRAPHIC SCALE 1"=1'

LEGEND:

FOUND SURVEY MARKER AS DESCRIBED	
FOUND CORNER AS DESCRIBED	
FOUND 2 INCH ALUMINUM CAP PLS 18480	
FOUND 2 INCH ALUMINUM CAP PLS 18478	
FOUND 2 INCH ALUMINUM CAP PLS 37049	
FOUND 1-1/2 INCH ALUMINUM CAP PLS 12770	
FOUND No. 5 REBAR WITH NO CAP	
FOUND No. 5 REBAR PLACED 2 INCH ALUMINUM CAP PLS 37904	
SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904	
EXISTING SIGN	
EXISTING UTILITY PEDESTAL	
EXISTING ELECTRIC TRANSFORMER	E
EXISTING LIGHT POLE	
EXISTING SANITARY SEWER MANHOLE	S
EXISTING WATER VALVE	
EXISTING FIRE HYDRANT	
EXISTING WATER METER	
EXISTING IRRIGATION MANHOLE	MTR
EXISTING IRRIGATION FEATURE	IRR
EXISTING UNDERGROUND WATER LINE	W W W
EXISTING UNDERGROUND IRRIGATION LINE	IRRG IRRG
EXISTING FENCE LINE	X
EXISTING SANITARY SEWER LINE	SS SS
EXISTING CONCRETE	

ABBREVIATIONS:

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

CURVE LABEL ABBREVIATIONS:

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

SHEET 2 OF 2

IMPROVEMENT SURVEY

ROBERT M. STUBBS & CITY OF GRAND JUNCTION

SITUATED IN SECTIONS 17 AND 20
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCITON, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2022-045 FIELD WORK: KM DRAWN BY: PC CHECKED BY: PC
DATE: 10/28/22 DRAWING NAME: 381 & 409 HIGH DESERT ROAD

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

LEGAL DESCRIPTION FOR CAMELBACK GARDENS

Lots 1 and 2

CAMELBACK GARDENS SUBDIVISION as recorded at Reception No. 2978317

County of Mesa, State of Colorado

AND INCLUDING

A tract of land situate in Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said tract of land being a part of The Ridges Filing No. 6 as shown at Reception No. 1259706 of the Mesa County Records, being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 20, from whence the East Sixteenth Corner on the North line of Section 20 bears S89°46'16”E a distance of 1318.50 feet for a Basis of Bearings, all bearings herein related thereto; thence S89°46'16”E along the North line of the Northwest Quarter of the Northeast Quarter of Section 20 a distance of 272.41 feet to a point on the Easterly line of Camelback Gardens Subdivision as recorded at Reception No. 2978317 and the Point of Beginning; thence continuing along said North line S89°46'16”E a distance of 333.84 feet to the Westerly line of Sand Cliff Court Subdivision as recorded at Reception No. 1786570; thence S45°45'27”W along said Westerly line a distance of 223.51 feet; thence continuing along said Westerly line, as well as the Westerly line of Block 13 of The Ridges Filing No. 4 as recorded at Reception No. 1184745, S13°30'32”W a distance of 202.99 feet; thence S23°53'01”W along the Westerly line of said Block 13 of The Ridges Filing No. 4 the following four (4) courses and distances;

1. S23°53'01”W a distance of 585.00 feet; 2. S21°27'09”W a distance of 137.08 feet; 3. S87°09'42”W a distance of 100.10 feet; 4. S5°11'58”W a distance of 99.89 feet to the Northerly line of the Right of Way for Hillview Drive as shown on the Plat of said The Ridges Filing No. 4, and the start of a curve to the right;

thence along said Right of Way and curve to the right an arc length of 25.62 feet with a radius of 20.00 feet and a central angle of 73°23'54” whose chord bears N48°17'39”W a distance of 23.90 feet to the start of a curve to the left; thence continuing along said Right of Way and curve to the left an arc length of 31.34 feet with a radius of 50.00 feet and a central angle of 35°54'49” whose chord bears N29°33'07”W a distance of 30.83 feet to the Southeast Corner of Lot 1 of Garrett Minor Subdivision as recorded at Reception No. 1759023; thence along said Garrett Minor Subdivision the following eleven (11) courses and distances

1. 123.48 feet along a non-tangent curve to the left with a radius of 200.00 feet and a central angle of 35°22'25” whose chord bears N5°31'03”W a distance of 121.53 feet to the start of a non-tangent curve to the right; 2. 81.82 feet along said non-tangent curve to the right with a radius of 310.00 feet and a central angle of 15°07'22” whose chord bears N15°25'27”W a distance of 81.58 feet; 3. S40°33'29”E a

distance of 143.51 feet; 4. N79°36'11”E a distance of 69.15 feet; 5. N5°18'01”W a distance of 289.59 feet; 6. N40°25'59”E a distance of 326.17 feet; 7. N51°01'38”W a distance of 228.80 feet; 8. S23°41'28”W a distance of 194.09 feet; 9. S67°44'07”W a distance of 269.99 feet; 10. S17°36'28”W a distance of 84.97 feet; 11. S51°35'11”E a distance of 137.05 feet to the District open space of the Ridges Filing No. 5 as described at Reception No. 1609906;

thence S0°06'14”W along said open space a distance of 170.25 feet to the Northerly line of the Parcel described at Reception No. 2906168; thence N44°59'08”W along said Northerly line a distance of 120.16 feet; thence continuing along said Northerly line N82°12'05”W a distance of 59.27 feet to the Easterly line of the aforementioned Camelback Gardens Subdivision; thence along said Easterly line the following twenty two (22) courses and distances;

1. N0°02'42”E a distance of 111.78 feet; 2. N73°00'47”W a distance of 95.00 feet; 3. N16°59'13”E a distance of 150.00 feet; 4. N73°00'47”W a distance of 100.00 feet; 5. N16°59'13”E a distance of 15.00 feet; 6. S73°00'47”E a distance of 100.00 feet; 7. N30°09'31”E a distance of 135.55 feet; 8. S45°19'07”E a distance of 75.53 feet; 9. N75°43'23”E a distance of 100.68 feet; 10. N44°40'53”E a distance of 97.48 feet; 11. N13°38'23”E a distance of 100.68 feet; 12. N45°19'07”W a distance of 175.53 feet; 13. N44°40'53”E a distance of 15.00 feet; 14. S45°19'07”E a distance of 175.53 feet; 15. N75°31'43”E a distance of 34.76 feet; 16. N33°42'00”W a distance of 25.33 feet; 17. N64°55'57”E a distance of 118.78 feet; 18. N11°40'14”W a distance of 99.49 feet to the start of a non-tangent curve to the left; 19. 23.03 feet along said non-tangent curve to the right with a radius of 48.00 feet and a central angle of 27°29'25” whose chord bears N70°48'59”E a distance of 22.81 feet; 20. S48°13'12”E a distance of 103.73 feet; 21. N88°11'24”E a distance of 60.31 feet; 22. N5°05'03”E a distance of 137.32 feet to the Point of Beginning.

County of Mesa, State of Colorado

Said Parcel contains 17.17 Acres

Neighborhood Meeting Notes for **Camelback Gardens**

A Neighborhood Meeting was held on March 28th, 2022 at 5:30 PM at 2351 Rana Road. Approximately 33 people were in attendance at the meeting. 18 people signed in on the sign-in sheet provided.

Mr. Fleming of Colorado Land Advisor talked small talk with people as they looked at the images for the project which were presented on a table. People started gathering and a few people asked how big the homes were going to be? Mr. Fleming advised that the homes would be 2 stories, some 3 stories.

One person asked what the meeting was for? Mr. Fleming replied it was to advise the neighborhood what the project would look like and to answer any questions that they may have about it.

Mr. Fleming started the meeting by introducing himself from Colorado Land Advisor and Dani Acosta from the City of Grand Junction. Dani advised her role in the process and let the crowd know how they could give feedback/voice concerns online. Asked people to sign in on the sign-in sheets.

Several people pointed to the map and wanted clarity on where we were currently standing and where the development was going to be in relation to the golf course and the open space and other homes that are already standing. They also questioned if they were townhouses. Mr. Fleming clarified that they are single-family attached homes and that they have the same footprint as the homes behind them. The question was also asked several times if the homes would have garages and Mr. Fleming advised that yes, the homes would have garages and driveways.

“What consideration was made for the rain runoff?” one man asked. Mr. Fleming explained that in the plan there are micro basins that are part of the solution and the other part is getting water to the big stormwater catch basin for the residential development and pointed this out on the map as well as pointing in the direction of where they would be. The same man asked what he thought would happen to the value of their homes when this new neighborhood went up? Mr. Fleming advised he is an urban planner, not an engineer, and what he studies is how communities are developed and built and what it means to those that move into new developments, and what happens to those who live around them. Anytime you have new developments the value of the homes around it will go up. He then asked if the HOA would limit how many cars people would have? Mr. Stubbs answered that the HOA would restrict vehicles and Mr. Fleming added that each unit would have 4 parking spaces dedicated.

Other questions that were asked and answered by Mr. Fleming….

How long is the build timeline? Mr. Fleming stated approximately 6 years.

Is this subdivision going to have its own HOA? Yes, it will have its own separate HOA.

How far will the homes be from the fence in our backyard? There is a fire code that states how close the homes can be to yours and we're probably looking at 10 feet from the property line. That is a standard setback for the Mesa County building code.

Do you have plans on whether you will be starting building at this end or the other end? It is not 100% guaranteed, once we know more of the utility demands that may give us more direction but most likely this end.

All the trails we have currently go around us and it looks like on this map you are going to put a trail through the middle of the development on their bicycles? Yes, we would make a more defined trail around the neighborhood and we're going to give them a good place to cross through when people are coming off the larger trails.

Where are you at in the process? Dani from the City of Grand Junction explained that this neighborhood meeting is required before the formal application can be made and then there will be a public hearing process. Additionally, she directed people to GJ Speaks to give their input.

What is the existing zoning? Dani answered PUD. What is the target density? Low density and the city will review all of that.

How many houses are there going to be? There are currently about 75 units on the map that we are proposing but our application will say up to 90 units. Can you speak to why you choose this density compared to what we have in our existing neighborhood scale? In our community, we have people who according to Grand Junction Economic Partnership, you can look up their data on their website and I encourage you to do that, in Grand Junction single-person households are about 29% of the houses only have one person living in them, about 37% have two people living in them. The population with 3 or 4 kids is only made up of about 7% or so in the valley.

The group started organically talking amongst themselves and dispersing.

The meeting wrapped up about 6:30.

SIGN-IN SHEET FOR

Camelback Gardens

NEIGHBORHOOD MEETING 3/28/22

Grand Junction, CO

NAME	ADDRESS	PHONE or EMAIL
Jeffery Fleming	300 Main Street Suite 302 GJ CO 81501	970-812-3288
Frank + Teri Nivotny	388 Butte Ct. GJ Co 81507	970-201-5188
Frank + Rosemarie Rinaldi	3718 Hill View Dr. Grand Junction	
Bill + Sandy Larsen	2352 Rana Rd. GJ Co	970-250-1858
Shirley Kalmbach	401½ Redwood	270-4342
George Krug	401 Butte Ct. Grand Junction	216-9006
Carolee Crawford	402 Butte Ct	417-773-3884
Dr. Dana Nkansa	409 Butte Ct.	970-640-9241

SIGN-IN SHEET FOR

Camelback Gardens

NEIGHBORHOOD MEETING 3/28/22

Grand Junction, CO

NAME	ADDRESS	PHONE or EMAIL
Jeffery Fleming	300 Main Street Suite 302 GJ CO 81501	970-812-3288
GARY BILLIET	397 BUTTE CT GJ 81507	970-509-0121
MARY JO BAILEY	394 BUTTE CT 81507	719-252-3512
Cathlin Craver	395 Butte 81507	716-207-8761
Deba Nkana	409 Butte ct. 81507	970-640924?
Dana Nkana	409 Butte ct 81507	
Zak Nkana	409 Butte ct 81507	
KURT NELSON	422 SADDLE CT	970-242-1998
GEORGE FENK	237 RAND RD	934-815-6282
Marci Law	1931 Pleasant Run Dr	

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Robert M. Stubbs , am the owner of the following real property:

(b) LOT 2 CAMELBACK GARDENS SUBDIVISION PER PLAT
RN 2978317 RECD 04/27/2021 MESA CO RECDS SEC'S 17 & 20 1S 1W - 7.40AC

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

(•) I am the sole owner of the property.

( ) I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Outline Development Plan pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: _____

Printed name of owner: Robert M. Stubbs

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 6th day of September, 2022

by Robert M. Stubbs

Witness my hand and seal.

My Notary Commission expires on March 11, 2026

MARCI LAW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20224010016
My Commission Expires March 11, 2026

_____
Notary Public Signature

Land Title Guarantee Company
Customer Distribution

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **GJR65053354-2** Date: **12/19/2022**

Property Address: **VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance	Closers Assistant	For Title Assistance
Juli McNeill	Rebecka Temmer	Land Title Mesa County Title Team
2454 PATTERSON RD #100	2454 PATTERSON RD #100	2454 PATTERSON RD #100
GRAND JUNCTION, CO 81505	GRAND JUNCTION, CO 81505	GRAND JUNCTION, CO 81505
(970) 248-3881 (Work)	(970) 248-3884 (Work)	(970) 245-0550 (Work)
(800) 320-4211 (Work Fax)	(800) 322-4072 (Work Fax)	(970) 245-0089 (Work Fax)
jmcneill@ltgc.com	btemmer@ltgc.com	gjresponse@ltgc.com
Contact License: CO337875	Contact License: CO472208	
Company License: CO44565	Company License: CO44565	

Buyer/Borrower
UPLAND HOMES INC
Attention: SCOTT J PREISENDORF
Delivered via: Delivered by Realtor

Agent for Buyer
MAVERICK REALTY
Attention: BRANDY CHAFFIN
1114 N 1ST STREET
SUITE 103-118
GRAND JUNCTION, CO 81501
(970) 216-7606 (Work)
realtorbrandyc@gmail.com
joee@j5etc.com
Delivered via: Electronic Mail

Seller/Owner
ROBERT M STUBBS
Delivered via: Delivered by Realtor

Agent for Seller
RE/MAX 4000 INC
Attention: JAN MILLER
120 W PARK DRIVE #200
GRAND JUNCTION, CO 81505
(970) 241-4000 (Work)
(970) 241-4015 (Work Fax)
jankimbroughmiller@gmail.com
kim@thekimbroughteam.com
Delivered via: Electronic Mail

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **GJR65053354-2** Date: **12/19/2022**

Property Address: **VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507**

Parties: **UPLAND HOMES, INC., A COLORADO CORPORATION**

ROBERT M. STUBBS

Visit Land Title's Website at **www.ltgc.com** for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 07-30-21 Builder/Developer Rate	$1,097.00
Tax Certificate	$27.00
	Total $1,124.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Mesa county recorded 03/06/2020 under reception no. 2916174

Mesa county recorded 07/02/2015 under reception no. 2729182 at book 5744 page 304

Mesa county recorded 11/19/1996 under reception no. 1778382 at book 2280 page 601

Mesa county recorded 11/19/1996 under reception no. 1778381 at book 2280 page 600

Plat Map(s):

Mesa county recorded 04/27/2021 under reception no. 2978317

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: GJR65053354-2

Property Address:

VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507

1. **Commitment Date:**

   12/06/2022 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 07-30-21 Builder/Developer Rate $825,000.00
   Proposed Insured:
   UPLAND HOMES, INC., A COLORADO CORPORATION

3. **The estate or interest in the Land at the Commitment Date is:**

   A FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   ROBERT M. STUBBS

5. **The Land is described as follows:**

   LOT 1 OF CAMELBACK GARDENS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: GJR65053354-2

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. SPECIAL WARRANTY DEED FROM ROBERT M. STUBBS TO UPLAND HOMES, INC., A COLORADO CORPORATION CONVEYING SUBJECT PROPERTY.

   NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: GJR65053354-2

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED SEPTEMBER 29, 1910 IN BOOK 163 AT PAGE 32 UNDER RECEPTION NO. 94240 (AFFECTS E½ SW¼ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN), JANUARY 24, 1913 IN BOOK 163 AT PAGE 298 UNDER RECEPTION NO. 111473 (AFFECTS N½ NW¼ OF SECTION 20 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN), JULY 07, 1913 IN BOOK 163 AT PAGE 343 UNDER RECEPTION NO. 114720 (AFFECTS W½ NE¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN) AND JANUARY 11, 1909 IN BOOK 70 AT PAGE 487 UNDER RECEPTION NO. 80494 (AFFECTS S½ SE¼ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN.
9. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED JANUARY 24, 1913 IN BOOK 163 AT PAGE 298 UNDER RECEPTION NO. 111473 (AFFECTS N½ NW¼ OF SECTION 20 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN), JULY 07, 1913 IN BOOK 163 AT PAGE 343 UNDER RECEPTION NO. 114720 (AFFECTS W½ NE¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN) AND DECEMBER 10, 1919 IN BOOK 230 AT PAGE 113 UNDER RECEPTION NO. 156352 (AFFECTS SE¼ NW¼ AND N½ SW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: GJR65053354-2

10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE RIDGES, FILING NO. SIX RECORDED JUNE 11, 1981 UNDER RECEPTION NO. 1259706.

11. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, BUT OMITTING THEREFROM ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED JUNE 11, 1981 IN BOOK 1318 AT PAGE 22 UNDER RECEPTION NO. 1259707, AND AMENDMENT RECORDED JULY 25, 1990 IN BOOK 1796 AT PAGE 564 UNDER RECEPTION NO. 1547336.

12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF LETTER, RECORDED FEBRUARY 17, 1982 IN BOOK 1357 AT PAGE 352 UNDER RECEPTION NO. 1283051.

13. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDINANCE NO. 2569, ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, RECORDED MAY 26, 1992 IN BOOK 1901 AT PAGE 753 UNDER RECEPTION NO. 1603319.

14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COBBLESTONE RIDGES RECORDED NOVEMBER 19, 1996 UNDER RECEPTION NO. 1778367.

15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COBBLESTONE RIDGES PHASE 2 RECORDED NOVEMBER 19, 1996 UNDER RECEPTION NO. 1778368.

16. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, BUT OMITTING THEREFROM ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 19, 1996 IN BOOK 2280 AT PAGE 500 UNDER RECEPTION NO. 1778369.

17. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE DEVELOPMENT IMPROVEMENTS AGREEMENT, RECORDED NOVEMBER 19, 1996 IN BOOK 2280 AT PAGE 543 UNDER RECEPTION NO. 1778371.

18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COBBLESTONE RIDGES PHASE 2 REPLAT RECORDED FEBRUARY 28, 1997 UNDER RECEPTION NO. 1789624.

19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CAMELBACK GARDENS SUBDIVISION RECORDED APRIL 27, 2021 UNDER RECEPTION NO. 2978317.

ALTA Commitment For Title Insurance
issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions ,Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, aavenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the TItle to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
iii. acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
(e) The Company is not liable for the content of the Transaction Identification Data, if any.
(f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proosed Insured.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
   (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**

   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**

   This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**

    ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**

    The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II —Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

660 Rood Avenue, Ste. A, Grand Junction, CO 81501
Phone: (970)255-7677 Fax: (970)808-2332

Visit us at www.advancedtitleco.com

Date: October 5, 2022
Order No.: ATC-22-10425
Seller: Robert M. Stubbs and The City of Grand Junction
Buyer: Purchaser To Be Determined
Property: 381 High Desert Road, Grand Junction, CO 81507
409 High Desert Road, Grand Junction, CO 81507
Vacant Land, Grand Junction, CO 81507

Please direct all Title inquiries to:

Sabrina Yanez
Sabrina@advancedtitleco.com
970-255-7677

SELLER(S):

Robert M. Stubbs and The City of Grand Junction
Delivery Method: Customer

BUYER(S):

Purchaser To Be Determined
Delivery Method: Customer

Customer:

Colorado Land Advisor
Jeffery Fleming
landadvisor@coloradolandadvisor.com
Delivery Method: Email

We Look Forward to Providing You Title and Closing Services

Wire Fraud Prevention Notice



Wire Fraud is on the rise. Before wiring funds to any party of your transaction, including Advanced Title Company, please call to verify any wiring instructions you may have received. Beware of any changes to the wiring instructions, no matter who you may believe has sent them or who may be requesting funds and verify any changes by using contact information received prior to the change request. Protect yourself from fraud. Always call to verify, change your passwords regularly, be suspicious of links or attachments in email correspondence, use encrypted communication methods where available and be alert for any changes in email contacts.

COMMITMENT FOR TITLE INSURANCE

Issued By

stewart title guaranty company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Stewart Title Guaranty Company*, a(n) Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Advanced Title Company

Sabrina Yanez

_____

Sabrina Yanez

stewart title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

stewart title guaranty company

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; [and]
   (f) Schedule B, Part II—Exceptions[; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I - Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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AMERICAN LAND TITLE ASSOCIATION

stewart title guaranty company

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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COMMITMENT FOR TITLE INSURANCE

Issued By

stewart title guaranty company

Commitment No.: ATC-22-10425

SCHEDULE A

1. Commitment Date: October 3, 2022 at 12:00 AM
2. Policy to be issued:

	Amount
a. ALTA Owner's Policy (06/17/06)	TBD
Proposed Insured: Purchaser To Be Determined	

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:

   Robert M. Stubbs, as to Parcels 1 and 2; and The City of Grand Junction, as to Parcel 3
5. The Land is described as follows:

   Purported Address: 381 High Desert Road, Grand Junction, CO 81507, 409 High Desert Road, Grand Junction, CO 81507 and Vacant Land, Grand Junction, CO 81507

   Parcel 1:

   Lot 1,
   CAMELBACK GARDENS SUBDIVISION
   County of Mesa, State of Colorado
   Click here for Assessor Parcel Information.

   For Identification Purposes Only: Parcel No(s).: 2945-202-53-001

   Parcel 2:

   Lot 2,
   CAMELBACK GARDENS SUBDIVISION
   County of Mesa, State of Colorado
   Click here for Assessor Parcel Information.

   For Identification Purposes Only: Parcel No(s).: 2945-174-53-002

Statement of Charges: These charges are due and payable before a Policy can be issued.

Residential TBD Commitment:	$300.00
Extra Parcel(s) Fee:	$200.00

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

stewart title guaranty company

Parcel 3:

District Open Space,
THE RIDGES FILING NO. SIX
County of Mesa, State of Colorado
Click here for Assessor Parcel Information.

For Identification Purposes Only: Parcel No(s).: 2945-202-06-041

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT FOR TITLE INSURANCE

Issued By

stewart title guaranty company

Commitment No.: ATC-22-10425

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Evidence satisfactory to the Company and its underwriter of payment of all outstanding taxes, charges and assessments as certified by the County Assessor. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent pursuant to Colorado Revised Statutes § 10-11-122 (1)(b) for any sale and for any loan pursuant to lender instructions. For Information Purposes Only: County Parcel Number(s): Parcel(s): 2945-202-53-001, 2945-174-53-002, 2945-202-06-041.

5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, together with additional documents as required by the Company as follows:

   a. Deed from Robert M. Stubbs to Robert M. Stubbs sufficient to convey the fee simple estate or interest in the Land described or referred to herein, as to Parcels 1 and 2. NOTE: This Requirement is necessary to accurately convey the new legal description of both parcels 1 and 2.

   b. Deed from Robert M. Stubbs to Purchaser To Be Determined sufficient to convey the fee simple estate or interest in the Land described or referred to herein, as to Parcels 1 and 2. Click here for Vesting Deed as to Parcels 1 and 2.

   c. Deed from The City of Grand Junction to Purchaser To Be Determined sufficient to convey the fee simple estate or interest in the Land described or referred to herein, as to Parcel 3. Click here for Vesting Deed, as to Parcel 3.

   d. NOTE: This commitment is subject to such additional Requirements and Exceptions necessary once the identity of the Purchaser becomes known.

6. Execution of Company's Affidavit as to Debts, Liens, and other matters and its return to Advanced Title

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AMERICAN LAND TITLE ASSOCIATION

stewart title guaranty company

SCHEDULE B - I
(Continued)

Company. NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), notify the Company within 10 days of receipt of this title commitment.

7. Resolution by the governing board of the seller of Parcel 3 approving the sale of subject property and identifying the party(ies) with authority to sign on behalf of said corporation.

8. Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Company immediately for further review prior to closing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

stewart title guaranty company

COMMITMENT FOR TITLE INSURANCE

Issued By

stewart title guaranty company

Commitment No.: ATC-22-10425

SCHEDULE B, PART II
Exceptions

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 4 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

1. Rights or claims of parties in possession, not shown by the Public Records.

2. Easements, or claims of easements, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public record or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

6. Unpatented mining claims: reservation or exceptions in Patents or in Acts authorizing the issuance thereof, minerals of whatsoever kind, subsurface or surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the excepted matters are shown by the Public Records or listed in Schedule B.

7. Water rights, claims or title to water.

8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

stewart title guaranty company

SCHEDULE B - II
(Continued)

9. Lease(s) if any, in existence and not of record. NOTE: This Exception shall be deleted upon execution of the Indemnity as to Debts, Liens, and Possession affirming there are no existing lease(s) on subject property and will not appear on the final title policy(ies) to be issued.

Exceptions as to Parcel 1:

10. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 1, 1912 at Reception No. 04388.

11. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of The Ridges Filing Number Six, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded June 11, 1981 at Reception No. 1259707, and amended by instrument recorded July 25, 1990 at Reception No. 1547336.

12. Plat notes and easement as shown on the plat of The Ridges Filing 6 recorded June 11, 1981 at Reception No. 1259706.

13. Plat notes and easements as shown on the plat of The Ridges Filing 6B recorded December 2, 1994 at Reception No. 1702836.

14. Plat notes and easements as shown on the plat of Cobblestone Ridges recorded November 19, 1996 at Reception No. 1778367.

15. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 recorded November 19, 1996 at Reception No. 1778368.

16. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of Cobblestone Ridges, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded November 19, 1996 at Reception No. 1778369.

17. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 Replat recorded February 28, 1997 at Reception No. 1789624.

18. Plat notes and easements as shown on the plat of Camelback Gardens Subdivision recorded April 27, 2021 at Reception No. 2978317.

Exceptions as to Parcel 2:

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SCHEDULE B - II
(Continued)

19. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded January 11, 1909 at Reception No. 80494.

20. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 11, 1909 at Reception No. 80494.

21. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded September 29, 1910 at Reception No. 94240.

22. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 29, 1910 at Reception No. 94240.

23. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of The Ridges Filing Number Six, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded June 11, 1981 at Reception No. 1259707, and amended by instrument recorded July 25, 1990 at Reception No. 1547336.

24. Plat notes and easement as shown on the plat of The Ridges Filing 6 recorded June 11, 1981 at Reception No. 1259706.

25. Plat notes and easements as shown on the plat of The Ridges Filing 6B recorded December 2, 1994 at Reception No. 1702836.

26. Plat notes and easements as shown on the plat of Cobblestone Ridges recorded November 19, 1996 at Reception No. 1778367.

27. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 recorded November 19, 1996 at Reception No. 1778368.

28. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of Cobblestone Ridges, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a)

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SCHEDULE B - II
(Continued)

is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded November 19, 1996 at Reception No. 1778369.

29. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 Replat recorded February 28, 1997 at Reception No. 1789624.

30. Plat notes and easements as shown on the plat of Camelback Gardens Subdivision recorded April 27, 2021 at Reception No. 2978317.

Exceptions as to Parcel 3:

31. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 24, 1913 at Reception No. 111473.

32. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 7, 1913 at Reception No. 114720.

33. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of The Ridges Filing Number Six, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded June 11, 1981 at Reception No. 1259707, and amended by instrument recorded July 25, 1990 at Reception No. 1547336.

34. Plat notes and easement as shown on the plat of The Ridges Filing 6 recorded June 11, 1981 at Reception No. 1259706.

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DISCLOSURES

Order No.: ATC-22-10425

Note: Pursuant to C.R.S. 10-11-122, notice is hereby given that:

A) The subject real property may be located in a special taxing district;
B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent;
C) Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that **Advanced Title Company** conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
B) No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C) The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
D) The Company must receive payment of the appropriate premium.
E) If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

A) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: This disclosure applies only if Schedule B, Section II of the title commitment herein includes an exception for severed minerals.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

Note: Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein, unless the above conditions are fully satisfied.

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE **Advanced Title Company** DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of **Advanced Title Company** and its affiliates ("**ATC**"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as **Advanced Title Company**, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does ATC Notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does ATC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does ATC collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: **618 Rood Avenue, Grand Junction, CO; 81501; 970-255-7677.**

RECEPTION#: 3128941, at 6/18/2025 10:17:18 AM, 1 of 1
Recording: $13.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

SPECIAL WARRANTY DEED

Robert M. Stubbs ("Grantor"), for the consideration of **no consideration**, hereby sells and conveys to **Camelback Gardens, LLC**, a Colorado limited liability company ("Grantee"), whose legal address is 205 Little Park Road, Grand Junction, Colorado 81507, County of Mesa and State of Colorado, all of Grantor's right, title, and interest in and to the following real property in the County of Mesa and State of Colorado, to wit:

LOT 2 CAMELBACK GARDENS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO

also known by street address as: **409 HIGH DESERT ROAD, Grand Junction, Colorado 81507**
and assessor's schedule or parcel number: **2945-174-53-002**

with all its appurtenances, and warrants the title against all persons claiming under the Grantor.

Signed this 18th day of June, ~~2024.~~ 2025

Robert M. Stubbs

STATE OF COLORADO

COUNTY OF MESA

The foregoing instrument was acknowledged before me this 18 day of June, ~~2024~~ 2025, by Robert M. Stubbs.

Witness my hand and official seal.
My commission expires: June 29, 2025

Notary Public

MIGUEL MOLINA LOPEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174026690
MY COMMISSION EXPIRES JUN 29, 2025

Statement of Authority

The undersigned hereby executes this Statement of Authority, pursuant to the provisions of Section 38-30-172, C.R.S., on behalf of __Upland Homes, Inc.__, an entity other than an individual, capable of holding title to real property ("Entity"), and states as follows:

1. The Entity is a Corporation____formed and existing under the laws of the following governmental authority State of Colorado
(state the type of entity and the state, country or other governmental authority under whose laws it was formed. Example: a Limited Liability Company formed and existing under the laws of Colorado)

2. If formed under a governmental authority other than the State of Colorado, state the name under which the Entity has filed with the Colorado Secretary of State _____Colorado

3. The Entity's mailing address is: 35168 Hillhouse Lane, Windsor, CO. 80550

4. The name of the person or persons, or the position or positions, of the Entity authorized to execute instruments on behalf of the Entity to convey, encumber or otherwise affect the title to real property is/are: __Scott Preisendorf, President

☐ If **ALL** names or positions provided here are required for authority, please check this box. If box is not checked, then only one of the names or positions provided is necessary for execution of instruments on Entity's behalf.

5. The limitations upon the authority of the person or persons named above to bind the Entity are as follows: NONE
(if no limitations insert "NONE")

6. Other matters concerning the manner in which the Entity deals with any interest(s) in real property are: NONE
(if none insert "NONE")

This Statement of Authority amends or replaces any prior Statement of Authority executed on behalf of the Entity.

EXECUTED this _____ day of May , 2025.

ENTITY: _Upland Homes, Inc. _, a_Colorado Corporation__

BY: _____ _____President_____
Name: Scott Preisendorf Position

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 29 day of May , 2025 , by Scott Preisendorf and _____.

Witness my hand and official seal.
My commission expires: 8/4/29

NAOMI VIALPANDO
Notary Public
State of Colorado
Notary ID # 20094024717
My Commission Expires 08-04-2029

_____
Notary Public

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PLANNED DEVELOPMENT (PD) OUTLINE DEVELOPMENT PLAN (ODP) FOR THE CAMELBACK GARDENS DEVELOPMENT THEREBY AMENDING THE OVERALL PLAN FOR THE RIDGES LOCATED AT 381 AND 409 HIGH DESERT ROAD

Recitals:
Camelback Gardens, LLC and Upland Homes, Inc (Applicants) are proposing a Planned Development (Project or PD) to be known as Camelback Gardens. Th project is to be constructed on 10.29 acres of land located at 381 and 409 High Desert Road within The Ridges. The proposed PD will establish an Outlined Development Plan (ODP) for the properties to be developed within a 17-year timeframe, which constitutes an amendment to the plan for The Ridges.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, (Code) the Planning Commission conducted a hearing and at the conclusion thereof recommended approval of the proposed PD ODP, finding the ODP conforms with the 2020 One Grand Junction Comprehensive Plan Principles and Strategies, the land use designation of Residential Low for the overall Ridges, the rezone criteria, and the PD ODP criteria of the Code.

After public notice and public hearing, the Grand Junction City Council finds for the reasons stated in the record that the PD ODP zone district conforms with all applicable Principles and Strategies, the Residential Low land use designation of the overall Ridges, the Comprehensive Plan amendment criteria, the rezone criteria and the PD ODP criteria.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT IN CONSIDERATION OF THE FOREGOING RECITALS AND THE RECORD OF THE ACTION OF THE PLANNING COMMISSION AND THE CITY COUNCIL, THE PROPERTY DESCRIBED BELOW IS HEREBY ZONED PLANNED DEVELOPMENT (PD) AND THE OUTLINE DEVELOPMENT PLAN (ODP) ALL AS ESTABLISHED, DEPICTED AND DESCRIBED IN EXHIBIT A ATTACHED HERETO, AND FOUND IN CITY COMMUNITY DEVELOPMENT DEPARTMENT FILE PLD-2023-121 IS ADOPTED WITH THE EXHIBIT BEING INCORPORATED BY THIS REFERENCE AS IF FULLY SET FORTH ALL OF WHICH ARE APPROVED FOR THE FOLLOWING DESCRIBED PROPERTY.

Lots 1 and 2, Tracts MM and Tract A
CAMELBACK GARDENS BOUNDARY LINE ADJUSTMENT as recorded at Reception No. 3148907

And

District Open Space, Parcel No. 2945-202-17-020

County of Mesa, State of Colorado
Parcel contains 25.27 acres.

DEVELOPMENT SCHEDULE
The Camelback Gardens Planned Development Shall consist of three phases, which were identified based upon site topography, housing style and price point. Pods within each Phase may be developed in any order to provide flexibility in responding to market conditions. However, each Phase remains subject to the Requirement Expiration Dates shown in the table, which apply to the first, second, or subsequent pod completed within that Phase, regardless of pod designation.

Development and phasing are subject to these deadlines. To satisfy deadline requirements, a pod must obtain the first planning clearance or record the first plat the Requirement Expiration Date. The Development Phasing Schedule within the Camelback Gardens Planned Development is established as follows:

Phase	Pod	Requirement Expiration Date
Phase 1	A, B	Frist Pod by December 2028 Second Pod by December 2031
Phase 2	C, D, E	First Pod by December 2034 Second Pod by December 2037 Third Pod by December 2040
Phase 3	F, G	First Pod by December 2040 Second Pod by December 2043

1. Development Phasing Schedule constitutes a deadline for which development of a portion within each Phase must commence. Once commenced, the development of a Pod shall be completed in accordance with the Development Phasing Schedule. Should the Development 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 Phase so long as a portion of any Pod has commenced to meet the requirements of the phasing schedule and has completed the requirements of the phasing schedule. If any Phase fails to meet the requirements of the phasing schedule, the approval of the PD and ODP for the specific Phase shall be considered lapsed.
3. Upon lapse of any Phase’s development and phasing schedule, the zoning of the lapsed Phase will revert to the default standards of the RL-5 Zoning District.

PARK AND TRAILS IMPROVEMENTS

Park and trail improvements within the Camelback Gardens Planned Development are an integral component of the overall development phasing and shall be provided in coordination with the development of each Pod, as generally depicted on Exhibit B.

Concept Plan and Agreement Requirements

Prior to the commencement of Phase 2, the Applicant/Developer shall submit to the City a conceptual design plan for all park and trail improvements associated with the Planned Development. The conceptual plan shall include the general alignment, layout, and intended design of the improvements and shall be subject to review, approval, and acceptance by the City.

Following City acceptance of the conceptual design plan, and prior to issuance of the first planning clearance or recordation of the first plat within Phase 2, the Applicant/Developer shall execute a Maintenance and Operations Agreement with the City for the park and trail improvements. The agreement shall address long-term responsibilities for maintenance, operations, and any other terms required by the City.

Construction and Acceptance Requirements

The construction of park and trail improvements shall occur in coordination with the development of the Pods to which the improvements are adjacent or directly related. Improvements shall be constructed concurrent with, or prior to, the completion of the Pod they abut, as follows:

- Pod D – Trail improvements
- Pod E – Park improvements
- Pod F – Trail improvements
- Pod G – Trail improvements

Such improvements shall be completed at the time of the City's Initial Acceptance for the pod and shall be included as part of the Initial Acceptance process, together with any other public improvements required to serve the development.

All park and trail improvements shall be incorporated into the applicable Development Improvements Agreement for each pod and shall be securitized in the same manner as other required public infrastructure improvements, including but not limited to streets, utilities, and drainage facilities.

The Applicant/Developer shall ensure that these improvements are constructed in accordance with City-approved plans and are eligible for acceptance concurrent with the City's Initial Acceptance of the pod's public improvements.

ALLOWED USES, DENSITY, AND DIMENSIONAL STANDARDS

Allowed land uses, maximum residential density, and dimensional development standards for the Camelback Gardens Planned Development are established in Exhibit A, attached hereto and incorporated by reference.

In the event of a conflict between the provisions of this Planned Development, including Exhibit A, and the City of Grand Junction Zoning and Development Code, the provisions of the Planned Development shall control.

Where this Planned Development, including Exhibit A, is silent as to a specific use or development standard, the applicable provisions of the Zoning and Development Code shall apply.

INTRODUCED on first reading this 18th day of February 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 4th day of March 2026 and ordered published in pamphlet form.

_____
Cody Kennedy
President of the Council

ATTEST:

_____
Selestina Sandoval
City Clerk

EXHIBIT A

TITLE OF ORIGINAL DOCUMENT: NVIZ-CAMEL OVERALL DEVELOPMENT PLAN 12-17-2025.dwg
For accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.

Proposed Dimensional Standards - RLS

	MIN LOT SIZE AREA (SQ. FT)	MIN LOT SIZE WIDTH (FT.)	MINIMUM SETBACKS FRONT	SIDE (4)	REAR (4)	MAX. LOT COVERAGE	MAX. HEIGHT FEET (5)
POD A	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD B	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD C	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD D	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD E	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD F	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD G	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40

NOTES:

(1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
(2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
(3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
(4) ADJACENT DEVELOPMENTS RESIDENTIAL PARCELS / OPEN SPACE.
(5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR PARAPET.
(6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RL-5. REFER TO 'PROPOSED DIMENSIONAL STANDARDS' TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
(7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
(8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH IT'S PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

PODS A & B ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 28

PODS C, D, E, F & G ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 70

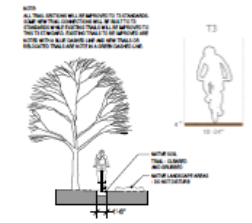


Land Use Areas

LAND USE BREAKDOWN	AREA	SF	AREA	AC	% TOT	DU
UNDERLYING DENSITY ZONE: RLS						
PROPOSED ZONING: PD						
LAND USE						
LOT 1 (SOUTH)						
RESIDENTIAL:						
POD A	54,447	SF	1.25	AC	5.1%	
POD B	61,458	SF	1.41	AC	5.7%	
SUB-TOTAL:	115,905	SF	2.66	AC	10.8%	
STREETS:	19,671	SF	0.45	AC	1.8%	
TOTAL:	135,576	SF	3.11	AC	12.7%	
LOT 2 (NORTH)						
RESIDENTIAL:	AREA	SF	AREA	AC	% TOT	DU
POD C	49,563	SF	1.14	AC	4.6%	
POD D	26,952	SF	0.61	AC	2.5%	
POD E	57,346	SF	1.32	AC	5.4%	
POD F	67,291	SF	1.54	AC	6.3%	
POD G	53,140	SF	1.22	AC	5.0%	
SUB-TOTAL:	254,292	SF	5.84	AC	23.8%	
PUBLIC LAND & OPEN SPACE:						
PUBLIC AREA	1,550	SF	0.04	AC	0.1%	
PUBLIC AREA - TRACT MH	9,482	SF	0.22	AC	0.9%	
PUBLIC AREA - TRACT NH	4,047	SF	0.09	AC	0.4%	
COMMUNITY GARDEN	8,405	SF	0.19	AC	0.8%	
SUB-TOTAL:	23,484	SF	0.54	AC	2.2%	
STREETS:	87,382	SF	1.32	AC	8.4%	
TOTAL:	282,918	SF	6.47	AC	26.3%	
PREVIOUSLY DEDICATED OPEN SPACE:	693,836	SF	15.93	AC	61.0%	
TOTAL:	1,071,430	SF	24.60	AC	100.0%	3.68



T3 | Recreational



1 Trail Connections Section (Typ.)
1/8" = 1'-0"

Camelbaok Gardens
Grand Junction, Colorado

Landscape Architect:
NVISION DESIGN STUDIO, INC.
477 32 Road Grand Junction, CO 81504
Phone: 970.314.2333 Email: rob@nviz.biz
Web: www.nviz.biz

Robert A. Breaston LA 462
03/21/2008
Original Date of Licensure
STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

Legend

- 30%+ SLOPES
- OPEN SPACE / PUBLIC AREA
- MULTI-FAMILY RESIDENTIAL (ATTACHED)
- SINGLE FAMILY RESIDENTIAL (DETACHED)
- EXISTING TRAIL MAINTENANCE
- PROPOSED TRAIL CONSTRUCTION

ODP NOTES:
1. THERE ARE NO EXISTING WETLANDS ON SITE.
2. THIS SITE IS OUTSIDE ANY 100-YEAR FLOOD PLAIN.

Sheet Title:
Outline Development Plan

Project: Camelback Gardens
Date: December 17, 2025
Scale: 1" = 60'
Sheet: 1 of 1 ODP

COPYRIGHT NOTICE: This drawing is an instrument of service and is the property of Nvision Design Studio, Inc. No reproduction of this sheet in whole or part, for this or any other project, shall be done without authorization from Nvision Design Studio, Inc.

EXHIBIT B

TITLE OF ORIGINAL DOCUMENT: NVIZ-CAMEL OVERALL DEVELOPMENT PLAN 12-17-2025.dwg
For accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.

Proposed Dimensional Standards - RL5

	MIN LOT SIZE AREA (SQ. FT)	MIN LOT SIZE WIDTH (FT.)	MINIMUM SETBACKS FRONT	MINIMUM SETBACKS SIDE (4)	MINIMUM SETBACKS REAR (4)	MAX. LOT COVERAGE	MAX. HEIGHT FEET (5)
POD A	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD B	2,400	40	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD C	1,200	30	15(1) / 20(2) /15(3)	5 / 0	10 / 0	100%	40
POD D	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD E	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD F	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40
POD G	1,200	30	15(1) / 20(2) / 15(3)	5 / 0	10 / 0	100%	40

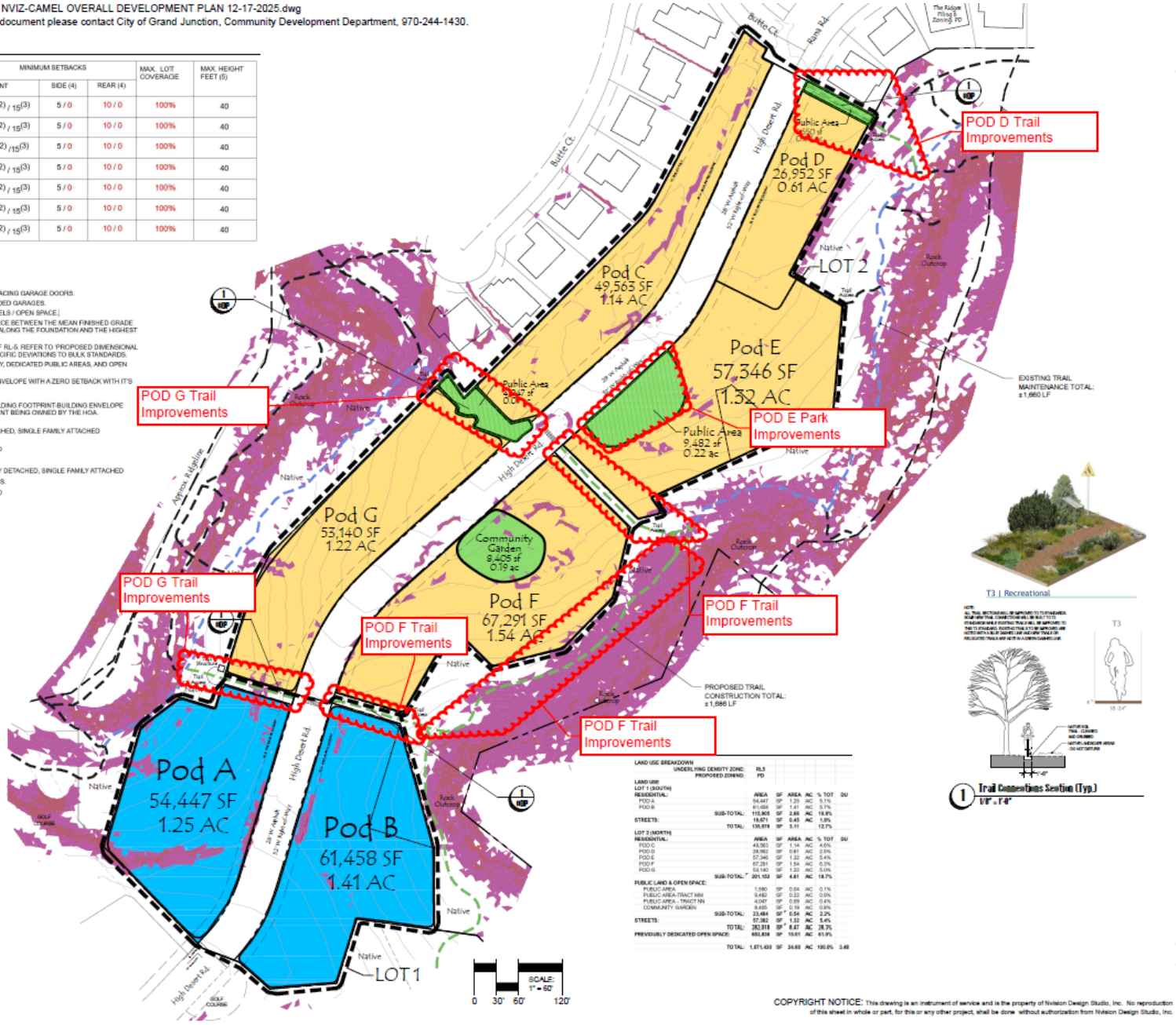
NOTES:

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PODS A & B ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 20

PODS C, D, E, F & G ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 70



LAND USE BREAKDOWN

		SF	AREA	AC	% TOT	DU
UNDERLYING DENSITY ZONE:	RL5					
PROPOSED ZONING:	PD					
LAND USE						
LOT 1 (SOUTH)						
RESIDENTIAL:	AREA	SF	AREA	AC	% TOT	DU
POD A	54,447	SF	1.25	AC	5.1%	
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POD E	57,346	SF	1.32	AC	5.4%	
POD F	67,291	SF	1.54	AC	6.3%	
POD G	53,140	SF	1.22	AC	5.0%	
SUB-TOTAL:	201,152	SF	4.61	AC	18.7%	
PUBLIC LAND & OPEN SPACE:						
PUBLIC AREA	1,660	SF	0.04	AC	0.1%	
PUBLIC AREA-TRACT MM	9,482	SF	0.22	AC	0.9%	
PUBLIC AREA - TRACT NN	4,047	SF	0.09	AC	0.4%	
COMMUNITY GARDEN	8,405	SF	0.19	AC	0.8%	
SUB-TOTAL:	23,484	SF	0.54	AC	2.2%	
STREETS:	57,382	SF	1.32	AC	5.4%	
TOTAL:	282,018	SF	6.47	AC	26.3%	
PREVIOUSLY DEDICATED OPEN SPACE:	683,838	SF	15.61	AC	63.9%	
TOTAL:	1,071,430	SF	24.60	AC	100.0%	3.40

COPYRIGHT NOTICE: This drawing is an instrument of service and is the property of Nvision Design Studio, Inc. No reproduction of this sheet in whole or part, for this or any other project, shall be done without authorization from Nvision Design Studio, Inc.

Project Name:
Camelback Gardens
Grand Junction, Colorado

Landscape Architect:
NVISION DESIGN STUDIO, INC.
677 25 Road Grand Junction, CO 81505
Phone: 970.250.3588 Email: rb@nviz.biz
Web: www.nviz.biz
Landscape Architecture Visual Simulation Graphic Design

Registration:
Robert A. Breeden LA 462
03/21/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Legend

- 30%+ SLOPES
- OPEN SPACE / PUBLIC AREA
- MULTI-FAMILY RESIDENTIAL (ATTACHED)
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- EXISTING TRAIL MAINTENANCE
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ODP NOTES:
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2. THIS SITE IS OUTSIDE ANY 100-YEAR FLOOD PLAIN.

Submittal:

Sheet Title:
Outline Development Plan

Project: Camelback Gardens
Date: December 17, 2025
Scale: 1" = 60'
Sheet: ODP

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date:	March 4, 2026
Presented By:	Trenton Prall, Engineering & Transportation Director
Department:	Engineering & Transportation
Submitted By:	William Comerer, Project Engineer

Information

SUBJECT:

Authorization of Construction Contract for Crosby Avenue Improvement Project

RECOMMENDATION:

Authorize the City Purchasing Division to execute a Construction Contract with Suncore Construction & Materials, Inc. for the Crosby Avenue Improvements Project in the amount of $2,973,311.17, contingent upon CDOT concurrence to award.

EXECUTIVE SUMMARY:

This item is to consider authorization of a construction contract for the street improvements along Crosby Avenue from Main Street to Base Rock Street and on Base Rock Street from Crosby Avenue to American Way. The proposed improvements will include full road reconstruction that will transform the existing narrow local street section that is in poor condition to a full multimodal connection from downtown to the Rimrock shopping area.

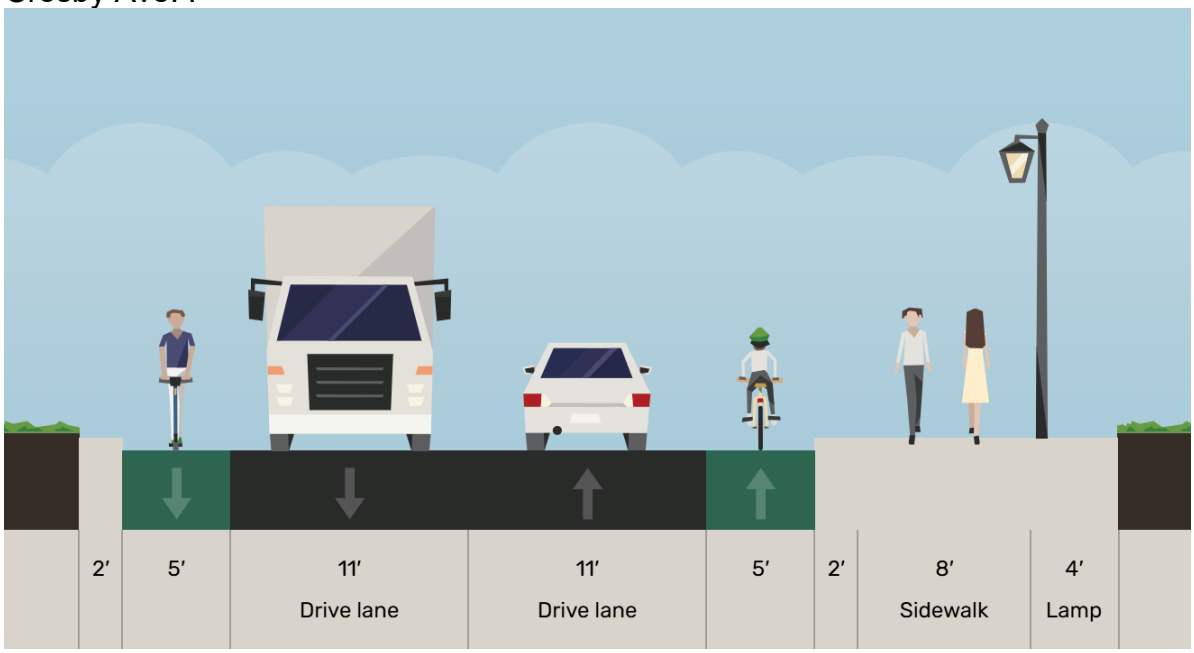
BACKGROUND OR DETAILED INFORMATION:

Crosby Avenue links Main Street with the Rimrock Shopping Center and serves as an alternative route to the I-70B corridor. Crosby Avenue is undergoing a full reconstruction aimed at enhancing safety, expanding travel options, and fostering stronger community connections.

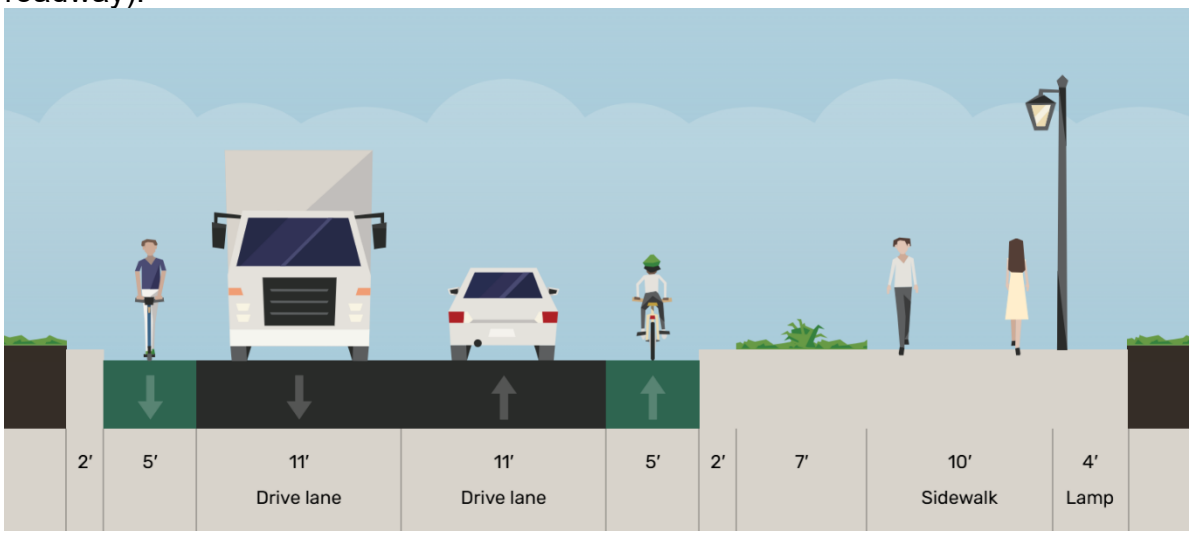
The redesigned corridor will feature a welcoming and well-lit streetscape, with dedicated bicycle lanes and a shared-use path set apart from vehicle traffic by a landscaped buffer. Enhanced lighting and upgraded pavement will contribute to a safer and more comfortable experience for people walking, biking, using mobility devices, or driving. Connectivity to the existing bridge over the Union Pacific Railroad tracks, and by extension the Riverfront Trail, will also be improved. These enhancements will

create a continuous and accessible route linking neighborhoods, downtown, retail destinations, and the regional trail system.

Example layout of roadway along Base Rock Street and the north and south ends of Crosby Ave. :



Example layout of Crosby Ave., including landscaping (present along most of the roadway):



A formal Invitation For Bids was issued for the Project 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 Contractor's Association, and advertised in The Daily Sentinel. The City received four bids for the project that were found to be responsive and responsible in the following

amounts:

Contractor	Location	Amount
Suncore Construction & Materials, Inc.	Grand Junction, CO	$2,973,311.17
Mountain Valley Contracting, Inc.	Grand Junction, CO	$3,116,622.62
Oldcastle SW Group, Inc. dba United Companies	Grand Junction, CO	$3,333,690.89
K&D Construction, Inc.	Grand Junction, CO	$3,610,662.14

Per Section 1.1.3 of the Purchasing Manual, confidential information obtained during procurement activities will be respected and protected as provided by law.

If awarded, construction would begin in April 2026. The project is anticipated to take approximately six months.

Travel and Other Impacts
Due to the narrow configuration of Crosby Avenue, a full road closure will be necessary during reconstruction. However, access for local residents and businesses will be maintained. The City will provide weekly updates through its Traffic Alert during the construction period.

Project Benefits
Upgrades to Crosby Avenue will result in a safer, more inviting route for residents, shoppers, and commuters. Improved access between neighborhoods, commercial hubs, and the Riverfront Trail will encourage active transportation and make the corridor more functional and appealing for all users. The project aligns with the City's broader objectives of strengthening connectivity, linking major destinations, and building corridors that contribute to long-term economic growth and community vitality.

By improving the connection between Main Street and the Rimrock Shopping Center, this project is poised to support commercial activity and catalyze future development. It has been prioritized in several planning efforts, including the 2045 Regional Transportation Plan, the One Grand Junction Comprehensive Plan, and the Grand Junction Circulation Plan. These improvements represent a key step toward creating accessible, attractive infrastructure that enhances health, safety, and quality of life.

History
There has been consistent and enthusiastic community support for the project, including letters of support from the Downtown Development Authority, Mesa County Regional Transportation Planning Office, Chamber of Commerce, Grand Junction Economic Partnership, Urban Trails Committee, and nearby neighborhoods.

Several site readiness tasks were completed in spring 2025 in preparation for construction. The City replaced an aging asbestos cement waterline along Crosby Avenue and Base Rock Street with modern PVC piping. It also relocated the existing raised irrigation ditch underground, which previously impeded visibility and took up

much of the north shoulder. Additionally, deteriorating sanitary sewer lines under Base Rock Street were rehabilitated using trenchless methods to minimize disruption for nearby businesses.

FISCAL IMPACT:

The project is funded in the 2026 Budget by funds from the Transportation Capacity Fund in combination with a $1.0M Revitalizing Main Streets: Safety Infrastructure Grant administered by the Colorado Department of Transportation.

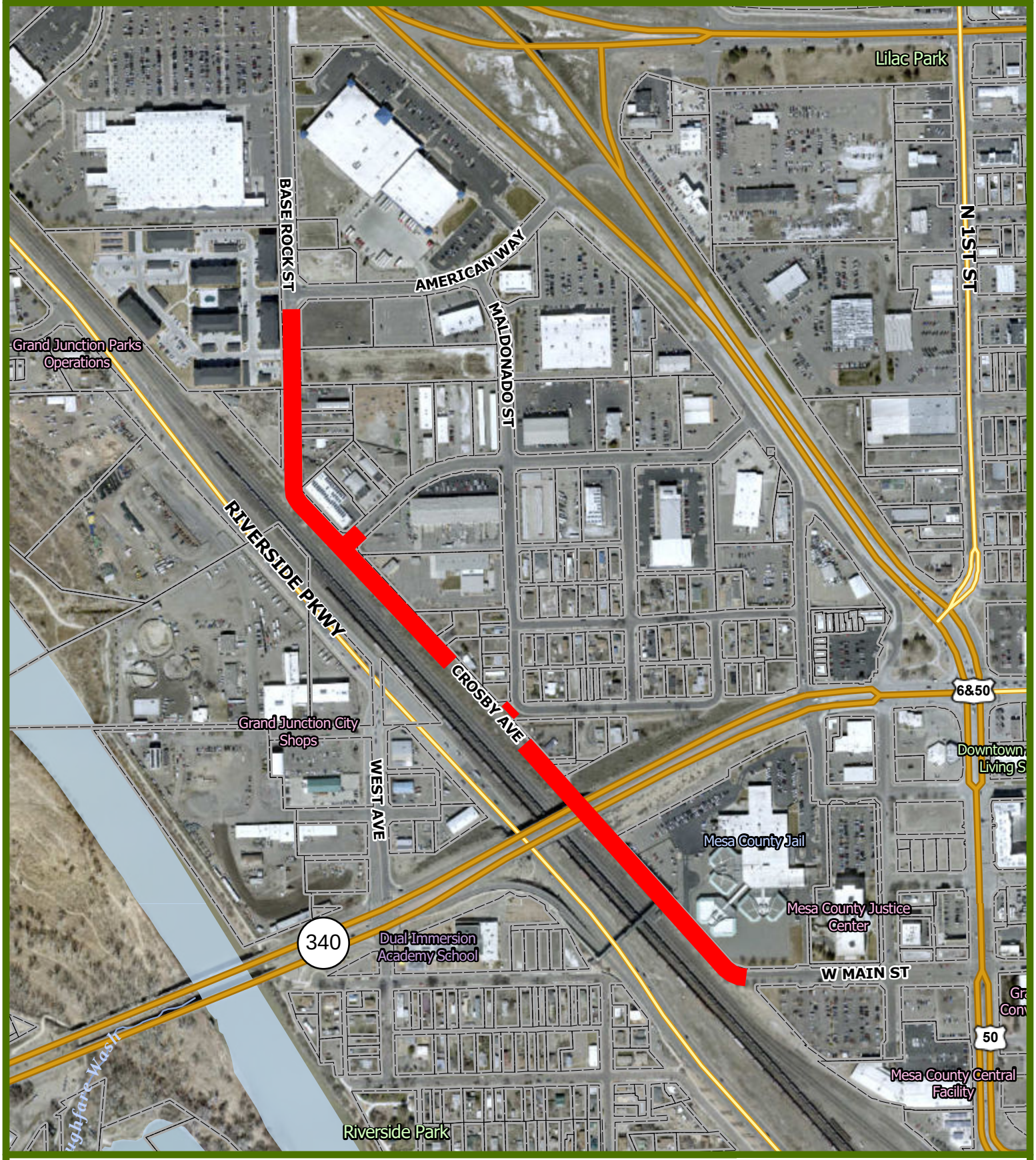
SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with Suncore Construction & Materials, Inc. for construction of the Crosby Avenue Improvements Project in the amount of $2,973,311.17, contingent upon CDOT concurrence to award.

Attachments

1. Crosby Avenue Project Map

Crosby Avenue Improvement Project



N

0 800 1,600 ft

Printed: 2/18/2026

1 inch equals 500 feet

Scale: 1:6,000

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: March 4, 2026

Presented By: Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Thomas Lloyd, Planning Manager

Information

SUBJECT:

A Resolution Vacating a Drainage Easement Segment Known as Orchard Mea Drain I-1 for the City of Grand Junction located at 2651 Stacy Drive on a 7.10 acre parcel in a RH-24 district

RECOMMENDATION:

The Planning Comission unanimously recommended conditional approval of this request.

EXECUTIVE SUMMARY:

The Applicant, Aspire Residential, proposes development of three three-story multifamily residential buildings consisting of 72 units total with associated site and utility improvements. A Major Site Plan application has been submitted and approved and conditioned on this partial easement vacation being approved. There is currently an existing Easement to the City of Grand Junction (“City”) that was transferred from the United States (“US”) and the Orchard Mesa Irrigation District (OMID). The US and OMID transferred their interest in Drain 1-1 in accordance with the agreement with the City of Grand Junction which is recorded in the Mesa County Clerk and reorders records at Reception No. 2524654. The US’s and OMID’s interest consisted of drainage and irrigation which stem from the Grand Valley Project. The easement is not specifically dimensioned but includes all that area necessary to properly operate and maintain the ditch.

The current easement area consists of a large open drain, approximately 20-ft wide and 6-ft deep that collects irrigation tailwater and stormwater runoff from the Orchard Mesa Canal which is approximately one-quarter of a mile south of this site, to Highway 50 on the north. The existing open drainage discharges to one ditch on the western parcel, where it discharges back into the Orchard Mesa Canal. The applicant, in coordination with the City has completed a drainage study and designed a proposal to pipe the open

drain, relocating the flow in a pipe further south than the existing ditch With this vacation, the existing easement will be partially vacated with a remainder of 20' of the easement on the south of the property.. An earlier plat claims the ditch is only 25' from top of bank, there is no authority available to confirm that is the size of the easement and it is the City's position that more area is needed to maintain the ditch in its present condition. To avoid any possible claims to the contrary, the City is requiring a written easement be granted to the City by the property owner, Kenco LLC that is 20' wide and containing the piped drainage/irrigation line. under the same terms and conditions as included in the transfer to the City from the US and OMID and to include storm water drainage. The pipe needs to be installed and accepted by the City before the vacation may be complete. In addition, the vacation is conditioned upon the abutting property to the west also providing an easement to ensure the pipe and/or its discharge is included within an easement for the City under the same terms and conditions as referred to above and described in the documents recorded with the Mesa County Clerk and Recorder at Reception Numbers 2524654, 2524655, and 2524656.

The applicant is requesting partial vacation in anticipation of developing 72 multifamily units in the RH-24 zone district. These will be first phase of a total of 192 units.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is located at 2651 Stacy Drive and consists of approximately 7.10 acres. The site is bordered by Stacy Drive, Tracy Ann Road, and Linden Avenue. The easement to be partially vacated is described in Reception Number 297214, 2524654, 2524655, 2524656 and is shown on the plat of Tracy's Village Subdivision shown at Reception Number 3042167.

The current easement area consists of a large open drain, approximately 20-ft wide and 6-ft deep that collects irrigation tailwater and stormwater runoff from Orchard Mesa Canal which is approximately one-quarter of a mile south of this site, to Highway 50 on the north. The existing open drainage discharges to one ditch on the western parcel, where it discharges back into the Orchard Mesa Canal. The applicant, in coordination with the City has completed a drainage study and designed a proposal to pipe the open ditch, relocating and placing the newly constructed pipe in a 20-ft drainage easement. With this vacation, the City retains all rights received when it was transferred to the City from the Orchard Mesa Irrigation District and United States of America and to include storm water drainage. City staff also recommend that the vacation only occur as long as the owner of the property abutting to the west of the vacation provide an irrigation, drainage, and storm water easement in the area where the pipe is installed and/or where the pipe will discharge water on the neighboring property to the satisfaction of City staff. This will ensure that the new pipe infrastructure on both properties is aligned prior to the vacation being finalized.

The applicant is requesting partial vacation in anticipation of developing 72 multifamily units in the RH-24 zone district. These will be first phase of a total of 192 units. The applicant is asking to partially vacate the easement because they are piping the

drainage and so they don't have to build around the easement in their multi-family site design. The Site Plan for Phase 1 of this project was conditionally approved in July of 2025. One of the conditions for approval was for the easement to be vacated in accordance with this request.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting is required for a vacation of easement request pursuant to Section 21.02.050(o) of the Zoning and Development Code. A Neighborhood Meeting was held virtually on Microsoft Teams on January 29th, 2025 at 5:30 pm. City staff and the applicants' representatives were in attendance. No members of the public attended.

Notice was completed consistent with the provisions in Section 21.02.30(g) of the Zoning and Development Code. The subject property has been posted with an application sign. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards were sent to surrounding property owners within 500 feet of the subject property on February 13, 2026. The notice of this public hearing was published February 14, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(o). The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

A. The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City;

The request to partially vacate the existing Drainage Canal Easement to the City does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. Since the applicant worked and consulted with the City to design the pipe to be able to take the necessary drainage and tailwater flow, the vacation will have no impact on public facilities or services provided to the general public, demonstrated by the no objection to the request by the City Development Engineer and the OMID beneficiaries of the easement.

Further, the applicant is requesting the vacation to facilitate multifamily development on the site with an affordable housing component. The easement of record on the site currently encumbers the property and conflicts with the proposed building footprint and site layout. The applicant proposes to vacate these easements following relocation of the associated infrastructure. The vacation request is consistent with the following goals and policies of the Comprehensive Plan:

• Plan Principle 2.2.c – Urban Reinvestment: Continue efforts to revitalize Downtown and other mixed-use areas to create vibrant urban areas attractive to young professionals and other workers.
• Plan Principle 3.2 – Underutilized Properties: Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings

including, but not limited to: i) adaptive reuse of existing buildings, ii) infill of existing surface parking lots.

Therefore, staff has found the request consistent with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and therefore, this criterion has been met.

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

The subject parcel has frontage on three public streets and will continue to have adequate access following the vacation. No parcel will be landlocked as a result of the easement vacation.

Staff finds that this criterion has been met.

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

Access to the property will not be restricted. There is frontage on three public streets.

Staff finds that this criterion has been met.

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

The proposed partial vacation will not have an adverse impact on the health, safety, and/or welfare of the community. The applicant has worked with the City to pipe this open ditch and to adequately take the drainage per the previous agreements that is required downstream.

Staff finds that this criterion has been met.

E. The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation.

The proposed partial easement vacation will have no impact on public facilities or services. As stated above, The applicant has worked with the City to pipe this open ditch and to adequately take the drainage per the previous agreements that is required downstream.

Staff finds that this criterion has been met.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to partially vacate a Drainage Easement Segment Known as Orchard Mea Drain I-1 for the City of Grand Junction located at 2651 Stacy Drive on a 7.10 acre parcel in a RH-24 district the following findings of fact have been made with the recommended conditions of approval:

The request with the following conditions conforms with Section 21.020.050(o) of the Zoning and Development Code.

Therefore, the Planning Commission unanimously recommended approval of the requested vacation with the following conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents, and/or dedication documents.
2. The owner(s) of the property on which the vacation is requested are required to grant an easement for the irrigation and storm water drainage that clarifies the location of the installed pipeline. The easement is required to be at least 20' wide. This easement is required to dispute any possible issues because of the erroneous claim of the easement being only 25' either side of the top of bank.
3. The owner(s) of the property abutting to the west of the vacation must provide an irrigation storm water easement in the area where the pipe is installed and/or where the pipe will discharge water on the neighboring property to the satisfaction of City staff.
4. The new pipe must be installed and accepted by the City.
5. The vacation resolution shall be void if the above conditions have not been met within two years of the City Council's approval of the vacation.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to adopt Resolution No. 21-26, a Resolution Vacating a Drainage Easement Segment Known as Orchard Mesa Drain I-1 for the City of Grand Junction located at 2651 Stacy Drive on a 7.10 Acre Parcel in a RH-24 District.

Attachments

1. Attachment 1 - Development Application
2. Attachment 2- Map
3. Attachment 3 - Legal Description and Exhibit
4. Planning Commission Minutes - 2026 - Jan 13 - DRAFT
5. Draft Resolution

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: Vacation - Easement

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

Existing Land Use Designation		Existing Zoning	
Proposed Land Use Designation		Proposed Zoning	

Property Information

Site Location:	2651 Stacy Drive	Site Acreage:	7.10
Site Tax No(s):	2945-261-43-003	Site Zoning:	RH-24
Project Description:	Vacate Irrigation Drain Easement		

Property Owner Information		Applicant Information		Representative Information	
Name:	KENCO LLC	Name:	Aspire Residential	Name:	Austin Civil Group, Inc.
Street Address:	607 25 Rd, Ste 100	Street Address:	21 Continental Blvd	Street Address:	123 N. 7th Street
City/State/Zip:	GJ, CO ~~81503~~ 81505	City/State/Zip:	Merrimack, NH 03054	City/State/Zip:	GJ. CO 81501
Business Phone #:	970-261-6004	Business Phone #:	603-320-5123	Business Phone #:	970-242-7540
E-Mail:	kbasinger@colcal.net	E-Mail:	john.gargasz@aspireres.co	E-Mail:	marka@austincivilgroup.com
Fax #:		Fax #:		Fax #:	
Contact Person:	Ken Basinger	Contact Person:	John Gargasz	Contact Person:	Mark Austin
Contact Phone #:	970-261-6004	Contact Phone #:	603-320-5123	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	Ken Basinger	Date	
Signature of Legal Property Owner	Ken Bag	Date	1/23/25

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

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

(b) Parcel number 2945-261-43-003, 2651 Stacy Drive, Grand Junction, Colorado

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

I am the (c) 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) Easement Vacation and Major Site Plan Submittal

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: Ken Basinger

Printed name of person signing: Ken Basinger

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 23rd day of January, 2025

by Ken Basinger

Witness my hand and seal.

My Notary Commission expires on 02/07/2025

Yolanda Crown
Notary Public Signature

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

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.

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

General Project Report
for
Drainage Easement Vacation At 2651 Stacy Drive

Project Description

This submittal requests approval to vacate an approximately 80-ft wide drainage canal easement and easement for pipeline located on a 7.11-acre parcel of land located at 2651 Stacy Drive in Grand Junction, Colorado.

The easement was originally dedicated to the Orchard Mesa Irrigation District and also an easement to the City of Grand Junction for a pipeline. The existing easement documents of record for this easement, including the exception that is included in the deed at Rec. 297214 and the transfer of easement/ROW interests to the City at Rec. Nos. 2524654, 2524655 and 2524656.

The current easement area consists of a large open drain, approximately 20-ft wide and 6-ft deep and collects irrigation tailwater and stormwater runoff from Orchard Mesa Canal which is approximately one-quarter of a mile south of this site, to Highway 50 on the north. The existing open drainage discharges to one ditch on the western parcel, where it discharges back into the Orchard Mesa Canal.

The applicant is proposing to pipe this open drain and relocating it into a pipe along the south property line and place it in a new 20-ft drainage easement dedicated to the City of Grand Junction.

General Project Report
for
Drainage Easement Vacation At 2651 Stacy Drive

Section 21.02.050(o) of the City of Grand Junction Land Development Code provides the criteria that shall be met for vacation of easement area. The criteria include the following:

21.02.050(o)(iii)(B)(a): The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City;
Response: The proposed vacation of the easement at this location will not impact any proposed Grand Junction Circulation Plans, Policies, or impact the Comprehensive Plan, or any adopted plans or policies;

21.02.050(p)(2)(iii)(B)(a): The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies of the City;
Response: Vacation of this helps development to better utilize land as called for in the comprehensive plan. The vacation has no impact on the Grand Junction Circulation Plan, and the review conducted by staff indicates there are no problems or conflicts with any other known plans or policies;

21.02.050(p)(2)(iii)(B)(b): No parcel shall be landlocked as a result of the vacation;
Response: Vacation of this easement area will not result in any landlocked condition.

21.02.050(p)(2)(iii)(B)(a): Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;
Response: The proposed vacation will not impact access to any land parcel. The project will be piping an open drainage ditch and dedicating a new easement back to the City of Grand Junction.

21.02.050(p)(2)(iii)(B)(d): There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services
provided to any parcel of land shall not be reduced, including, but not limited to, police and fire protection and utility services;
Response: This vacation and subsequent piping and easement relocation will not impact health, safety or welfare. Piping the large open drain will reduce maintenance burdens as well as reducing habitat for mosquitos.

21.02.050(p)(2)(iii)(B)(e): The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation; and
Response: This vacation will not impact public facilities or services.

21.02.050(p)(2)(iii)(B)(f): The proposal shall not hinder public and City functions.
Response: The easement vacation will allow this open drainage ditch facility to be piped underground to reduce maintenance costs to the City and allow for better use of the property by the applicant.

A ▪ C ▪ G

Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

January 29, 2025

Mr. Thomas Llyod, Senior Planner
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Re: 25-ft Drainage Easement Vacation Request
Neighborhood Meeting Summary

Dear Mr. Lloyd:

The purpose of this letter is to document that a virtual neighborhood meeting was conducted on January 29, 2025 at 5:30 PM. There were no attendees at the meeting other than my client and yourself.

The meeting was conducted using Zoom video conferencing. Notices were sent out to property owners according to the City's Land Development Code requirements.

I have not received any calls or emails from anyone on the request.

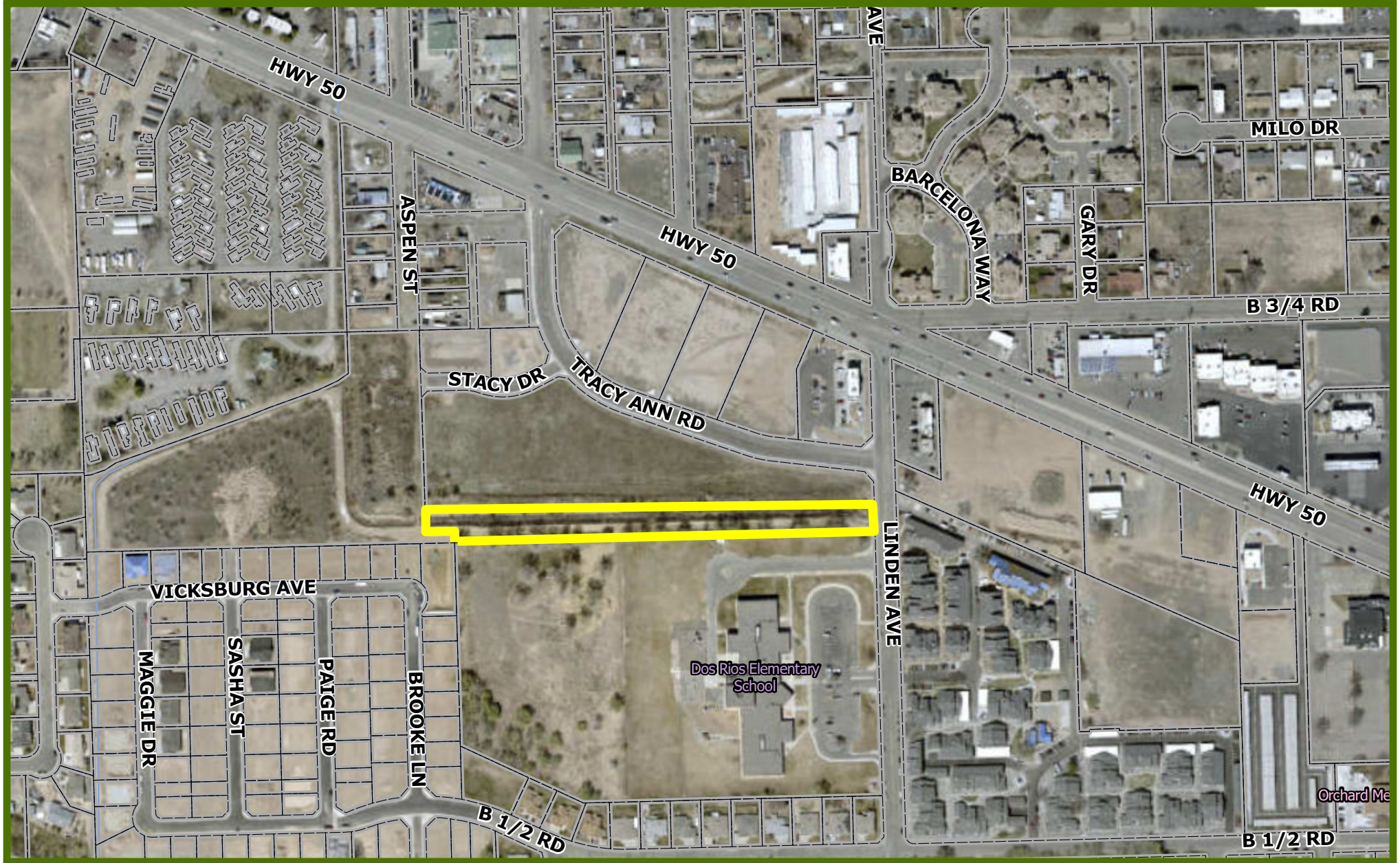
Please let me know if you have any additional questions, please give me call at the number below.

Sincerely,

Austin Civil Group, Inc.
Mark Austin, P.E.
President

123 n. 7th street ▪ suite 300 ▪ grand junction, colorado 81501 ▪ 970-242-7540 phone ▪ 970-255-1212 fax

Aspire Easement Vacation



N

0 0.1 0.2 mi

Printed: 12/27/2025

1 inch equals 0 miles

Scale: 1:3,914

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

HIGH DESERT SURVEYING, INC
591 25 Road, Suite B1
Grand Junction, CO 81505
Tel: 970-254-8649 Fax: 970-241-0451

Exhibit A
Drainage Easement Boundary
Legal Description

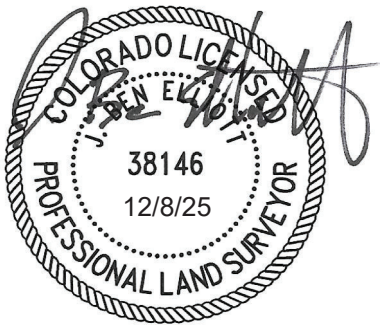
A Drainage Easement boundary line situated in Lot 1, Block 2, Tracys Village Subdivision, Reception No. 3042167, lying in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 26, Township 1 South, Range 1 West of the Ute Meridian being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 1, Tracys Village Subdivision, whence the Southwest corner of said Lot 1 bears N89°52'19"W for a basis of bearings with all bearings hereon relative thereto; thence along the South line of said Lot 1, N89°52'19"W a distance of 14.00 feet to the West line of a 14.00 foot wide Multipurpose Easement, Reception No. 2178170; thence along said West line, N00°05'36"W a distance of 69.84 feet to the North line of a proposed 20.00 foot wide Drainage Easement and the POINT OF BEGINNING; thence along said North line the following three (3) courses:

1) S89°50'26"W a distance of 15.59 feet;
2) S55°45'11"W a distance of 88.14 fee;
3) N89°52'19"W a distance of 936.99 feet to the West line of said Lot 1;

thence along said West line, N00°07'36"E a distance of 10.00 feet; thence along the South line of said Lot 1, N89°52'24"W a distance of 31.61 feet; thence N67°13'40"W a distance of 41.84 feet to the POINT OF TERMINUS.

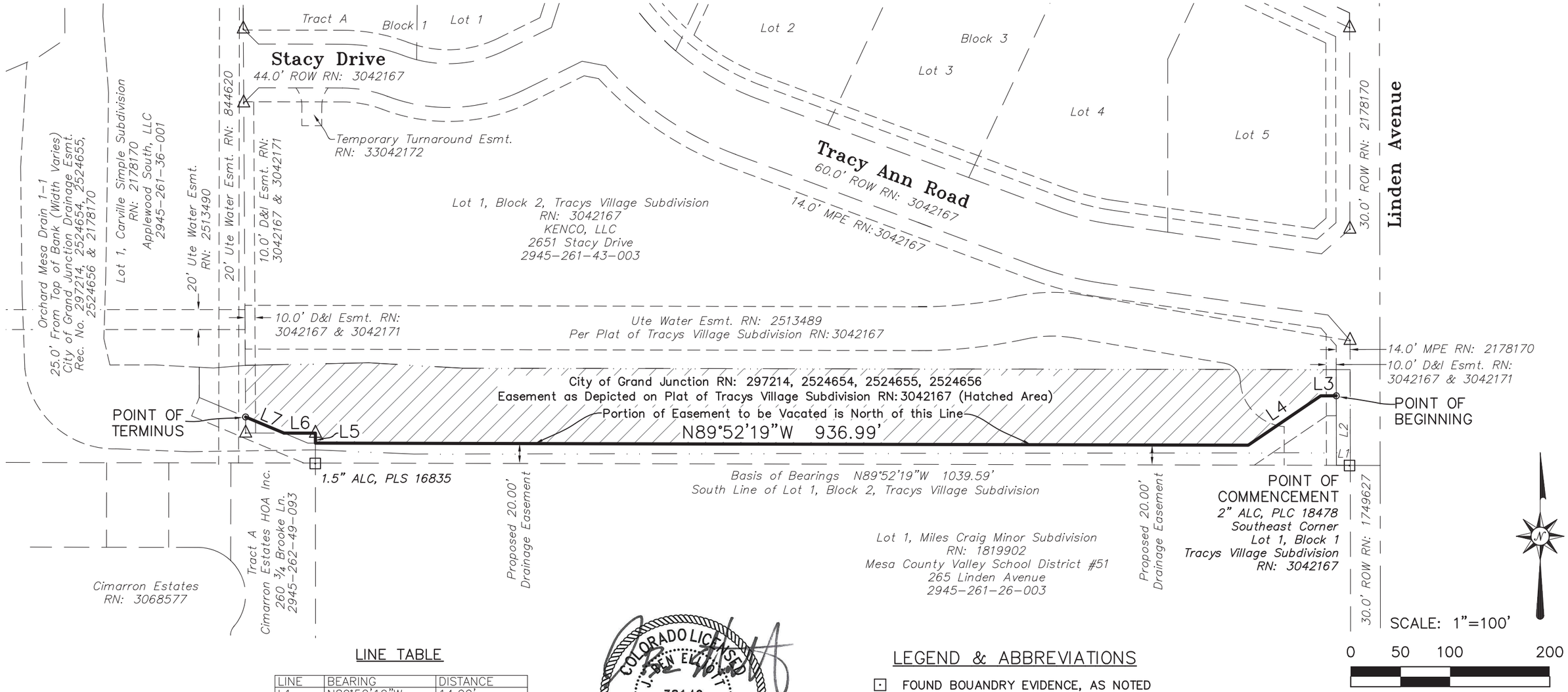
City of Grand Junction, County of Mesa, State of Colorado.



25-11 City GJ Esmt Vacation_Exhibit A_251208.doc
J. Ben Elliott, PLS 38146
High Desert Surveying, Inc.

EXHIBIT B

EASEMENT BOUNDARY



LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°52'19"W	14.00'
L2	N00°05'36"W	69.84'
L3	S89°50'26"W	15.59'
L4	S55°45'11"W	88.14'
L5	N00°07'36"E	10.00'
L6	N89°52'24"W	31.61'
L7	N67°13'40"W	41.84'

COLORADO LICENSED
KEN ELLIOTT
38146
12/8/25
PROFESSIONAL LAND SURVEYOR

LEGEND & ABBREVIATIONS

- ⊡ FOUND BOUANDRY EVIDENCE, AS NOTED
- △ FOUND 2" ALUMINUM CAP, PLS 24953
- ○ CALCULATED POSITION
- *D&I* DRAINAGE AND IRRIGATION
- *ROW* RIGHT-OF-WAY
- *PLS* PROFESSIONAL LAND SURVEYOR
- *RN:* RECEPTION NUMBER
- *Esmt.* EASEMENT
- *MPE* MULTIPURPOSE EASEMENT
- *ALC* ALUMINUM CAP

High Desert Surveying, Inc.
591 25 Road, Suite B1
Grand Junction, Colorado 81505
Telephone: 970.254.8649 Fax 970.241.0451

PROJ. NO. 25-11	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: December, 2025	*BE*	*BE*	–	1	1

GRAND JUNCTION PLANNING COMMISSION
January 13, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Thomas Lloyd (Planning Manager), Jessica Johnsen (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), Tim Lehrbach (Principal Planner), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 11 members of the public in attendance, and 5 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from December 23, 2025.
2. **Lowell Village Phase 2 Subdivision Extension** **SUB-2019-687**
   Consider a request by Jeremy Nelson of Grand Junction ReGeneration LLC (owner) – to extend the plat recording deadline for the Lowell Village Phase 2 Subdivision, 32 lots on 1.63 acres in an MU-3 (Mixed Use Downtown) zone district.
3. **Aspire Residential Easement Vacation** **VAC-2025-61**
   Consider a request to partially vacate a Drainage Canal Easement and Easement for Pipeline for the City of Grand Junction located at 2651 Stacy Drive on a 7.10-acre parcel in an RH-24 district to accommodate the construction of three, three-story, 24-unit apartment buildings - **This item to be moved to the January 27th, 2026, Planning Commission Hearing**

Commissioner Quintero moved to approve the Consent Agenda.

Commissioner Moore seconded; motion passed 5-0.

REGULAR AGENDA

1. **Fox Grove Subdivision Annexation** **ANX-2025-421**
   Consider a request by Grand Junction Real Estate Investments, LLC to zone 4.88 acres located at 3071 E 1/2 Road from Mesa County Residential Single Family - 4 District (RSF-4) to Residential Medium 8 (RM-8) located at 3071 E 1/2 Road.

Staff Presentation

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Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Weckerly clarified that the additional exhibit being added to the record was a revision to Exhibit 6 regarding the acreage of the parcel.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public hearing was closed at 5:44 p.m. on January 13, 2026.

Discussion

Motion and Vote
Commissioner Zyvan made the following motion "Madam Chair, on the Zone of Annexation request for the property located at 3071 E 1/2 Road, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report."

Commissioner Quintero seconded; motion passed 5-0.

2. Lucky Me Center Rezone RZN-2025-293

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road.

Staff Presentation
Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Zyvan asked why the application was being considered as one item given the various zoning of the parcels being rezoned.

Chair Weckerly indicated there was a typo with the public notice and the wrong zoning was provided (a parcel presently zoned RM-8, not RM-12). Staff offered that since the typo was for the previous zoning and what was indicated was a higher density zone, it was not an issue, the City Attorney advised that the Planning Commission as the decision maker could determine if the

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notice was sufficient. It was clear in the notice that the request was to change to MU-2. The Planning Commission was comfortable that the notice was sufficient.

Kim Kerk with Kim Kerk Land Consulting & Development spoke on behalf of the applicant and provided a brief summary of the project.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:01 p.m. on January 13, 2026.

Commissioner Moore read an email exchange between Gregg Palmer and Trent Prall about the adjacent intersection at 29 Rd and Patterson Rd.

The public hearing was closed at 6:04 p.m. on January 13, 2026.

Discussion
There was no additional discussion among the Commissioners.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Rezone request for the property located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293, 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 Ehlers seconded; motion passed 5-0.

3. Morelli Annexation ANX-2025-192

Consider a request by the Morelli Family Trust, U/A dated October 21, 2022, and Carla Morelli-Saurdiff to zone 2.56 acres from Mesa County Residential Single Family – 4 (RSF-4) to Mixed-Use Light Commercial (MU-2), Located Between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
There were no questions for staff.

Public Hearing

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The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public hearing was closed at 6:09 p.m. on January 13, 2026.

Discussion
There was no additional discussion among the Commissioners.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Zone of Annexation request for the property located 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report."

Commissioner Zyvan seconded; motion passed 5-0.

4. C ½ Road Gravel Pit CUP Extension CUP-2021-616

Consider a request to extend Planning Commission's conditional approval from August 22, 2023, of a Conditional Use Permit (CUP) to Allow Sand and Gravel Extraction on a Total of 27.8 acres in a Public, Civic, and Institutional Campus (P-2) Zone District Located at 2855 C 1/2 Road.

Staff Presentation
Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by the State of Colorado Department of Parks and Wildlife regarding the Riverfront Trail on the South side of the parcel.

Questions for Staff
Commissioner Quintero asked when the CUP was originally issued.

Mark Austin, with Austin Civil Group, spoke on behalf of the Applicant and provided some context for the extension request.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:23 p.m. on January 13, 2026.

There were no additional questions or comments for Staff or the Applicant.

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The public hearing was closed at 6:23 p.m. on January 13, 2026.

Discussion
Commissioner Ehlers commented that the late additions by the Colorado Division of Parks and Wildlife were refining the original approval.

Commissioners Zyvan and Quintero echoed Commissioner Ehlers comments.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the C ½ Road Gravel Pit to establish a Conditional Use Permit for a mining excavation operation, file number CUP-2021-616, I move that the Planning Commission approve the CUP with the findings of fact and conditions listed in the staff report."

Commissioner Ehlers seconded; motion passed 5-0.

5. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road - **This item was moved to the January 27th, 2026, Planning Commission Hearing**.

6. Zoning Code Amendments – Quarter 1 2026 ZCA-2025-753

Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of the Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, ROW Dedication, Multi-Unit Design Standards, Access to Public Streets, Open and Undeveloped Spaces, and Service and Storage Areas in the 24 Road Corridor.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Quintero asked about the nature of the requested code amendments and if the ultimate goal was just "cleaning up" the existing code language.

Commissioner Ehlers inquired about the proposed shared driveway amendments, including fire code standards, maximum driveway width, the requirements for HOA tract dedication rather than easements, and whether that requirement would necessitate the creation of an HOA.

Chair Weckerly asked if this change would be applied retroactively to parcels that are already accessed off a shared driveway.

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There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Moore asked why this amendment was proposed and if staff had an example for the necessity of this change regarding property ownership and shared access on shared driveways. Commissioner Ehlers continued this question and its relation to HOA creation.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Ehlers asked for clarity about the strikethroughs for storm drainage, retention, and detention ponds in GJMC 21.09.060(b)(3) and why the proposal did not reference the Storm Water Management Manual (SWMM).

Chair Weckerly asked why the stormwater detention facilities were required to be planted.

There was discussion about continuing the amendments to stormwater facilities to a future hearing.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

Henry Brown commented on the strikethrough to 21.05.050(d)(2)(ii) regarding building access and its relation to Plan Principals 5 and 6 of the Comprehensive Plan.

The public comment period was closed at 7:10 p.m. on January 13, 2026.

Staff responded to Mr. Brown's comments and provided context on the code amendments.

The public hearing was closed at 7:11 p.m. on January 13, 2026.

Discussion
Commissioner Zyvan asked about ADA code.

Commissioner Moore commented that the access questions posed by Mr. Brown were discussed in previous workshops and the existing language had unforeseen constraints on development whereas the amendments provided additional flexibility.

Motion and Vote
Commissioner Ehlers made a motion the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report with

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the exception that 21.05.020(e)(5)(ii) and 21.09.060 be remanded back to staff for further consideration.

Commissioner Moore seconded; There was discussion amongst the commissioners about Commissioner Ehler's motion.

Commissioner Ehlers withdrew the previous motion.

Commissioner Zyvan made the following motion: "Chair, on the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report, remanding back Section 21.09.060(b)(3) referring to storm drainage, retention, and detention ponds for further consideration by staff."

Commissioner Quintero seconded; motion passed 4-1.

7. Zoning Code Amendments – Bicycle Storage & Parking ZCA-2026-30

Consider a request by the Housing Affordability Code Task Force to Amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Bicycle Storage and Parking. She provided context for an additional exhibit that was submitted by John Gargasz, the developer for the Aspire Residential Multiunit development.

Staff Presentation

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by John Gargasz, the developer for the Aspire Residential Multi-unit development.

Questions for Staff

Commissioner Moore asked for clarification on the strikethrough for Subsection 2 of the Staff prepared alternative.

Commissioner Zyvan asked if there was a typo on the measurements in the short-term parking table. He asked what "enclosed" meant in regard to long-term bicycle parking and if it required the parking to be covered.

Members of the Housing Affordability Code Task Force (HACTF) provided some context for the request.

Commissioner Ehlers asked the applicant to summarize what was being requested by the HACTF.

Chair Weckerly noted that there were two prepared motions, and that either could be modified if the Commission so chose.

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There was additional discussion regarding the long-term bicycle parking and its impact on housing affordability.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

David Lehman commented that the HACTF has failed to show how reduced costs for builders would make housing more affordable and agreed with Staff's findings that the request did not meet the goals of the Comprehensive Plan.

Henry Brown noted that HACTF presented no concrete metrics or figures for the cost of long-term bicycle parking and spoke about the difference in maintenance costs related to cars vs. bicycles. He commented that the current utilization of the bike parking at the "Slate on 25 Road" was impressive given the state of the surrounding cycle infrastructure.

Mark Austin with the HACTF provided context on the differing costs of long-term bike parking that he had stated earlier.

Mike Foster with the HACTF agreed with Mr. Brown's comments on existing cycle infrastructure but argued that the parking should be added as needed once the infrastructure was in place.

McKenzie Thorn with the HACTF asked what else they would put in the bike storage and commented that the current bike storage was not used, but if it was used for something else in the future it could be a safety issue.

The public comment period was closed at 8:41 p.m. on January 13, 2026.

Commissioner Moore asked if the $4800 amount that was provided was for individual lockers at the Community Recreation Center.

Staff noted that the Zoning code does not give specific amounts required for bicycle storage, only that it is required. The developer has flexibility as to the design.

The public hearing was closed at 8:43 p.m. on January 13, 2026.

Discussion
Commissioner Ehlers reiterated the HACTFs comments that there is low utilization of the long-term bike parking at this time. He noted that the code language on providing bike parking ultimately determines who will pay for it. He disagreed with how bike parking was previously interpreted and implemented.

Motion and Vote
Commissioner Ehlers made a motion to approve Staff's alternative recommendations with the removal of the amendments to long-term bike parking.

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Commissioner Quintero seconded; there was discussion about how to proceed with Commissioner Ehler's motion.

Motion failed 3-2.

Commissioner Ehlers made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report."

Commissioner Zyvan seconded; Commissioner Moore suggested amending the motion to remand the long-term bicycle parking back to staff.

Staff clarified that the amended motion would leave the current code language for long-term bicycle parking.

Motion failed 2-3.

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report with the exception of long-term bicycle storage being reduced to 25% of the currently required ratios outlined in Table 21.08-5."

There was no second on that motion.

Chair Weckerly indicated that there would be no further discussion or motions for this item.

8. Zoning Code Amendments – Pedestrian Access ZCA-2026-31

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pedestrian Access.

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Moore asked for clarification on the "color and/or texture" requirements for pedestrian connections.

Commissioner Ehlers asked what a "curb extension" looked like in practice.

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Commissioner Zyvan had questions on a previous draft of the ordinance. He asked if there was still intention to keep crossings as short as possible and away from vehicle conflicts.

Mike Foster requested that the Commission approve the Staff's suggested amendments.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

Henry Brown voiced his support for staff's recommendations with the exception of the pedestrian crossing being exempted for industrial uses.

David Lehman echoed Henry's comments and requested the Commission approve Staff's recommendations.

The public hearing was closed at 10:03 p.m. on January 13, 2026.

Discussion
There were no additional comments or questions from the Commission.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code concerning pedestrian access, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report regarding the Staff's alternative recommendations."

Commissioner Ehlers seconded; motion passed 5-0.

9. Zoning Code Amendments – Fee Study Update ZCA-2025-737
Consider a request by the City of Grand Junction to Amend Section 21.02.070(11)(ii) of the Zoning and Development Code regarding Review and Update of the Fee Study.

Staff Presentation
Tamra Allen, Community Development Director, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
There were no questions for Staff.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

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The public comment period was closed at 10:09 p.m. on January 13, 2026.

Commissioner Zyvan asked if there were any guidelines proposed for when fees should be updated.

The public hearing was closed at 10:12 p.m. on January 13, 2026.

Discussion
There were no additional questions or comments from the Commission.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-737, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Zyvan seconded; motion passed 5-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.
The vote to adjourn was 5-0.

The meeting adjourned at 10:14 p.m.

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CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION PARTIALLY VACATING A DRAINAGE EASEMENT SEGMENT KNOWN AS ORCHARD MEA DRAIN I-1 FOR THE CITY OF GRAND JUNCTION LOCATED AT 2651 STACY DRIVE ON A 7.10 ACRE PARCEL IN A RH-24 DISTRICT

RECITALS:

KENCO, LLC has applied for the partial vacation of a Drainage Canal Easement and Easement for Pipeline for the City of Grand Junction located at 2651 Stacy Drive. If approved, the partial vacation will accommodate redevelopment of the property.

The Drainage canal Easement and Easement for Pipeline for the City of Grand Junction was originally given for an existing open ditch maintained and operated by OMID as Drain 1-1. As part of the proposed development of the property, the applicant has worked with the City to allow for piping the ditch and will install a newly constructed pipe in the south 20' feet of the drainage easement. There will be no impact on any public facilities and services with the relocation as designed.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of conditional approval by the Planning Commission, the Grand Junction City Council finds that the request to partially vacate the Drainage Canal Easement and Easement for a Pipeline is consistent with the Comprehensive Plan and Section 21.02.050(o) of the Grand Junction Zoning & Development Code with the conditions recommended by the Planning Commission.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED EASEMENT IS HEREBY PARTIALLY VACATED SUBJECT TO THE LISTED CONDITIONS:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents, and/or dedication documents.
2. The owner(s) of the property on which the vacation is requested are required to grant an easement for the irrigation and storm water drainage that clarifies the location of the installed pipeline. The easement is required to be at least 20' wide. This easement is required to dispute any possible issues because of the erroneous claim of the easement being only 25' either side of the top of bank.
3. The owner(s) of the property abutting to the west of the vacation must provide an irrigation storm water easement in the area where the pipe is installed and/or where the pipe will discharge water on the neighboring property to the satisfaction of City staff.
4. The new pipe must be installed and accepted by the City.

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5. The vacation resolution shall be void if the above conditions have not been met within two years of the City Council's approval of the vacation.

   A Drainage Easement boundary line situated in Lot 1, Block 2, Tracys Village Subdivision, Reception No. 3042167, lying in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 26, Township 1 South, Range 1 West of the Ute Meridian being more particularly described as follows:

   COMMENCING at the Southeast corner of said Lot 1, Tracys Village Subdivision,
   whence the Southwest corner of said Lot 1 bears N89°52'19"W for a basis of bearings with all bearings hereon relative thereto; thence along the South line of said Lot 1, N89°52'19"W a distance of 14.00 feet to the West line of a 14.00 foot wide Multipurpose Easement, Reception No. 2178170; thence along said West line, N00°05'36"W a distance of 69.84 feet to the North line of a proposed 20.00 foot wide Drainage Easement and the POINT OF BEGINNING; thence along said North line the following three (3) courses:

   1) S89°50'26"W a distance of 15.59 feet;
   2) S55°45'11"W a distance of 88.14 fee;
   3) N89°52'19"W a distance of 936.99 feet to the West line of said Lot 1;

   thence along said West line, N00°07'36"E a distance of 10.00 feet; thence along the South line of said Lot 1, N89°52'24"W a distance of 31.61 feet; thence N67°13'40"W a distance of 41.84 feet to the POINT OF TERMINUS.

   City of Grand Junction, County of Mesa, State of Colorado.

See Exhibit B.

The Conditions stated above shall be completed on or before the date two years from the date of adoption.

Introduced on first reading this _____day of _____, 2026 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2026 and ordered published in pamphlet form.

ATTEST:

_____ _____

Selestina Sandoval, City Clerk Cody Kennedy, Mayor

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HIGH DESERT SURVEYING, INC
591 25 Road, Suite B1
Grand Junction, CO 81505
Tel: 970-254-8649 Fax: 970-241-0451

Exhibit A
Drainage Easement Boundary
Legal Description

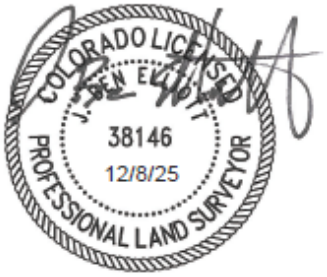
A Drainage Easement boundary line situated in Lot 1, Block 2, Tracys Village Subdivision, Reception No. 3042167, lying in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 26, Township 1 South, Range 1 West of the Ute Meridian being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 1, Tracys Village Subdivision, whence the Southwest corner of said Lot 1 bears N89°52'19"W for a basis of bearings with all bearings hereon relative thereto; thence along the South line of said Lot 1, N89°52'19"W a distance of 14.00 feet to the West line of a 14.00 foot wide Multipurpose Easement, Reception No. 2178170; thence along said West line, N00°05'36"W a distance of 69.84 feet to the North line of a proposed 20.00 foot wide Drainage Easement and the POINT OF BEGINNING; thence along said North line the following three (3) courses:

1) S89°50'26"W a distance of 15.59 feet;
2) S55°45'11"W a distance of 88.14 fee;
3) N89°52'19"W a distance of 936.99 feet to the West line of said Lot 1;

thence along said West line, N00°07'36"E a distance of 10.00 feet; thence along the South line of said Lot 1, N89°52'24"W a distance of 31.61 feet; thence N67°13'40"W a distance of 41.84 feet to the POINT OF TERMINUS.

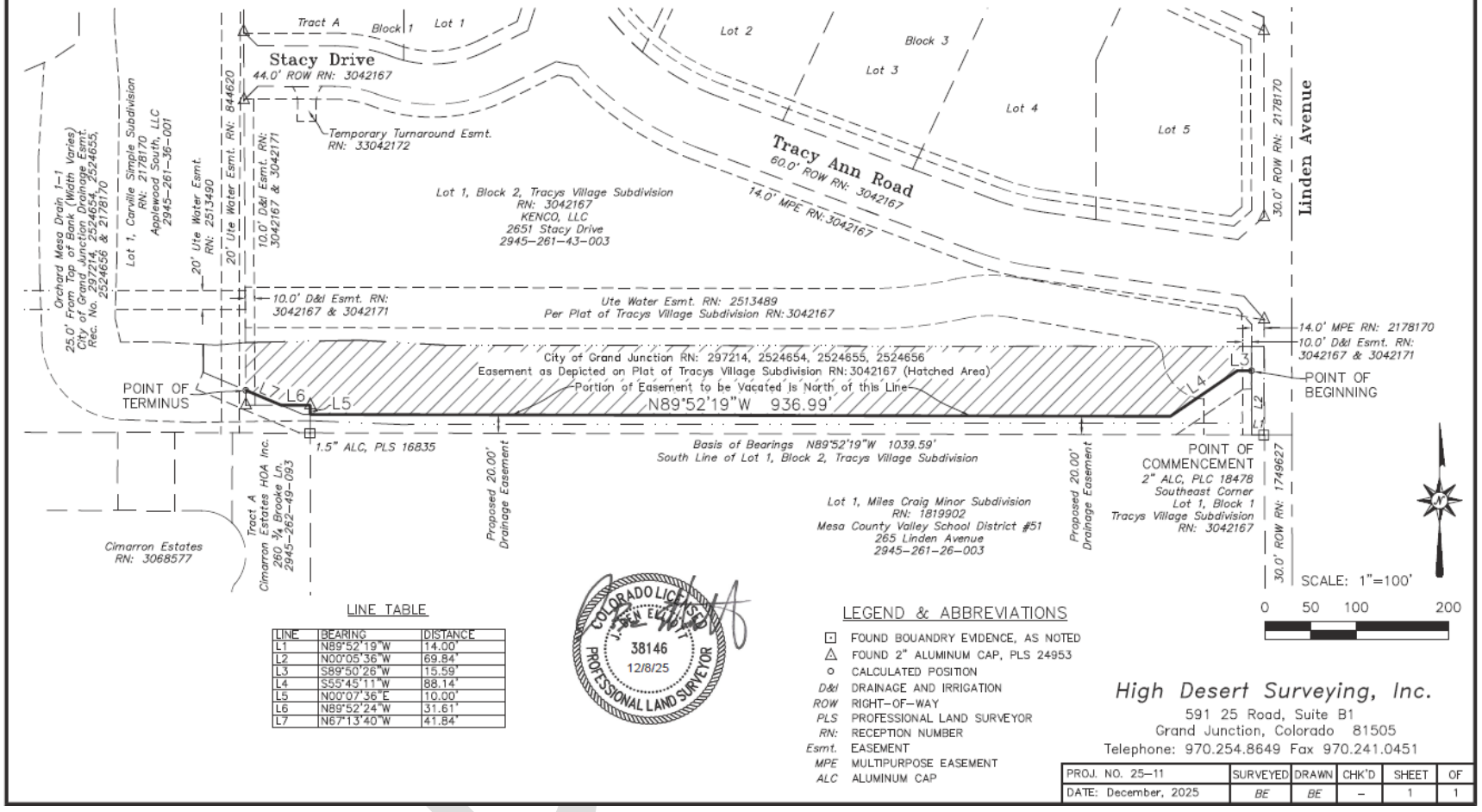
City of Grand Junction, County of Mesa, State of Colorado.



25-11 City GJ Esmt Vacation_Exhibit A_251208.doc
J. Ben Elliott, PLS 38146
High Desert Surveying, Inc.

EXHIBIT B

EASEMENT BOUNDARY



LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°52'19"W	14.00'
L2	N00°05'36"W	69.84'
L3	S89°50'26"W	15.59'
L4	S55°45'11"W	88.14'
L5	N00°07'36"E	10.00'
L6	N89°52'24"W	31.61'
L7	N67°13'40"W	41.84'

COLORADO LICENSED
JOSH EVERETT HOLT
38146
12/8/25
PROFESSIONAL LAND SURVEYOR

LEGEND & ABBREVIATIONS

- ⊡ FOUND BOUANDRY EVIDENCE, AS NOTED
- △ FOUND 2" ALUMINUM CAP, PLS 24953
- ○ CALCULATED POSITION
- D&I DRAINAGE AND IRRIGATION
- ROW RIGHT-OF-WAY
- PLS PROFESSIONAL LAND SURVEYOR
- RN: RECEPTION NUMBER
- Esmt. EASEMENT
- MPE MULTIPURPOSE EASEMENT
- ALC ALUMINUM CAP

High Desert Surveying, Inc.
591 25 Road, Suite B1
Grand Junction, Colorado 81505
Telephone: 970.254.8649 Fax 970.241.0451

PROJ. NO. 25-11	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: December, 2025	BE	BE	–	1	1

Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: March 4, 2026

Presented By: Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Execute a Funding Agreement with Housing Resources of Western Colorado for a $400,000 Award for the Acquisition of Property to Help Eligible Households Achieve Homeownership Within the City Limits of Grand Junction

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item authorizes the City Manager to execute a $400,000 City funding agreement with Housing Resources of Western Colorado to support the acquisition of +/-3 acres for development of 16-24 for-sale homes for households earning less than 120% AMI. This action is the final step to authorize funds that were allocated in the 2025 budget for the acquisition. The property is currently in process of being subdivided; the agreement is conditioned upon the subdivision being completed for the lot.

BACKGROUND OR DETAILED INFORMATION:

Housing Resources of Western Colorado (HRWCO) is developing an attainable workforce homeownership project consisting of between 16- 24 for-sale homes for households earning at or below 120% of Area Median Income (AMI). The project site, parcel address pending, is currently +/- 3 acres of the parcel located at 631 26 ½ Road, currently being subdivided and owned by American Lutheran Church (ALC). The infill location, near St. Mary's Hospital and existing infrastructure, supports efficient land use and aligns with the City's housing production goals.

In 2023, American Lutheran Church (ALC), in partnership with Housing Resources of Western Colorado (HRWC), first sought funding through the City's ARPA process. The

ARPA Housing Review Committee recommended that housing acquisitions be routed through a formalized City process with staff recommendation and scoring. In response, the City launched the Land and Building Acquisition Program (LAP) using ARPA funds. LAP provided funding for land/building acquisition for affordable housing; applications were accepted on a rolling basis, and projects that met expectations in all scoring categories were eligible for funding. ALC/HRWCO was among the early applicants and scored very well overall. However, to avoid a conflict of interest for City Council, Comprehensive Plan amendments and rezoning approvals were required before Council could consider funding. Subsequently, the LAP did not receive funding in 2024, and to date has remained unfunded.

Following completion of the required land use approvals in 2024, HRWC submitted a formal request in September 2024 to City Council seeking up to $500,000 through the 2025 budget process to assist with acquisition of the property. Through the City's annual budget adoption process (Ordinance 5240), Council approved $400,000 in one-time funding in the 2025 budget to support the acquisition.

The proposed Beneficiary Agreement formalizes the City's $400,000 award to HRWC for land acquisition. Funds will be disbursed by wire transfer at property sale closing. With the sale of each completed home, the acquisition funds will be recaptured and converted into permanent downpayment assistance loans administered through Com Act Housing Corporation, a subsidiary of HRWC, in accordance with the existing ARPA Beneficiary Agreement executed July 17, 2023. The total amount of downpayment assistance provided will equal or exceed $400,000 and will be spread across the final number of homes approved in the subdivision plat, creating a revolving assistance model to benefit future eligible buyers.

The Agreement includes a 30-year affordability covenant requiring that units be sold to households earning no more than 120% AMI (or in accordance with Proposition 123 guidelines or City affordable housing definitions as amended).

This action implements the City's 2024 Housing Strategy 3 by partnering with a demonstrated local housing provider to expand homeownership opportunities for working families. The project supports infill development, reduces a key cost driver through land acquisition assistance, and upon permitting, will contribute toward the City's Proposition 123 housing production commitments.

FISCAL IMPACT:

City Council approved $400,000 in the 2025 Housing Budget for Housing Resources of Western Colorado (HRWCO) to acquire the property. This action authorizes execution of a funding agreement and expenditure of the budgeted $400,000. No additional fiscal resources are required.

SUGGESTED MOTION:

I move to adopt Resolution No. 22-26, a resolution authorizing the City Manager to execute a Funding Agreement with Housing Resources of Western Colorado for a $400,000 award for the acquisition of property, contingent upon subdivision, to help eligible households achieve homeownership within the city limits of Grand Junction

Attachments

1. AGR-HRWC Acquisition with appendix
2. RES -HRWC Acquisition

BENEFICIARY AGREEMENT BY AND BETWEEN CITY OF GRAND JUNCTION, COLORADO, AND HOUSING RESOURCES OF WESTERN COLORADO, FOR A $400,000 AWARD FOR THE ACQUISITION OF PROPERTY TO HELP ELIGIBLE HOUSEHOLDS ACHIEVE HOMEOWNERSHIP WITHIN THE CITY LIMITS OF GRAND JUNCTION

THIS AGREEMENT (AGREEMENT) is made between the City of Grand Junction, a Colorado Home Rule Municipality (CITY), and Housing Resources of Western Colorado, (HRWC or BENEFICIARY).

Collectively the CITY and the BENEFICIARY may be referred to as the PARTIES.

RECITALS:

In September 2024, due to an urgent need for housing, Housing Resources of Western Colorado submitted a formal proposal (PROPOSAL) to City Council, for up to $500,000 for the acquisition of +/- 3 acres of land for the future development of affordable homeownership units (PROJECT) for a minimum of 16 units for households at or below 120% AMI. And, with the sale of units, the BENEFICIARY will convert the acquisition funds into permanent downpayment assistance loans in an amount equal to the total funds spread across the number of homes approved in the final subdivision plat per unit to eligible buyers. The PROPOSAL is incorporated into this agreement and attached as APPENDIX A.

The BENEFICIARY was selected for funding based on its demonstrated capacity, strong performance history, and direct alignment to the use of funds to support homeownership opportunities for low- and moderate- households.

Consistent with the City's annual budget process, as approved through Ordinance 5240, and utilizing one-time funding, the recommended award to the BENEFICIARY in the amount of four hundred thousand dollars ($400,000) is included in the 2025 budget to support the acquisition of real property located Insert Address of Parcel as more fully described in APPENDIX B (Property Legal Description).

The City Council found that those actions are consistent with the City's housing production goals and ensures housing affordability for local families.

On (insert month date), 2026, the City Council of the CITY approved this AGREEMENT by and with the adoption of Resolution xx-26 (RESOLUTION).

In consideration of the foregoing RECITALS and other good and valuable consideration the sufficiency of which is acknowledged, both for the making and the enforcement of this AGREEMENT, the BENEFICIARY and the CITY do agree to the terms of this AGREEMENT for the use of the AWARD for the purposes of the PROPOSAL and as otherwise required and provided in this AGREEMENT.

1. EFFECTIVE DATE AND TERM

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This Agreement shall commence when executed by all PARTIES and remain in effect until (insert date), 2056, (30 years) unless sooner terminated by the CITY in writing as contained herein.

2. AWARD TO BE PAID TO BENEFICIARY

The CITY will pay the BENEIFICIARY in accordance with this AGREEMENT the sum of four hundred thousand dollars ($400,000) by wire transfer at the closing point of sale for the property.

3. LIMITATIONS REGARDING THE USE OF THE AWARD

The BENEFICIARY shall ensure that the AWARD is expended in accordance with this AGREEMENT and shall be only for the purposes described in the PROPOSAL and in this AGREEMENT as follows:

A. The City will provide funds totaling $400,000 to acquire the real property located Insert Address for the development of the final number of homes approved in the final subdivision plat
B. Housing Resources of Western Colorado will construct a minimum of 16 homes on the lots. With the sale of every lot, the BENEFICIARY, will convert the acquisition funds into downpayment assistance loans through Com Act Housing Corporation, a subsidiary of HRWC, to eligible buyers equal to $400,000 total and spread across the number of homes approved in the final subdivision plat. These use of these converted funds as downpayment assistance loans shall be subject to the American Rescue Plan Act Beneficiary Agreement executed by the City and Com Act Housing Corporation July 17, 2023 and amended on April 4, 2024 attached as Appendix C. The amount of the individual downpayment assistance loan to each buyer may vary so long as the total of all loans equals or exceeds $400,000.

4. REPORTING REQUIREMENTS

To ensure compliance with this AGREEMENT and the purposes of the PROPOSAL, for the term of the agreement, the BENEFICIARY shall provide to the CITY an annual report (REPORT) on the utilization of the PROPERTY and FUNDS for and in support of the PROPOSAL and this AGREEMENT. The BENEFICIARY shall also provide, if requested, any backup documentation as may be requested or required by the CITY. The REPORT must include a written statement, signed by the BENEFICIARY, indicating that the use of the PROPERTY and funds comports with the PROPOSAL and this AGREEMENT.

5. Covenants

The PROPERTY and/or Recaptured Funds shall for a period of no less than 30 years be used by the BENEFICIARY or a CITY approved assignee of the BENEFICIARY with one or more of the following affordable characteristics:

All households will have eligibility requirements for the use of funds and/or purchase of units to households earning no more than 120% AMI, or in

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accordance with Proposition 123 guidelines or City of Grand Junction affordable housing definitions as amended; as the same is determined through the program eligibility certification process, as outlined in its Board-approved loan program policies.

The REPORT shall further express that the BENEFICIARY, while maintaining ownership of the PROPERTY, is maintaining the PROPERTY in a safe, sanitary, and habitable condition and that the PROPERTY has not incurred, in the REPORT period, any structural defect(s), building code violation(s) or life safety issue(s) rendering the PROPERTY or any portion thereof to be unsafe or uninhabitable.

The BENEFICIARY shall provide the CITY evidence of Commercial General Liability insurance with an insured amount of $1,000,000 per occurrence and $2,000,000 aggregate limits which will extend to vacant land and covers premise liability for those properties.

To ensure that the PROPERTY is used for the purposes described in the PROPOSAL and this AGREEMENT, the AGREEMENT or a memorandum thereof shall be recorded in the Mesa County land title records until lots are transferred to individual homeowners. With the point of sale of future lots, the funds shall be recaptured and utilized as a revolving downpayment assistance program for future homeowners.

6. Event(s) of Default/Material Adverse Change

Event of Default/Material Adverse Change is(are): (a) change in the BENEFICIARY's financial condition, operations, assets, liabilities, or business of the BENEFICIARY such that its use of the PROPERTY does not fully comport with the PROPOSAL and this AGREEMENT; or (b) the BENEFICIARY fails to perform its obligations arising out of or under this AGREEMENT.

The BENEFICIARY may use proceeds derived from the sale/financing/refinancing of the PROPERTY to convert to downpayment assistance funds to assist future homebuyers with acquisition of affordable housing units.

In the event of any Default/Material Adverse Change by BENEFICIARY under this AGREEMENT or any material adverse change affecting BENEFICIARY's ability to perform its obligations, the City may exercise any and all rights and remedies available at law or in equity, including recovery of damages and losses and the pursuit of specific performance, injunctive relief, or other equitable relief. Except where immediate action is reasonably necessary to prevent imminent harm, preserve public funds, or maintain compliance with applicable law, the CITY shall provide BENEFICIARY written notice describing the Default in reasonable detail and, if the Default/Material Adverse Change is capable of cure, BENEFICIARY shall have thirty (30) days from receipt of such notice to cure the Default to the City's reasonable satisfaction; provided, however, that if the Default/Material Adverse Change cannot reasonably be cured within thirty (30) days but BENEFICIARY commences cure within such period and thereafter diligently prosecutes cure to completion, the cure period shall be extended for a reasonable

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time not to exceed an additional thirty (30) days. If BENEFICIARY fails to timely cure (or commence and diligently pursue cure, if applicable), the City may immediately pursue any remedy available to it, and all remedies are cumulative and may be exercised separately or concurrently.

7. TERMINATION

This AGREEMENT will terminate after the BENEFICIARY's full and complete performance of the provision of housing/housing services contemplated by the PROPOSAL and this AGREEMENT.

The City may terminate this Agreement, in whole or in part, for convenience and without cause, upon thirty (30) days' prior written notice to BENEFICIARY (or such shorter period as the City may determine is necessary to protect the public interest). Upon receipt of a termination notice, BENEFICIARY shall immediately cease incurring new costs or obligations chargeable to City funds, shall take reasonable steps to wind down activities under this AGREEMENT in an orderly manner, and shall, within thirty (30) days after the effective date of termination (or sooner upon the CITY'S written request), provide a final accounting of all City funds received and expended and return to the CITY all CITY funds then held by BENEFICIARY that are unexpended, uncommitted, or otherwise not lawfully due and owing under this AGREEMENT. Termination under this section shall not relieve BENEFICIARY of its obligations accrued prior to the effective date of termination, including obligations to account for and return CITY funds, nor shall it limit any rights or remedies the CITY may have at law or in equity.

8. INDEPENDENT CONTRACTOR

Neither the CITY nor the BENEFICIARY shall be deemed by virtue of this AGREEMENT to be engaged in an association, partnership, joint venture, or a relationship of principal and agent, or employer and employee. The BENEFICIARY shall not be, or be deemed to be, or act or purport to act, as a partner, employee, agent, or representative of the CITY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The BENEFICIARY agrees to defend, indemnify, and hold the CITY, its officers, officials, employees, and agents harmless from and against any and all claims, injuries, damages, losses or expenses, whether in contract or tort, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to the BENEFICIARY's performance, or failure to perform, under this AGREEMENT. The BENEFICIARY's obligation to indemnify and hold the CITY its officers, officials, employees, and agents harmless shall survive the expiration or termination of this AGREEMENT. Nothing in this AGREEMENT shall serve as a waiver of the CITY's governmental immunity under C.R.S. § 24-10-101, *et seq*.

10. COMPLIANCE WITH LAWS

The BENEFICIARY shall comply with all applicable federal, state, and local laws and all requirements regarding the receipt and expenditure of the AWARD and the use of the PROPERTY and/or funds.

11. MAINTENANCE AND AUDIT OF RECORDS

The BENEFICIARY shall maintain records, books, documents, and other materials relevant to its performance, or non-performance, under this AGREEMENT. Records, including but not limited to those informing the REPORT, shall be subject to inspection, review, and audit by the CITY or its designee(s) for three (3) years following termination of this AGREEMENT. If it is determined during the course of the audit that the BENEFICIARY failed to expend any or all of the AWARD for any purpose other than performing the work/services as provided in the PROPOSAL and this AGREEMENT, or if the BENEFICIARY fails to substantially perform as provided in the PROPOSAL and this AGREEMENT, the BENEFICIARY shall reimburse the CITY for each, every, and all improper and/or unmade expenditure(s). The BENEFICIARY agrees to make such reimbursement(s) to the CITY within 30 days of a written request(s) made to the BENEFICIARY.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the Unites States Postal Service postage fully prepaid, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

BENEFICIARY

COMACT HOUSING CORPORATION
Attn: Emilee Powell
542 30 Road, Suite 3
Grand Junction, CO 81504

CITY
Attn: City Manager
250 N. 5th Street
Grand Junction, CO 81501

13. IMPROPER INFLUENCE

The BENEFICIARY warrants that it did not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking or obtaining this AGREEMENT.

14. CONFLICT OF INTEREST

DRAFT

The elected and appointed officials and employees of the CITY warrant that they individually and collectively have no, and shall not have, any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. SURVIVAL

The provisions of this AGREEMENT that by their purpose should survive expiration or termination of the AGREEMENT shall so survive. Those provisions include without limitation Hold Harmless and Indemnification and Maintenance and Audit of Records.

Nothing in this agreement shall prevent the CITY from any relief or causes of action in law or equity related to a breach of this agreement.

16. AMENDMENT

No amendment or modification to the AGREEMENT shall be effective without prior written consent of the authorized representatives of the Parties.

17. GOVERNING LAW; VENUE

This AGREEMENT shall be governed in all respects by the laws of the State of Colorado, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the AGREEMENT may be instituted and maintained only in a court of competent jurisdiction in Mesa County, Colorado.

18. NON-WAIVER

No failure on the part of the CITY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein and at law or in equity are cumulative and not exclusive.

19. BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the Parties.

20. ASSIGNMENT

The BENEFICIARY shall not assign or transfer any of its interests in or obligations under this AGREEMENT without the prior written consent of the CITY.

21. ENTIRE AGREEMENT

This AGREEMENT together with the attachments and exhibits constitutes the entire agreement between the CITY and the BENEFICIARY for the use of the AWARD paid/received under this AGREEMENT.

22. NO THIRD-PARTY BENEFICIARIES

DRAFT

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this AGREEMENT. Any benefit to any person(s) is incidental to the AGREEMENT and/or the BENEFICIARY's fulfillment of the AGREEMENT.

23. CIVIL RIGHTS COMPLIANCE

The BENEFICIARY shall meet legal requirements relating to nondiscrimination. Those requirements include ensuring that the BENEFICIARY does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., the Department implementing regulations at 31 CFR part 23, and the Colorado Anti-Discrimination Act.

24. SEVERABILITY

If one or more provisions of this AGREEMENT shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the AGREEMENT shall remain in full force and effect and the invalid provisions shall be deemed severed.

25. AUTHORIZATION

By signing the BENEFICIARY and the CITY represent and warrant to the other that the signer has the full power and authority to execute this AGREEMENT on behalf of the entity for whom he/she signs and to bind that entity to the terms hereof.

BENEFICIARY:

Housing Resources of Western Colorado

By: _____ Date: _____
Emilee Powell, Executive Director

City of Grand Junction Colorado

By: _____ Date: _____
Mike Bennett, City Manager

DRAFT

Housing Resources

?NNCL B6V ?

Npmnmq_j Jcrrcp rm Agrw Ams l agj

September 10, 2024

The Honorable Abe Herman, Mayor
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mayor Herman:

We are writing to respectfully request the City of Grand Junction's assistance in a proposed affordable homeownership project on behalf of American Lutheran church and Housing Resources of Western Colorado.

Housing Resources of Western Colorado (HRWCO) would like to pursue an affordable homeownership project of +/- 24 homes for eligible households earning at or below 120% AMI. We are requesting a total of $500,000 to purchase 3+ acres to develop into lots to build these homes. This property sits to the north of St. Mary's hospital, one of Mesa County's largest employers, and is currently owned by American Lutheran Church (ALC), who plans to split the parcel and would like to sell a portion to Housing Resources for this purpose.

American Lutheran Church has gone through the process to have the parcel rezoned to accommodate a land split and the development of the western portion of the land for affordable housing. The ALC land now meets the zoning requirements for the proposed project, and time is of the essence. The ALC leadership has been patient with this process, hoping to utilize that land for affordable housing. But financially and operationally, they can only wait so long before they will have to list the property general and sell without regard to the eventual use.

The project applied to the City twice in the recent past. Initially the ARPA Committee referred all acquisition ideas to a newly created Land Acquisition Program. On the second request, with the LAP was established, staff didn't forward it to Council for scoring because the land didn't have the needed zoning. Despite these setbacks, HRWCO is still hoping to acquire this land to further our affordable housing mission. Unfortunately, we don't have the available working capital to both acquire the land

and fund the pre-development costs of engineering and design. Any funding we receive from the City would be used for acquisition and then ultimately passed on to the eventual homebuyers in the form of deferred assistance at resale.

Given the merit of the project and the timeline restrictions, we would be grateful for the City's consideration of this project as worthy of funding. Our staff will be pleased to talk with you or any City staff about this project.

Thank you again for your time and consideration of this request.

Sincerely,



Emilee Powell

Executive Director



Pastor Valerie Carlson

American Lutheran Church

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JCE?J BCQAPGNRGML MD NPMNCPRW

RFC J?LB PCDCPPCB RM FCPCGL GQ QGRS?RCB GL RFC Agrw md Ep_ l b Hs l argm l AMSLRW MD* K cq_ ?LB GQ BCQAPG@CB ?Q DMJJMUQ8

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION 20-23

AUTHORIZING THE CITY MANAGER TO MAKE AMERICAN RESCUE PLAN ACT (ARPA) GRANT AWARDS TO GRAND VALLEY CATHOLIC OUTREACH AND HOUSING RESOURCES OF WESTERN COLORADO

RECITALS:

With the adoption of Resolution No. 32-22 the City Council created and charged a community advisory board with assisting the City to determine how to best appropriate and expend American Rescue Plan Act (ARPA) "recovery funds." Over the course of eight months in 2022 the Committee reviewed applications for, and made recommendations on, awarding approximately $9,000,000 that the City received in Federal funds. Those funds, which were made available to the City under the American Rescue Plan Act, have at the City Council's direction to the Committee been considered for use in support of mental and behavior health, housing, and homelessness programs and services.

At the Council's December 20, 2022, work session, the Council heard from six applicants all of which the Committee had reviewed and recommended for funding. One applicant withdrew and of the five remaining applicants, City Council requested additional information from three applicants.

At its February 13, 2023, work session the Council continued its deliberations on funding the pending applications; however, because two of the applications were deemed complete and the intended purposes of the funds are consistent with the City's homelessness and housing goals, the Council directed this resolution be drawn and considered at its February 15, 2023 meeting, and that an appropriation ordinance be introduced in first reading at the same meeting.

As the ARPA funds have been determined by the City to be pandemic revenue replacement, as provided by the applicable rules, and the City Council is vested with the authority to determine how those funds may be expended, the City Council by and with this Resolution affirms and directs the execution by the City Manager of a notice of award of $1,000,000 to Grand Valley Catholic Outreach for its Mother Teresa House project and a notice of award of $1,000,000 to Housing Resources of Western Colorado for its revolving loan fund.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the foregoing notices and amounts with payment of said sums of money being contingent on Ordinance No. 5131 being approved and

becoming effective and consequentially making a supplemental appropriation to the City's 2023 budget, as described in that Ordinance.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute notices of award of American Rescue Plan Act funds in the amount of $1,000,000.00 for Grand Valley Catholic Outreach and Housing Resources of Western Colorado as provided herein, as recommended by the ARPA Committee, and as further described in the application of each organization.

Abe Herman
Council President Pro Tem

ATTEST:

Amy Phillips
City Clerk

Print

Letter of Interest for Utilization of American Rescue Plan Act Funding - Submission #982

Date Submitted: 7/25/2022

Area of Concentration (check one):*

- [x] Housing
- [x] Homelessness
- [ ] Mental/Behavioral Health

Name of Organization/Entity

Grand Valley Catholic Outreach

Name*

Karen Bland

Email Address*

kabland@juno.com

Address

541 1/2 23 Road

City

Grand Junction

State

CO

Zip Code*

81507

Phone Number*

9702638121

Community Impact*

Cityâ€™s Needs and Impact: Affordable housing and Housing for those who are Homeless are major concerns for the City of Grand Junction. Mother Teresa Place, a supportive housing development of 40 units for those who are homeless, will address Affordable Housing as residents will have approximately 27% or less of the AMI for a Grand Junction single person and will pay no more than 30% of their income in rent. The City has proposed a goal of 45-75 affordable units for the coming year. Mother Teresa Place will provide 53% of that goal. The cityâ€™s comprehensive plan includes a redevelopment of the south portion of the downtown area. Mother Teresa Place will be constructed in that area and will add to its beautification (as it has done with its two other supportive housing campuses). Number served: Mother Teresa Place will serve 40 Grand Junction citizens who are homeless. As some residents reach a level of stability that allows them to opt for housing in other areas of the city, other persons who are homeless will take their places. None of those to be served will be capable of acquiring housing under current conditions as their income level fluctuates between $600 and $800 a month. One-bedroom apartments in Grand Junction are currently listed over $1,000 a month. (Almost Home Guide, 2022) A further area identified to benefit from ARPA funds is Mental and Behavioral Health. 100% of those who are chronically homeless suffer with either or both mental and behavioral health issues. A majority have physical health issues as well. These are well documented conditions that afflict persons who are homeless. They either become homeless as a result of these conditions or such conditions set in as their period of homelessness increases and they struggle to survive.

Describe the impact of your project and how it will address the city's needs. At a minimum, describe how many people the project is expected to serve, their level of need, the AMI and/or population served. (300 words)

Readiness*

Mother Teresa Place is currently (July 2022) in the schematic design phase. Architects have held meetings with the City Planners and the building committee, and the design adheres to required codes and program needs. Through the rest of this summer cost estimates will be acquired and the design development is scheduled to be completed this fall. If sufficient funding is acquired, we anticipate ground blessing and ground breaking yet in 2022. Vouchers have been requested of the Department of Housing (DOH) and from the Grand Junction Housing Authority for the 40 apartments that will assure the rental cost to residents is no more than 30% of their income. A grant from the DOH will assist with the costs for case management and other supportive services for the residents. With the escalating cost of construction we continue to look for funding for construction. The City of Grand Junctionâ€™s purchase of the lots upon which Mother Teresa Place will be built has proven to be a strong impetus towards others responding to a request for monetary and in-kind assistance. Although more than $5 million has been raised from local donors, funding is also being sought through grants with the Department of Housing and several foundations towards an estimated cost between 8 and 9 million (unless construction costs decrease). A generous grant from the city will be a strong impetus toward being awarded a grant from the Colorado Department of Housing.

Describe the project timeline, whether the project is dependent on other grant funding or entitlements and whether any other uncertainties exist for the project. (250 words)

Capacity to Perform*

Catholic Outreach has been providing emergency and transitional housing for people/families for thirty-two years and 63 units of supportive housing for the past fifteen years: the â€œTâ€ House, agency leased homes, and St. Benedict Place and St. Martin Place, which, together, provide 63 apartments for people who have been chronically homeless. These supportive housing complexes have served to transform lives (and transformed the neighbors in which they are located). Catholic Outreach provides a Director of Housing, case manager, and campus caretakers for each development and will do likewise for Mother Teresa Place. In addition, Hilltop will partner with Catholic Outreach by providing and training personnel for case management and supervision. Catholic Outreach maintains a facilities management team which will be augmented to cover the operation of Mother Teresa Place. Mother Teresa Place will be overseen by Sr. Karen Bland, Executive Director, and managed by Lindy Hodges, Director of Housing

Describe your organization's experience with and capacity to implement the proposed project. Please include the name and position/title of the person who will manage the project. (200 words)

Project Budget and Leverage of Funds*

We are requesting a capital expenditure grant of $3,000,000 for this project â€“ with a minimum of $1,000,000. With these funds we still must raise additional dollars as costs continue to escalate. Each apartment will be fully furnished for the residents since persons who are homeless do not have those items necessary to make a home. Recurring expenses and maintenance will be covered by the rental fees paid by each resident. Partnerships are established with contractor and sub-contractors via a request for a donation on their part. As noted in the estimated budget line, a number of preliminary services have already been donated. Partnerships have been forged with the City of Grand Junction and with Hilltop who will provide counseling and case management services and with MindSprings who provide pre-application counseling to prospective tenants. Funding will be leveraged additionally from the Department of Housing and several foundations whose areas of interest include supportive housing. Some staffing costs will be covered by a grant from DOH that is currently in their review cycle. Estimated Budget (Preliminary) (Estimated costs are three to four million below similar supportive housing projects built in other parts of the state.) Acquisition Costs Land $826,106 ($825,000 donated0 Site Improvement $36,769 (+ $10,485 donated) Professional fees Architect $71,200 (20% donation) Engineering $3,000 ($1,650 donated) Attorney $75,000 (donated) Surveys $1,700 Testing $9,685 (+ $7,500 donated) Construction Cost (estimated at $300/sq ft = $8,460,000 Construction Insurance $75,000 Soft Costs (furnishings 40 units) = $200,000

Include the amount requested as well as the minimum amount of funding needed for a viable project, an estimated budget, whether this is a one-time capital expenditure or a re-occurring expense over a period of time, and what partnerships and other funding will be leveraged for this project. A full project budget is not required at this time, but if available may be attached. If additional details are available regarding budgetary line items such as revenues, expenditures, staffing costs, construction costs, financing, funding partners, etc. please include or attach those documents with this letter of interest. (250 words)

Long-term Sustainability*

Long term sustainability will mirror the two supportive housing campuses that Catholic Outreach has operated for fifteen years (St. Benedict and St. Martin) through positive fiscal management. Mother Teresa Place will have a covenant that requires it to serve those who are homeless for a specific period of time â€" usually 25-30 years. A five-year Tenant Support Service grant that is renewable will help provide supportive services to residents. Resident rental income and vouchers will serve to cover operational costs (maintenance) and salaries for plant oversight. Each year Catholic Outreach receives donations designated toward our housing programs. Several foundations fund specific requests for the sustainability of both structures and programs. These foundations will be approached as needed. Our two current supportive housing projects carry no mortgages have never ended a fiscal year with a deficit.

Describe your plan for continuing this project, program, or service into the future. Include details on a funding plan e.g., existing resources, future grants, donor support or other means of maintaining this project or program in the long-term. (200 words)

Upload Supplemental Documents

July photo.pdf

Print

Letter of Interest for Utilization of American Rescue Plan Act Funding - Submission #1075

Date Submitted: 8/9/2022

Area of Concentration (check one):*

- [x] Housing
- [ ] Homelessness
- [ ] Mental/Behavioral Health

Name of Organization/Entity

Housing Resources of Western Colorado

Name*

Emilee Powell

Email Address*

emileep@hrwco.org

Address

524 30 Road Suite 3

City

Grand Junction

State

CO

Zip Code*

81504

Phone Number*

9707739738

Community Impact*

Housing Resources requests $1,000,000 to capitalize a purchase assistance revolving loan fund, making homeownership attainable to low-income Grand Junction residents. The award will fund deferred 0% interest loans of $25,000 to eligible households, with no monthly payment. This program addresses one of the impacts of COVID: the dramatic increase in homeownership costs. Since June 2020, the median home price has jumped 41% from $285,000 to $401,190. In keeping with ARPA SLFRF requirements, the funds would be targeted to households below 80% AMI. A household of 3 making 70% AMI (a good target for under 80% AMI) has income of $51,800 and could afford a home price of about $240,000 using standard assumptions of an FHA loan. Current property listings show 57 homes (single family, condos, townhomes and mobilehomes) under that limit, and only 11 of them are single family. With $25,000 of purchase assistance, purchasing power increases to about $284,000, the effect of both the direct assistance and the ability to use a conventional loan instead of a high cost FHA loan. With that higher limit, 83 properties are currently listed, 25 of which are single family. Housing Resources would also assist clients to access the Stateâ€™s DPA program, providing another $25,000. With a $309,000 purchasing power, buyers would have 130 total homes available, 62 of which are single family. Boosting purchasing power into that $300,000 range dramatically increases the options and makes homeownership far more attainable. With $1,000,000, Housing Resources could assist about 40 households in the initial round. The loan fund would be revolving so we would continuously recapture the funds and assist additional households for years to come. The initial capitalization of a purchase assistance program would help us build the vehicle to raise funds from other sources and expand our capacity to serve more households.

Describe the impact of your project and how it will address the city's needs. At a minimum, describe how many people the project is expected to serve, their level of need, the AMI and/or population served. (300 words)

Readiness*

Housing Resources will build on our existing home improvement lending capacity to launch the purchase assistance program quickly. We estimate being able to offer the first loans to eligible households within 3 months of award. To prepare for a home purchase assistance loan program, we would only need to adapt our loans policies and intake documents and conduct outreach with first mortgage providers to educate them on the available funds. The loan program would likely start slowly and then ramp up as we generate partners, build interest, and develop a pipeline of mortgage-approved buyers.

Describe the project timeline, whether the project is dependent on other grant funding or entitlements and whether any other uncertainties exist for the project. (250 words)

Capacity to Perform*

Housing Resources has the staff capacity and expertise to implement the proposed purchase assistance loan program. Our staff already offer intake, pre-purchase counseling, homebuyer education, loan application review, loan origination, loan servicing, and compliance reporting. The director of our lending department has run the lending program for the past six years, coordinating a variety of available products from multiple funding sources. The executive director has 17 years of experience in the affordable homeownership field with a particular focus on affordable mortgage lending and loan fund management. In addition to our lending capacity, Housing Resources offers one-on-one pre-purchase counseling and homebuyer education. We are a HUD-approved counseling agency with three HUD-certified counseling staff. This gives us the capacity to assess the clientâ€™s mortgage readiness and purchasing power. If they are not mortgage ready, our counselors help them create individualized action plans to become ready and work with them throughout their path to homeownership. Finally our finance team is skilled in managing public grant funds. We operate multiple programs funded by federal, state and local sources and have the capacity to track these funds and keep them permanently restricted for their intended uses.

Describe your organization's experience with and capacity to implement the proposed project. Please include the name and position/title of the person who will manage the project. (200 words)

Project Budget and Leverage of Funds*

Based on a sample transaction of a $309,000 home, the total funds deployed over 40 transactions will reach about $13,000,000. A typical transaction will be funded with a combination of a first mortgage, the buyerâ€™s cash contribution, the City-funded purchase assistance loan and the Stateâ€™s downpayment assistance program. Housing Resources will also help clients access any other available sources of assistance that are compatible with the City-funded loan program. By leveraging these other sources, the Cityâ€™s ARPA grant will be multiplied 13 to 1. A budget showing a sample transaction is attached. The request is a one-time capital expenditure. The minimum amount of funding needed for a viable project is $250,000. That would only generate about 10 - 12 loans. An award below this amount would serve too few households to make for a viable program.

Include the amount requested as well as the minimum amount of funding needed for a viable project, an estimated budget, whether this is a one-time capital expenditure or a re-occurring expense over a period of time, and what partnerships and other funding will be leveraged for this project. A full project budget is not required at this time, but if available may be attached. If additional details are available regarding budgetary line items such as revenues, expenditures, staffing costs, construction costs, financing, funding partners, etc. please include or attach those documents with this letter of interest. (250 words)

Long-term Sustainability*

Housing Resources will use the grant funds to seed a revolving loan fund program, allowing the funds to be redeployed to future households. Because the funds will be permanently restricted, the assistance program is sustainable in the long term. The individual deferred loans will be secured against the property with a well-recognized mortgage document. This ensures that in a future resale or refinance, Housing Resources will be notified so that we can recapture the funds. In this way, the funds can be reused multiple times. In addition, through our loan servicing procedures, Housing Resources staff will remind homeowners that they will repay this loan upon resale and offer them the opportunity to come to us first when they are ready to sell. This will give us an opportunity to identify another eligible household to purchase that home. Deferred purchase assistance loans are well-tested and used throughout the country. Unfortunately, Grand Junction households have not had as much access to these programs as other communities. Our goal is to establish a local source of assistance that will be easily accessible to Grand Junction residents. By helping us start the loan fund with the first-in capital, this award will help us create the vehicle we can use to raise additional capital from multiple sources.

Describe your plan for continuing this project, program, or service into the future. Include details on a funding plan e.g., existing resources, future grants, donor support or other means of maintaining this project or program in the long-term. (200 words)

Upload Supplemental Documents

Purchase Assistance Loan Budget.pdf

RESOLUTION No. 20-24

A RESOLUTION TO AMEND RESOLUTIONS 20-23 AND 39-23 CONCERNING A GRANT AWARD TO HOUSING RESOURCES OF WESTERN COLORADO/COM ACT HOUSING CORPORATION AND TO AUTHORIZE THE CITY MANAGER TO MAKE A SECOND GRANT AWARD TO HOUSING RESOURCES OF WESTERN COLORADO/COM ACT HOUSING CORPORATION IN SUPPORT OF THE MERIDIAN PARK AFFORDABLE HOUSING PROJECT

RECITALS:

With the adoption of Resolutions 20-23 and 39-23 the City Council authorized the City Manager to execute a notice of award of American Rescue Plan Act (ARPA) funds in the amount of $1,000,000.00 to Housing Resources of Western Colorado (Award).

With Resolution 39-23 the City Council authorized the Award to be used, and the loan fund established by the Award, to be held and administered by and through Com Act Housing Corporation (CAHC) a wholly owned not for profit affiliate of Housing Resources of Western Colorado.

Housing Resources of Western Colorado (HRWC) recently discussed with the City Council the purchase of ten lots for affordable housing units. Those lots, and the homes that will be constructed on them, are commonly known, and referred to as Meridian Park.

After due consideration the City Council agreed to support the Meridian Park project by and with this Resolution which, as provided herein authorizes a) CAHC/HRWC to utilize $250,000 of the Award in support of the acquisition of the ten Meridian Park lots (Lots), b) the amendment of the Award and supporting agreement to recognize the City's support of the acquisition of the Lots and construction of affordable homes on those lots and c) the expenditure of $100,000 from the City Housing fund in support of the Meridian Park project. The City Council finds that these actions are consistent with the City's homelessness and housing goals and that CAHC/HRWC are designated and approved to expend $250,000 of the Award and the additional sum of $100,000 in accordance with the plan presented to City Council, this Resolution, and the to be amended grant award agreement.

Having been fully advised in the premises, the City Council by and with this Resolution amends Resolutions 20-23 and 39-23 as provided herein and affirms and directs the same as the actions of the City.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute a notice of award of funds in the amount of $100,000.00 to Com

Act Housing Corporation a wholly owned not for profit affiliate of Housing Resources of Western Colorado and to amend Resolutions 20-23, 39-023, and for the City Attorney to amend the underlying Award agreement as provided herein all to effectuate the purposes hereof.

PASSED and ADOPTED this 3rd day of April 2024.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

RESOLUTION __-26

AUTHORIZING THE CITY MANAGER TO MAKE GRANT AWARDS AND EXECUTE FUNDING AGREEMENT WITH HOUSING RESOURCES OF WESTERN COLORADO FOR A $400,000 AWARD TO SUPPORT THE ACQUISITION OF REAL PROPERTY TO HELP ELIGIBLE HOUSEHOLDS ACHIEVE HOMEOWNERSHIP WITHIN THE CITY LIMITS OF GRAND JUNCTION

RECITALS:

In September 2024, due to an urgent need for housing, Housing Resources of Western Colorado (HRWC) submitted a formal proposal to City Council, for up to $500,000 for the acquisition of +/- 3 acres of land for the future development of affordable homeownership units for a minimum of 16 and up to 24 units for households at or below 120% AMI. And, with the sale of units to eligible households, the HRWC will convert the acquisition funds into permanent downpayment assistance loans in an amount equal to the total funds spread across the number of homes approved in the final subdivision plat per unit to eligible buyers.

The proposal was selected for funding based on its demonstrated capacity, strong performance history, and direct alignment to the use of funds to support homeownership opportunities for low- and moderate- households.

Consistent with the City's annual budget process, as approved through Ordinance 5240, and utilizing one-time funding, the recommended award to the BENEFICIARY in the amount of four hundred thousand dollars ($400,000) is included in the 2025 budget to support the proposal.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the foregoing notices and amounts with payment of said sums of money.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute notices of award and agreement in the amount of $400,000 for Housing Resources of Western Colorado as provided herein, and as further described in the proposal.

_____

Cody Kennedy
President of the City Council

ATTEST:

_____

Selestina Sandoval
City Clerk

DRAFT

DRAFT

Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: March 4, 2026

Presented By: Mike Bennett, City Manager

Department: City Manager's Office

Submitted By: Jeremiah Boies & Mike Bennett

Information

SUBJECT:

A Resolution Authorizing the City Manager to Enter into the Lincoln Park Stadium Complex Ground Lease and Ralph Stocker Stadium Use/Operating Agreement with Colorado Mesa University

RECOMMENDATION:

Staff recommends City Council approve the Resolution Authorizing the City Manager to Enter into the Lincoln Park Stadium Complex Ground Lease and Ralph Stocker Stadium Use/Operating Agreement with Colorado Mesa University

EXECUTIVE SUMMARY:

This is a Resolution of the City Council authorizing the City Manager to enter into the Lincoln Park Stadium Complex Ground Lease and Ralph Stocker Stadium Use/Operating Agreement with Colorado Mesa University. The agreement continues existing use of CMU at Stocker Stadium, with the addition of football practice, while preserving specific local historic uses, and leases ground for the construction at CMU's expense a Football Facility in between the stadium and Lincoln Park Barn, and lease of Lincoln Park Barn to CMU. In exchange, CMU increases their current fee of $36,705 per year by an additional $300,000 to the City, covers 50 percent of field replacement costs, and 80 percent of field maintenance.

BACKGROUND OR DETAILED INFORMATION:

CMU presented a proposal to City Council at the September 15, 2025, Council workshop of an extended partnership to build a football facility near Stocker Football Stadium and City Council directed the City Manager to engage with CMU on this concept. Following continued discussions with CMU, a City Council workshop was held on December 15, 2025, to discuss an adjusted concept of the partnership that preserved Lincoln Park Barn, and leasing the Barn to CMU, and CMU building a

Football Facility between the Barn and the Stadium. City Council directed staff to continue discussions with a proposal that included a potential lease of Lincoln Park Barn and land in between Lincoln Park Barn and the stadium for CMU to build a Football Facility, while preserving historic uses at the stadium. Following the December workshop, City staff and CMU representatives continued with discussions regarding potential enhancements to amenities at the Lincoln Park Sports Complex to support collegiate football while preserving other partner uses at the stadium and public use of the track. At the February 2, 2026, workshop the City Manager presented terms that CMU and City staff had come to agreement on. Attached is the summary of these terms that was shared at the workshop showing existing use and new use, and existing funding and new funding. City Council directed the City Manager to work with CMU and finalize an agreement reflective of the terms presented at a future regular City Council meeting to consider adoption while allowing public comment.

Attached is the finalized agreement. Two exhibits will be added in the future following a survey and site plan submission.

The Ground Lease Premises consist of the Barn and additional football-side areas intended for CMU-constructed facilities. The remainder of the football side will be subject to a non-exclusive license for CMU use and operations.

The Agreement provides a 25-year term, financial considerations including annual payments to the City, continuation of prior CMU financial commitments, field/turf cost-sharing, and obligations for maintenance, scheduling, and preservation of public and historical uses.

The Agreement preserves existing community and institutional uses, including Mesa Valley School District 51 and public use of the stadium and track, and requires CMU to honor historical and priority access to the extent practicable.

The Agreement provides for construction coordination, design review, preservation of public daytime access, concessions administration, naming rights coordination, and dispute-resolution procedures.

City staff and the City Attorney’s Office have reviewed the Agreement and recommend approval. Adoption of this Resolution authorizes the City Manager, City Attorney, and staff to finalize and execute the Agreement and to take all actions necessary to implement it.

FISCAL IMPACT:

The proposed Lincoln Park Stadium Complex Partnership restructures the financial relationship between the City and CMU, resulting in a positive annual operating impact to the City and reduced long-term capital exposure. Under the proposal, CMU will pay the City $300,000 per year for the barn and land, in addition to continuing the existing user fee of $36,705 per year.

Currently, the City covers Stocker Stadium net operating costs of approximately $301,000 annually.

SUGGESTED MOTION:

I move to adopt Resolution No. 23-26, a resolution authorizing the City Manager to Enter Into the Lincoln Park Stadium Complex Ground Lease and Ralph Stocker Stadium Use/Operating Agreement With Colorado Mesa University and to Take All Actions Necessary to Effectuate the Agreement

Attachments

1. LINCOLN PARK STADIUM COMPLEX PARTNERSHIP
2. FINAL AGR - LPSC CMU Lease Use Agreement - Football
3. RES-CMU Stocker Agreement 02262026

LINCOLN PARK STADIUM COMPLEX PARTNERSHIP

CURRENT FUNDING		PROPOSED FUNDING
CMU pays City user fee: $36,705/yr (about 2% annual escalator)	⟷	CMU pays City user fee: $36,705/yr (about 2% annual escalator)
CMU contributes to PIAB partnership: $14,000/yr	⟷	CMU to pay PIAB partnership: $14,000/yr
Capital participation: $200k/yr through FY33; $100k in FY34	⟷	CMU capital participation: $200k/yr through FY33; $100k FY34
Participates in negotiated capital improvements with D51 + City (City has historically paid the majority)		CMU covers 50% of field replacements (every 6 to 8 years)
City covers stadium operating costs: about $301,172 net (football stadium only, after revenues)		CMU responsible for 80% of field maintenance
		New City lease/ops fee: $300k/yr for barn + land + stadium operations (25-year lease, renewal option)
		CMU funds football facility costs (~$7M) and approved barn tenant improvements
		CMU funds all CMU-requested design/permits/construction
		CMU manages naming rights/sponsorships w/ City input; CMU keeps revenue
		CMU may assume concessions when current contract expires

LINCOLN PARK STADIUM COMPLEX PARTNERSHIP

CURRENT USAGE		PROPOSED USAGE
CMU has preference to host all home football games at the stadium and exclusive use of the tower during these games	⟷	CMU has preference to host all home football games at the stadium and exclusive use of the tower during these games
City recreation programs are held at the Lincoln Park Barn and will move to the new Community Recreation Center when complete		CMU has exclusive use of the Lincon Park Barn during lease
The City rents the Lincoln Park Barn to the community when not programmed (46 reservations in 2025)		CMU has primary use of the CMU Football Facility, and the community room is available for City use as coordinated with CMU

LINCOLN PARK STADIUM COMPLEX
GROUND LEASE AND RALPH STOCKER STADIUM
USE/OPERATING AGREEMENT

2026

LINCOLN PARK STADIUM COMPLEX GROUND LEASE AND RALPH STOCKER STADIUM USE/OPERATING AGREEMENT

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LINCOLN PARK STADIUM COMPLEX
GROUND LEASE AND RALPH STOCKER STADIUM USE/OPERATING AGREEMENT

This Ground Lease and Use/Operating Agreement ("Agreement") is made and entered into as of _____, 2026 ("Effective Date"), by and between the CITY OF GRAND JUNCTION, a Colorado home rule municipal corporation ("City"), and the STATE OF COLORADO, acting by and through the Trustees of Colorado Mesa University, for the benefit of COLORADO MESA UNIVERSITY ("CMU"). City and CMU may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City owns the Lincoln Park Stadium Complex ("LPSC"), including Ralph Stocker Stadium and related improvements, located at 1240 Gunnison Avenue, Grand Junction, Mesa County, Colorado.

B. CMU wishes with the execution of this agreement to become the Stocker Stadium operator (Stocker Operator) to include long-term operational participation in the football side of LPSC and to design, permit, construct, and fund certain football-related facilities and improvements, while preserving continued public and community uses.

C. The Parties negotiated business terms which the Parties intend to implement through definitive agreement(s). This Agreement is intended to implement the operative business terms relevant to (i) an exclusive ground lease for defined areas within LPSC and (ii) a use/operating framework for the remainder of the Football Side of LPSC.

D. The Parties acknowledge City's Charter limitations on lease term length and intend that the leasehold granted herein shall not exceed twenty-five (25) years, with any continuation thereafter only by a new agreement following good-faith negotiation and required approvals.

E. The Parties further acknowledge existing community and institutional uses at Stocker Stadium (including Mesa Valley School District 51 uses) and intend that CMU's preferential scheduling and operational role will not extinguish existing priority rights previously granted.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. DEFINITIONS

1.1 "Baseball Side" means the Suplizio Field/baseball side of LPSC and related support areas, which are excluded from the Ground Lease Premises and excluded from CMU's operational responsibility under this Agreement except as expressly stated.

1.2 “Barn” means the existing Lincoln Park Barn structure and surrounding area as more particularly depicted/defined in the Exhibits.

1.3 “Football Side” means the football-side facilities and areas of LPSC, generally including the football field, grandstands, running track and related support areas, but excluding the Baseball Side and the Tower, except as otherwise provided herein. This is known as and may be referred to as “Ralph Stocker Stadium” or “Stocker Stadium.”

1.4 “Ground Lease Premises” means the exclusive leasehold premises described in Exhibit A (Legal Description) and depicted on Exhibit B (Site Plan), consisting of (a) the Barn, and (b) those additional areas within the Football Side intended for CMU-constructed facilities and related exclusive use areas, contained in Exhibit B.

1.5 “Licensed Use Area” means the remainder of the Football Side not included within the Ground Lease Premises, to be depicted on Exhibit C (Licensed Use Area Plan), and subject to the non-exclusive license and operating framework in Article 3 and Article 6.

1.6 “Tower” means the LPSC tower structure between the Baseball Side and Football Side, which is known and may be referred to “Hamilton Tower” or “Tower.”

1.7 “Project Improvements” means CMU-designed/funded improvements authorized under this Agreement, including the CMU football facility components, premium seating/amenities, and related infrastructure, as applicable.

1.8 “Existing Concession Contracts” means current City concession arrangements as of the Effective Date depicted on Exhibit D.

1.9 “Game Day Uses” means CMU’s temporary, event-related, limited, non-exclusive uses of the ticketing and concession corridor, hospitality suite and the north locker room building (excluding the corporate office area formerly occupied by the Jackalopes Baseball Club) on any day on which a CMU home football game is scheduled to occur at Ralph Stocker Stadium (each, a “Game Day”), during the reasonable period before and after such game necessary for event set-up, ingress, operations, and egress.

2. GRANT OF GROUND LEASE; RESERVATIONS; QUIET ENJOYMENT

2.1 Lease Grant. City hereby leases to CMU, and CMU hereby leases from City, the Ground Lease Premises for the Term and on the conditions stated herein, subject to all recorded easements, covenants, conditions, restrictions, and encumbrances not created by CMU and not materially interfering with CMU’s use.

2.2 Exclusive Possession. CMU’s leasehold interest is exclusive as to the Ground Lease Premises only. No leasehold is granted for the remainder of LPSC, the Licensed Use Area, or the Baseball Side, which remain in City possession except for the license and event-control rights expressly provided herein.

2.3 Reservations. City reserves and retains:

(a) the Baseball Side and related support areas;
(b) existing and future utilities, easements, and rights-of-way serving City facilities and the public;
(c) public park areas, circulation routes, and parking intended for general public use, except as reasonably allocated for events under this Agreement (including CMU home football games and CMU commencement ceremonies);
(d) air/subsurface/mineral rights to the extent applicable and consistent with City practice;
(e) rights necessary to preserve shared use by other users consistent with this Agreement.

2.4 Covenant of Quiet Enjoyment. Provided CMU is not in default beyond applicable notice and cure periods contained herein, City covenants that CMU shall peaceably and quietly hold and enjoy the Ground Lease Premises during the Term without hindrance by City or persons claiming by, through, or under City, subject to the terms of this Agreement.

2.5 As-Is. CMU acknowledges it has had the opportunity to inspect the Ground Lease Premises and accepts it "AS IS," with all faults, without warranty by City.

2.6 Utilities. CMU shall be solely responsible, at CMU's cost, for arranging and paying all utility services serving the Ground Lease Premises and all facilities, improvements, and operations located on or within the Ground Lease Premises (including, without limitation, electricity, natural gas, water, sewer, stormwater, telecommunications/data, and trash services), whether such utilities are separately metered or allocated by reasonable submetering or other mutually acceptable allocation method; City shall have no obligation to furnish or pay for any such utilities except as expressly stated in this Agreement. Licensed Use Area utilities shall be paid by City utilizing user fee revenues collected from outside users.

3. GRANT OF LICENSE AND OPERATING RIGHTS FOR LICENSED USE AREA (NO LEASE)

3.1 Non-Exclusive License. During the Term, City grants CMU a non-exclusive license to use and operate the Licensed Use Area consistent with this Agreement ("License"). This License does not convey a leasehold, estate, or possessory interest in City real property beyond the Ground Lease Premises.

3.2 Scheduling Rights. In close coordination with City Parks and Recreation Department, CMU will be responsible for scheduling CMU football practices, games, and directly related events on the football side of LPSC, however, such use shall not unreasonably restrict uses by other Parks Improvement Advisory Board (PIAB) entities (i.e. District 51, JUCO, etc.). CMU will allow reasonable use of the Stadium by Mesa Valley School District 51 and other agreed community users and coordinate with the City to preserve traditional School District 51 football, track and

band as well as community uses to the extent reasonably practicable as detailed in section 7.4 below. These historical uses are detailed in Exhibit E.

3.3 Tower Use for Specified Events. CMU shall have full utilization of the Tower (all levels) during (i) home CMU football games and (ii) CMU commencement ceremonies, subject to safety and reasonable City coordination.

3.4 Game Day Uses. In addition to CMU's rights in the Licensed Use Area, and subject to the terms and conditions of this Agreement (including Section 7 and the Scheduling SOP), City hereby grants CMU a limited, temporary, non-exclusive license to conduct Game Day Uses within the ticketing and concession corridor, hospitality suite and the north locker room building (excluding the corporate office area formerly occupied by the Jackalopes Baseball Club); provided, however, that (i) any temporary improvements, structures, barricades, equipment, or signage placed by CMU shall be temporary, comply with safety and permitting requirements, and be removed promptly following the Game Day window, and (ii) CMU shall be responsible for repair of any damage caused by CMU in connection with Game Day Uses beyond ordinary wear and tear, whether occurring within or outside the Licensed Use Area, in accordance with the Agreement's damages/repair provisions.

4. TERM

4.1 Term. The term of this Agreement and the Ground Lease (the "Term") shall be twenty-five (25) years, commencing on _____, 20 ("Commencement Date") and expiring at 11:59 p.m. on _____, 20 ("Expiration Date"), unless sooner terminated pursuant to this Agreement.

5. CONSIDERATION; PAYMENTS

5.1 Annual Ground Lease/Operations Payment. CMU shall pay City Three Hundred Thousand Dollars ($300,000.00) per year during the Term ("Annual Partnership Payment"), payable in a single annual installment due on or before July 1 of each year, unless the Parties agree in writing to a different payment cadence.

5.2 Continuation of Prior Stadium Improvement Commitment. CMU shall continue paying City Two Hundred Thousand Dollars ($200,000.00) per year through calendar year 2032 and One Hundred Thousand Dollars ($100,000.00) in 2033 (or the then-current contractual end date of that obligation), consistent with prior commitments.

5.3 Annual Facility Rental Fee. CMU shall continue paying its annual facility rental fee during the Term ($36,705 in 2026), subject to annual negotiation and an annual escalation factor, if any, not to exceed two percent (2%) per year, documented annually in writing.

5.4 Parks Improvement Advisory Board Contribution. CMU shall continue paying Fourteen Thousand Dollars ($14,000.00) per year toward the Parks Improvement Advisory Board during

the Term or whatever amounts decided upon by the Parks Improvement Advisory Board from time to time.

5.5 Turf Replacement Cost Share. During the Term, CMU shall be responsible for fifty percent (50%) of the cost of the turf replacement project when undertaken (next expected replacement is 2027), subject to a mutually agreed scope and procurement approach. Parties acknowledge CMU will pursue outside grant, partnership and funding opportunities to support this obligation.

5.6 Field Maintenance Cost Allocation. For the purposes of this Section, "Field Maintenance Costs" shall include all maintenance costs of the field, to include but not limited to leveling and infill material replenishment and shall include all maintenance costs not associated with a full turf replacement under Section 5.5. CMU shall be responsible for eighty percent (80%) and City twenty percent (20%) of Field Maintenance Costs.

5.7 No Setoff; Late Charges; Interest. All payments due from CMU to City under this Agreement shall be due and payable without setoff, offset, deduction, counterclaim, or abatement, except as expressly provided herein. Payments shall be due within sixty (60) days of the applicable invoice or due date, as specified in this Agreement. City's acceptance of partial or late payment shall not constitute a waiver of default or any other right or remedy.

6. PERMITTED USES; PROHIBITED USES; COMPLIANCE

6.1 Permitted Uses. CMU may use the Ground Lease Premises and Licensed Use Area for:

(a) CMU football operations and related athletic uses;
(b) stadium events consistent with University operations and this Agreement;
(c) support facilities (including in the Barn as permitted herein); and
(d) ancillary uses reasonably necessary to operate permitted events.

6.2 Prohibited Uses. CMU shall not permit:

(a) uses inconsistent with zoning, park designation, or City policies (including certain adult uses and cannabis-related sponsorship/activities);
(b) hazardous or unlawful activities; or
(c) activities that materially impair public use of remaining park facilities except as reasonably required for permitted events.

6.3 Compliance with Laws. CMU shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

7. SCHEDULING; USE PRIORITY; OTHER USERS

7.1 Scheduling; Scheduling Authority; Standard Operating Procedure.

(a) Scheduling Authority. City shall be responsible for scheduling, reserving, and coordinating events and uses at the Lincoln Park Stadium Complex ("LPSC") generally, including without limitation the Baseball Side and all non-Football Side areas, subject to the terms of this Agreement. CMU shall be responsible for scheduling, reserving, and coordinating events and uses occurring on the Football Side (Ralph Stocker Stadium), subject to the terms of this Agreement. Each Party shall ensure that events it schedules comply with this Agreement and do not materially interfere with the other Party's permitted uses.

(b) Scheduling SOP. Within a reasonable time after the Effective Date, the Parties shall collaboratively develop and implement a written standard operating procedure for scheduling (the "Scheduling SOP"). The Scheduling SOP shall be updated from time to time by mutual written agreement to reflect operational needs and legal requirements.

(c) No Waiver of Legal Requirements. Nothing in this Section 7.1 or the Scheduling SOP shall be construed to authorize any event, alcohol service, or use that is prohibited by applicable law, license conditions, or permit requirements.

7.2 CMU Preferential Use of the Football Side (Not Exclusive). CMU shall have first rights to schedule CMU football practices, games, and directly related events for each football season according to long standing scheduling practices of the City; however, CMU's preferential rights are not exclusive, and CMU shall not unreasonably restrict uses by other entities.

7.3 Preservation of District 51 and Established Uses. District 51 and other established users, and shown in Exhibit E, shall continue to have access to the facility based on historical usage, and CMU's operational role shall not diminish existing priority scheduling status previously granted to these users. CMU acknowledges and represents that, prior to execution of this Agreement, CMU has been advised of and has had the opportunity to review the historical and customary uses of Ralph Stocker Stadium and associated portions of the Lincoln Park Stadium Complex (collectively, "Stadium"), and institutional users (collectively, "Historical Uses" and "Historical Users"), as shown in Exhibit E. CMU further acknowledges that preservation of Historical Uses is a material premise of the Parties' bargain. CMU agrees that, during the Term, Historical Uses by Historical Users shall continue and be honored to the extent practical, and CMU shall accept such Historical Uses as permitted uses of the Stadium moving forward. CMU shall not unreasonably impede, condition, or restrict Historical Uses, and shall administer operations in a manner intended to preserve Historical Uses consistent with the Agreement's scheduling framework. In the event a scheduling or access conflict arises for use of the Stadium or the Football Side of the Lincoln Park Stadium Complex due to CMU's prioritized use status under this Agreement (a "Priority Conflict"), CMU shall use good-faith, commercially reasonable efforts to identify and make available to the displaced user a comparable CMU-controlled or

City-controlled facility that is reasonably suitable for the user's intended purpose (an "Alternate Facility"), at a mutually agreeable date and time. In providing an Alternate Facility, CMU may impose reasonable, uniformly applied facility rules, staffing and security requirements, and scheduling constraints, and the user shall remain responsible for any user-specific costs customarily charged for such use (if any), which costs shall not exceed any costs that would have been imposed by the use of the Stadium. CMU's obligation under this Section is subject to facility availability and applicable law, and CMU does not warrant that an Alternate Facility will be available for every Priority Conflict; however, CMU shall coordinate in good faith with the user and the City to minimize disruption and to provide a practicable alternative when available.

7.4 Practice Scheduling. For practice events, CMU football practices shall have priority over other practice uses such as District 51 band practice and track practice, which shall be scheduled around increased CMU use, recognizing that certain uses may need to relocate subject to Section 7.3 of this Agreement.

7.5 Equipment Storage. CMU shall store all equipment, materials, and personal property used in connection with CMU's activities at the LPSC within facilities and areas as mutually agreed upon by CMU and the City, such as existing and contemplated storage facilities.

8. PUBLIC DAYTIME ACCESS

8.1 Public Access Requirement. Stocker Stadium (the Football Side), field, and track facility must remain open for public use during normal daytime hours when not reserved for scheduled events, subject to safety, weather, maintenance needs, reasonable security measures, and temporary closures necessary for construction or major events. CMU shall post public notice hours when Stocker Stadium shall be closed for football practices at least one week in advance.

8.2 Definition of Normal Daytime Hours. For purposes of this Agreement, "normal daytime hours" shall mean the hours mutually agreed in writing by the City and CMU from time to time, to generally include sunrise to sunset, which hours may be adjusted by mutual written agreement to account for seasonal conditions, safety, maintenance, or operational needs.

8.3 Funding/Grant Compliance. The Parties intend this Section to support continued compliance with funding requirements applicable to the Stadium, including lottery-derived Conservation Trust Fund requirements detailed in Exhibit F.

9. BARN: EXCLUSIVE USE; TRIPLE-NET OBLIGATIONS; PRESERVATION

9.1 Exclusive Use. CMU shall have exclusive use of the Barn for CMU football related activities including but not limited to: athletic strength and conditioning, sports medicine, team support, or related uses. CMU shall allow the City to store City program material and School District 51 track equipment on the East side of the Barn as historically used. CMU shall not unreasonably impede the City's ability to store or access said equipment.

9.2 Triple-Net Style Responsibilities. CMU shall be responsible for all maintenance, repairs, utilities, custodial services, and operations within the Barn, and for keeping the Barn in a clean, safe condition and as required for CMU's use.

9.3 City Review and Approval of Changes. Any changes, renovations, or improvements to the Barn require City Manager review and approval, including scope of work, preservation of the exterior façade, and code compliance approach; CMU shall maintain the Barn's exterior facade and shall not make any material or substantive alteration to the exterior of the Barn (including without limitation exterior materials, openings, fenestration, rooflines, façade treatments, or exterior-mounted equipment) without City Manager's prior approval.

9.4 Condition of Barn. The Barn shall remain in place assuming life-safety conditions continue meeting expectations of both Parties.

10. CAPITAL IMPROVEMENTS; DESIGN REVIEW; CONSTRUCTION

10.1 CMU-Funded Improvements. CMU may design and construct football facilities and enhancements including locker rooms, team facilities, meeting rooms, offices, training areas, spectator amenities, premium spaces, and related infrastructure (the "Project Improvements"). CMU is solely responsible for securing and providing all funds necessary for design, construction, and equipping the Project Improvements; City is not responsible for repayment of CMU financing.

10.2 City Manager Review and Concurrence. City Manager shall have review and concurrence over designs and architecture for new construction or major renovations, exterior materials, massing, lighting, signage, and changes affecting the running track, stadium seating, tower, or public circulation and storage areas. This design review by the City Manager will occur at the concept, schematic, design development and construction documents phases.

10.3 Permitting; Means and Methods. CMU is responsible for engagement of architects, engineers, consultants, design documents, applicable permits and approvals, contractor procurement and management, and construction means and methods.

10.4 Construction Coordination and Constraints. Construction phasing and access will be coordinated to minimize disruption to park operations and community use. Construction timeframes and schedules must be approved by the City Manager. The City Manager may impose reasonable constraints on construction hours, haul routes, staging, and restoration. CMU shall restore adjacent City areas disturbed by construction to an agreed standard.

10.5 No City Warranty; As-Is Acceptance. CMU accepts the existing field and facilities "as-is." Any improvements CMU desires (including NCAA/RMAC-driven) shall be at CMU's expense, subject to City approval as described herein.

11. JUMBOTRON (PROCUREMENT; MAINTENANCE; AVAILABILITY)

11.1 CMU Responsibility. Subject to funding availability, CMU may procure a large, digital video board (jumbotron) serving Stocker Stadium (the "Jumbotron").

11.2 Availability to Other Partner Users. Once installed, the Jumbotron shall be available for use by other authorized partner users of LPSC, subject to scheduling coordination, reasonable operating rules, and any staffing and safety requirements. All maintenance and replacement associated with the Jumbotron is the sole responsibility of CMU. CMU may not charge, above actual costs, the City or Mesa Valley School District 51 for use of the Jumbotron for display of traditional scoreboard information, but may sell advertising space on the Jumbotron as customary for events and shall keep all proceeds from the same of any advertising displayed during District 51 and City events.

12. MAINTENANCE; CLEANING; UTILITIES; OPERATIONS

12.1 City Responsibilities (Football Side). City shall continue providing:

(a) routine day-to-day cleaning and maintenance of Stocker Stadium facilities (excluding the inside of the Barn and any CMU football facility interiors) and grounds not specific to CMU events; and
(b) ongoing utilities and basic park operations consistent with current practice.
(c) cleaning and trash removal following all non CMU-sponsored events, returning the Stadium and related areas to pre-event condition

12.2 CMU Responsibilities. CMU shall provide:

(a) routine cleaning and maintenance of the Barn and CMU-controlled football facility interiors;
(b) game-day operations for CMU football and other CMU-sponsored events
(d) traffic management plans for major events.

12.3 Track Preservation. The existing track and related elements may remain intact and usable so long as maintained properly and used regularly by Mesa Valley School District 51. Any future improvements may maintain a competition-level track suitable for community and school use per CHSAA (or equivalent) standards.

13. CONCESSIONS; SPONSORSHIPS; NAMING RIGHTS; BRANDING

13.1 Existing OVG Concession Agreement; Exclusivity; Football Side Remittance Under Current Contract. The Parties acknowledge that City currently contracts with OVG for concessions and that such agreement is exclusive (the "OVG Agreement") for the Lincoln Park Stadium Complex ("LPSC"), including the Ralph Stocker Stadium. During the term of the OVG Agreement, concessions services for events at LPSC shall be provided only as permitted under

and subject to the OVG Agreement, and CMU shall have no independent right to operate concessions except through the OVG Agreement's permitted structure.

Notwithstanding the foregoing, for all events occurring on the Football Side (as defined in Section 1.3) during the term of the OVG Agreement, City shall remit to CMU the Net Concessions Revenue attributable to such Football Side events, as follows: (i) City shall collect or receive from OVG all concession revenue and reporting applicable to such Football Side events; (ii) City shall account for and pay (A) all amounts due to OVG and/or any other vendor(s) under the OVG Agreement for such Football Side events, and (B) all City-incurred, documented, out-of-pocket costs and expenses associated with providing, supporting, and administering concessions for such Football Side events; and (iii) City shall remit the remaining amount to CMU. For purposes of this Section, "Net Concessions Revenue" means gross concession receipts attributable to the applicable Football Side event(s) less the amounts described in clauses (ii)(A) and (ii)(B) above, and less any taxes/fees that City is required by law to collect and remit.

City shall provide CMU a reconciliation statement for each reporting period reasonably consistent with the OVG Agreement's reporting cadence and City's administrative practices, and shall remit the Net Concessions Revenue to CMU within a commercially reasonable time after City's receipt of the applicable revenues and reports from OVG and completion of City's reconciliation.

13.2 Successor Concessionaire Procurement; Single Concessionaire for Entire LPSC; Joint RFP Process. Upon expiration (or earlier termination) of the exclusive term of the OVG Agreement, the City may procure and enter into a successor concessions agreement for the Lincoln Park Stadium Complex (the "Successor Concession Agreement"). The Parties' intent is that concessions services for the entire LPSC, including the Football Side and the Baseball Side, be provided under a single concessionaire agreement covering both sides of the LPSC.

The City and CMU shall work collaboratively and in good faith to develop, issue, and evaluate a request for proposals (or other competitive procurement vehicle) for the Successor Concession Agreement (the "RFP"). The RFP shall include meaningful CMU participation in drafting and evaluating Football Side operational requirements and Football Side financial terms, and meaningful City participation in drafting and evaluating Baseball Side operational requirements and Baseball Side financial terms. The Parties further intend that the selection of the successor concessionaire be made jointly by the Parties, consistent with the RFP evaluation framework and applicable procurement rules; provided, however, that the City retains sole contracting authority and final award/execution discretion, subject to the City's applicable approval requirements.

The City and CMU may, at any time before or after award of the Successor Concession Agreement, negotiate and execute a separate standard operating procedure ("SOP") and/or letter

agreement governing the detailed administration and day-to-day operation of the successor concessionaire's services at the LPSC. Any SOP and/or letter agreement shall be in writing and effective only upon execution by both Parties and, to the extent applicable, shall be consistent with and not materially conflict with the Successor Concession Agreement and applicable law.

13.3 Naming Rights. CMU will have primary responsibility for soliciting and negotiating stadium naming rights opportunities in consultation with City. City will work with CMU in good faith to accommodate sponsorship deals but retains veto authority if a proposed name is outside community interests or sensibilities, as determined by the City in its sole discretion. Any new stadium or field name must incorporate "Ralph Stocker" (e.g. [Brand Name] Field at Ralph Stocker Stadium).

13.4 Branding/Advertising Review. The Parties will confer on naming, branding, and major sponsorship signage/graphics; standards and processes for design review, size, location, and content. Notwithstanding the foregoing, City shall have the right to veto, in its sole discretion, any proposed naming, branding, sponsorship, advertising, or related signage/graphics (including design, size, placement, or content) if City determines, in City's discretion, that the proposal is inconsistent with or would violate community interests or sensibilities. The City shall not unreasonably interfere with CMU branding of Stocker Stadium.

14. COMMUNITY ROOM / CIVIC ACCESS

14.1 Community Room Availability. CMU shall include within CMU-controlled football facilities a room suitable for meetings or community use ("Community Room"). The City may request use of the Community Room for civic or community purposes at mutually agreed times, generally understood to be outside of the football season. City use of the room will be at no charge.

14.2 Standard for Approval. CMU shall not unreasonably withhold approval of City requests, provided that (a) the requested use does not materially interfere with scheduled CMU football operations, (b) City complies with facility rules, and (c) security and safety requirements are satisfied.

15. INSURANCE; INDEMNITY; GOVERNMENTAL IMMUNITY

15.1 Insurance—CMU. CMU shall provide proof of general liability and other customary coverages for CMU events and activities, naming City as an additional insured where commercially available and consistent with State coverage structures.

15.2 Insurance—City. City shall maintain governmental immunity protections and insurance consistent with its general practices for facilities under its responsibility.

15.3 No Waiver of Immunities. Nothing in this Agreement shall be construed as an express or implied waiver of, or limitation upon, (i) any immunity, defense, limitation of liability, or other protection available to the Parties, its officers, employees, or agents under the Colorado

Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as amended ("CGIA"), (ii) any authority, protection, limitation, or defense available under the City's home-rule powers and City Charter, or (iii) any other applicable federal or state statutory or common-law immunity or defense. Any purported waiver of the Party's immunities, defenses, or limitations of liability that is not expressly authorized by law and approved in the manner required by law is void and unenforceable.

15.4 Damages to Licensed Use Area; CMU Responsibility. CMU shall be responsible for, and shall promptly repair or cause to be repaired, any damage to the Licensed Use Area (including improvements, fixtures, furnishings, turf, track, seating, restrooms, concourses, utilities, and appurtenances) occurring in connection with or arising out of any CMU Event, to the extent such damage is beyond ordinary wear and tear. If CMU fails to commence repairs within a reasonable time after written notice from City (or sooner if necessary to protect public health and safety or to prevent further damage), City may perform or cause to be performed such repairs and CMU shall reimburse City for the reasonable, documented costs incurred. This obligation is in addition to, and not in lieu of, any other remedy available to City under this Agreement or at law, and is subject to applicable immunities and limitations of liability.

16. MECHANIC'S LIENS; NON-ATTACHMENT

16.1 CMU shall keep City property free of mechanic's and/or materialmen's liens arising from CMU work and shall promptly bond around, discharge, or otherwise remove any such lien.

17. ASSIGNMENT; SUBLEASES

17.1 City Consent Required. CMU shall not assign, sublease, transfer, pledge, mortgage, encumber nor convey any or all of its rights, duties or obligations hereunder without the prior written consent of the other party hereto.

17.2 Conditions. Any approved assignment or sublease shall require the transferee to assume applicable obligations contained within this Agreement, and CMU remains responsible unless expressly released in writing by City.

18. DEFAULT; REMEDIES; RETAKE

18.1 Events of Default. Defaults include failure to make required payments, material breach of scheduling and public access obligations, unauthorized prohibited uses, abandonment, or material failure to perform maintenance or repair obligations, subject to notice and cure periods.

18.2 Cure Periods.

(a) Notice of Default. Except in the case of an Emergency (as defined below), upon the occurrence of any Event of Default, the non-defaulting Party ("Non-Defaulting Party") shall provide the defaulting Party ("Defaulting Party") written notice describing, in reasonable detail, the nature of the alleged default and the action required to cure (a

"Default Notice"). Delivery of a Default Notice shall be made in accordance with the Notice provisions of this Agreement.

(b) Initial Cure Period. Subject to subsection (c), the Defaulting Party shall have thirty (30) days after receipt of the Default Notice to cure the default (the "Initial Cure Period"); provided, however, that for defaults solely involving the failure to pay money when due, the Initial Cure Period shall be ten (10) days after receipt of the Default Notice (unless a different period is expressly stated elsewhere in this Agreement). The Parties acknowledge that certain defaults may require longer periods to cure due to the nature of the work, procurement processes, third-party approvals, seasonality, or other practical constraints.

(c) Extended Cure Period for Non-Monetary Defaults. If the default is of a nature that cannot, with the exercise of diligent efforts, reasonably be cured within the Initial Cure Period, the Defaulting Party shall not be deemed in default at the end of the Initial Cure Period so long as (i) the Defaulting Party delivers written notice to the Non-Defaulting Party within the Initial Cure Period identifying why cure cannot reasonably be completed within the Initial Cure Period, (ii) the Defaulting Party commences cure within the Initial Cure Period, and (iii) the Defaulting Party thereafter diligently and continuously prosecutes cure to completion in good faith. In such event, the cure period shall be extended for a reasonable additional time as is necessary to complete cure, but in no event longer than ninety (90) days from receipt of the Default Notice, unless the Parties mutually agree in writing to a longer period based on documented circumstances beyond the Defaulting Party's reasonable control.

(d) Standards for Cure. A "cure" under this Agreement requires, as applicable, that the Defaulting Party (i) fully remedies the default, (ii) repairs or restores any resulting damage, (iii) reimburses the Non-Defaulting Party for any documented, reasonable out-of-pocket costs incurred as a direct result of the default (to the extent recoverable under this Agreement and permitted by law), and (iv) provides reasonable written assurance of future performance sufficient to prevent recurrence, where the default reasonably indicates a risk of repeated nonperformance.

(e) Interim Measures; Mitigation; Self-Help. During any cure period, the Parties shall cooperate in good faith to mitigate harm and maintain continuity of essential operations and public safety. If the Defaulting Party fails to implement reasonable interim measures to prevent material harm during the cure period, the Non-Defaulting Party may take commercially reasonable steps to protect persons and property and to preserve public access and essential operations (including, where necessary, temporary assumption of certain operational tasks), and the Defaulting Party shall reimburse the Non-Defaulting Party for documented, reasonable costs of such steps to the extent permitted by law and to the extent such costs were caused by the Defaulting Party's default.

(f) Failure to Cure; Resolution if Cure Not Completed. If the Defaulting Party (i) fails to cure within the Initial Cure Period, and (ii) does not qualify for or comply with an Extended Cure Period under subsection (c), or (iii) fails to complete cure within the applicable cure period (including any extension), then the Non-Defaulting Party may exercise any and all remedies available under this Agreement, at law, or in equity, including one or more of the following, as applicable and subject to any governmental immunity limitations:

(1) termination of this Agreement and/or, as applicable, termination of the Ground Lease and retaking of the Ground Lease Premises;
(2) suspension of the Defaulting Party's rights to schedule or conduct events in the affected areas until cure is completed;
(3) performance by the Non-Defaulting Party of the Defaulting Party's obligation (or procurement of third-party performance) and recovery of documented, reasonable costs from the Defaulting Party as provided herein (self-help);
(4) specific performance or injunctive relief to prevent ongoing harm or to enforce non-monetary obligations where monetary damages are inadequate; and/or
(5) for CMU defaults involving abandonment or material noncompliance, the City's assumption of operation and management of some or all affected facilities and/or areas, as otherwise provided in this Agreement.

(g) Dispute/Determination; Meet-and-Confer. If the Defaulting Party disputes the existence of a default, the sufficiency of a cure, or the reasonableness of the time required to complete cure, the Parties shall promptly meet and confer through their designated negotiators to attempt resolution. The Non-Defaulting Party is not required to forego interim protective measures under subsection (e) during such discussions. If the Parties do not resolve the dispute within fifteen (15) days after the meet-and-confer is requested (or sooner if necessary to address safety or imminent harm), either Party may pursue any dispute resolution mechanism provided in this Agreement or otherwise available at law, and the cure periods in this Section shall not be construed to prohibit the Non-Defaulting Party from seeking emergency or injunctive relief.

(h) Emergency. "Emergency" means circumstances presenting an imminent threat to public health or safety, a substantial risk of significant damage to property, or a condition that materially jeopardizes continued operations or required public access such that immediate action is reasonably necessary. In an Emergency, the Non-Defaulting Party may take immediate action reasonably necessary to address the Emergency and shall provide notice to the Defaulting Party as soon as practicable thereafter.

18.3 City Retake/Assume Operations Upon Abandonment or Non-Compliance.

(a) Preconditions to Retake. City may retake possession and may assume operation and management of some or all of the Ground Lease Premises and/or leased facilities (a "Retake") only upon the occurrence of one (1) or more of the following, and then only in accordance with subsection (b):

(i) Abandonment. CMU has abandoned the Ground Lease Premises and/or the leased facilities, as defined in subsection (c); or

(ii) Uncured Material Default After Process. CMU has committed a material default under this Agreement; City has provided notice and the applicable notice and cure periods have expired without cure (including any permitted extension); and the Parties have completed the applicable dispute escalation/dispute resolution procedures required by this Agreement (or CMU has refused to participate), without resolving the default; or

(iii) Court Order. A court of competent jurisdiction has entered an order authorizing City to take possession and/or assume operations (including, as applicable, injunctive relief).

(b) Retake Notice; Scope; Transition. Except in the event of Abandonment under subsection (c)(i) or a court order under subsection (a)(iii), City shall provide CMU written notice of City's intent to Retake ("Retake Notice"), which shall: (i) identify the specific defaults and the portions of the premises/facilities to be retaken; (ii) confirm that applicable cure periods have expired and that dispute escalation/dispute resolution has not resolved the matter; and (iii) specify a Retake effective date not less than ten (10) days after CMU's receipt of the Retake Notice. City may Retake only those areas and operational functions reasonably necessary to protect public health and safety, preserve City property, and maintain scheduled public/community uses, unless a broader Retake is authorized by court order.

(c) Abandonment Standard. For purposes of this Agreement, "Abandonment" means that CMU has vacated or ceased material operations in the Ground Lease Premises and/or leased facilities and has failed to maintain a responsible on-site operational presence, security, or maintenance sufficient to prevent deterioration or unsafe conditions, for a continuous period of thirty (30) days, without City's prior written consent or without a written construction/closure plan approved by City. Abandonment also includes CMU's written notice to City of its intent to permanently cease operations under this Agreement. City's determination of Abandonment shall be made reasonably and in good faith, and City shall provide written notice of its determination to CMU; provided, however, that City may proceed with an immediate Retake without further notice if Abandonment is accompanied by conditions posing a public health or safety emergency or a substantial risk of significant damage to City property.

(d) Effect of Retake; No Waiver of Claims. Upon a Retake, City may (i) enter and take possession of the applicable premises, (ii) assume or delegate to a third-party operator the operation and management of some or all of the leased facilities, (iii) preserve and prioritize public access and the historically established uses and users contemplated by this Agreement, and (iv) take such actions as City determines, in its discretion, to be in the best interest of the City. A Retake shall not operate as a waiver or satisfaction, in whole or in part, of any claim, right, or remedy City may have arising out of or connected with CMU's default, and City's remedies shall be cumulative to the extent permitted by law.

(e) CMU Personal Property; Removal; Storage. Following a Retake, City may require CMU to remove CMU's personal property from the retaken areas within a reasonable time stated in the Retake Notice (or, in the case of Abandonment, within a reasonable time after notice of Abandonment determination). If CMU fails to timely remove such property, City may remove and store it in a location selected by City, at CMU's expense and without liability to City for loss or damage except to the extent caused by City's gross negligence or willful misconduct, and City may condition return of the property upon reimbursement of City's reasonable, documented costs of removal and storage.

(f) Accounting for Interim Operations. During any period City assumes operations following a Retake, City may collect and apply revenues generated from operation of the retaken facilities (if any) first to City's reasonable, documented costs of operating, securing, and maintaining the facilities and addressing deferred maintenance attributable to CMU's default, with any remaining amounts (if any) handled as provided elsewhere in this Agreement or by written agreement of the Parties.

(g) No Limitation on Emergency Protective Action. Nothing in this Section limits City's right to take immediate, temporary protective measures reasonably necessary to address an imminent threat to public health or safety or to prevent imminent, significant damage to City property; provided that any such protective measures shall not be deemed a "Retake" unless and until one of the predicates in subsection (a) is satisfied.

18.4 Cumulative Remedies.

(a) Cumulative. All rights and remedies of the Parties under this Agreement are cumulative and not exclusive, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy available under this Agreement, at law, or in equity, subject always to the limitations of applicable law (including governmental and sovereign immunities and limitations on remedies).

(b) City Remedies. Upon an Event of Default by CMU, and after compliance with any applicable notice, cure, and dispute resolution requirements, City may, in addition to any

other remedy available at law or equity, pursue one or more of the following remedies to the extent permitted by law:

(i) terminate this Agreement and/or terminate the Ground Lease as provided herein;
(ii) suspend, limit, or condition CMU's scheduling, access, or operational rights in the Licensed Use Area and/or Football Side to the extent reasonably necessary to protect public health and safety, preserve City property, and preserve public/community uses;
(iii) retake possession of all or part of the Ground Lease Premises and/or assume operations of some or all leased facilities in accordance with Section 18.3;
(iv) perform, or cause to be performed by third parties, any obligation CMU has failed to perform (including maintenance, repair, cleanup, security, and lien discharge) and recover City's reasonable, documented costs from CMU as provided in this Agreement (self-help), together with interest to the extent permitted by law;
(v) recover damages, including (A) unpaid amounts due and owing, (B) reimbursement of reasonable, documented out-of-pocket costs incurred as a direct result of CMU's default, and (C) to the extent permitted by law, other damages recoverable for breach of contract;
(vi) seek specific performance to compel performance of non-monetary obligations (including maintenance, public-access, and scheduling obligations), and/or seek temporary, preliminary, or permanent injunctive relief where monetary damages are inadequate;
(vii) draw upon any security or financial assurance required under this Agreement (if any), and/or set off amounts due to CMU under this Agreement against amounts CMU owes City to the extent expressly permitted herein; and
(viii) pursue any other remedy expressly provided in this Agreement or available under applicable law.

(c) CMU Remedies. Upon an Event of Default by City, and after compliance with any applicable notice, cure, and dispute resolution requirements, CMU may, in addition to any other remedy available at law or equity, pursue one or more of the following remedies to the extent permitted by law:

(i) terminate this Agreement (and, as applicable, the Ground Lease) as provided herein;
(ii) seek declaratory relief regarding the Parties' rights and obligations under this Agreement;
(iii) seek specific performance to compel performance of non-monetary

obligations by City, and/or seek temporary, preliminary, or permanent injunctive relief where monetary damages are inadequate; and
(iv) recover damages to the extent permitted by law and not barred by governmental immunities or statutory limitations, including reimbursement of reasonable, documented out-of-pocket costs incurred as a direct result of City's breach, if and as recoverable under applicable law.

(d) No Election; No Waiver; Delays. No failure or delay by either Party in exercising any right or remedy shall operate as a waiver thereof, and no waiver shall be effective unless in writing and signed by the waiving Party. Any waiver shall be limited to the specific instance and shall not constitute a waiver of any other or subsequent breach. Acceptance of performance or payments with knowledge of a breach shall not constitute a waiver unless expressly stated in a written waiver.

(e) Judicial Relief; Emergency. Nothing in this Section limits either Party's right to seek emergency relief to prevent imminent harm, protect public health and safety, or prevent imminent damage to property, consistent with applicable law and the non-waiver of immunities provisions of this Agreement.

19. EXPIRATION; SURRENDER; DISPOSITION OF IMPROVEMENTS

19.1 Surrender. Upon expiration or earlier termination, CMU shall surrender the Ground Lease Premises in good order and condition, reasonable wear and tear excepted.

19.2 If No Successor Agreement.

(a) Appraisal. CMU-constructed facilities/improvements located on City-owned land shall be appraised by a mutually acceptable independent appraiser for then-current fair market value.
(b) Disposition Election. The definitive disposition shall be subject to negotiation by the Parties, but may include:

(i) City purchases CMU's interest at appraised value; or
(ii) CMU removes some/all improvements at CMU's cost and restores disturbed areas to an agreed standard; or
(iii) a combination of purchase and removal as agreed.

19.3 Holding Over. Any holding over is subject to City's written consent and shall be on a month-to-month basis at a rate of 1/12 of the $300,000 lease payment ($25,000 per month), and shall not be deemed a renewal or extension. Any holding over shall only occur if the Parties are in good faith negotiation towards a renewal of the lease or sale of the property. All holding over shall be only for a reasonable time necessary to complete the negotiation and execution of any agreement based on the circumstances at that time.

20. DISPUTE ESCALATION; NEGOTIATING PROTOCOL

20.1 Designated Negotiators; Authority. The Parties designate the following representatives (each, a "Designated Negotiator") to negotiate Disputes (defined below) in good faith: (a) City: the City Manager (or designee); and (b) CMU: the CMU President (or designee). Each Designated Negotiator shall have authority to recommend settlement terms to their respective governing/approving body, as applicable.

20.2 Dispute Notice. "Dispute" means any claim, controversy, or disagreement arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, or enforcement. A Party asserting a Dispute shall provide written notice to the other Party describing, in reasonable detail, the nature of the Dispute, the relief requested, and the factual and contractual basis asserted (a "Dispute Notice").

20.3 Required Good-Faith Negotiation. Within ten (10) business days after receipt of a Dispute Notice (or such other time as the Parties may agree in writing), the Designated Negotiators shall meet and confer in person or by videoconference and shall negotiate in good faith to resolve the Dispute. The Parties shall continue good-faith negotiations for not less than thirty (30) days after the initial meet-and-confer (the "Negotiation Period"), unless the Parties resolve the Dispute sooner or mutually agree in writing to shorten or extend the Negotiation Period.

20.4 Mandatory Mediation; Condition Precedent. If the Dispute is not resolved within the Negotiation Period, then, as a condition precedent to the commencement of litigation or other formal legal proceedings, the Parties shall submit the Dispute to non-binding mediation. Mediation shall be initiated by written request of either Party and shall occur within forty-five (45) days after such request, unless the Parties mutually agree to a different date. The mediator shall be selected by mutual agreement; if the Parties cannot agree within ten (10) business days after the mediation request, either Party may request that a mutually acceptable mediation service provider appoint a mediator. The mediation shall be conducted in Mesa County, Colorado (or by videoconference if mutually agreed).

20.5 Costs; Participation. The Parties shall share the mediator's fees and mediation administrative costs equally, and each Party shall bear its own attorneys' fees and internal costs associated with negotiation and mediation. The Designated Negotiators (or successors with equivalent authority) shall attend the mediation session(s) and participate in good faith.

20.6 Interim/Emergency Relief; Immunities Preserved. Nothing in this Section limits either Party's right to seek temporary, preliminary, or emergency injunctive relief from a court of competent jurisdiction to prevent imminent harm to persons, to protect property, to address an immediate threat to public health or safety, or to preserve the status quo pending completion of the process above; provided that the Party seeking such relief shall continue to participate in the negotiation and mediation process to the extent practicable. All non-waiver of immunities, defenses, and limitations of liability provisions in this Agreement remain fully applicable.

20.7 Failure of Mediation; Available Legal Remedies. If mediation does not result in a written settlement agreement executed by both Parties within thirty (30) days after the mediation session concludes (or such longer period as the Parties may agree in writing), then the mediation shall be deemed to have "failed," and either Party may pursue any and all legal and equitable remedies available under this Agreement and applicable law, subject to the Agreement's notice/cure requirements (if applicable), the non-waiver of immunities provisions, and any limitations imposed by law.

20.8 No Admission; Confidentiality. Negotiations and mediation are settlement discussions and shall be treated as confidential to the extent permitted by law and applicable rules of evidence; participation shall not be construed as an admission of liability or waiver of any right, defense, or immunity

21. NOTICES

Notices shall be in writing and delivered by personal delivery, courier, or certified mail (and email if the Parties elect), to the addresses below.

To City:
City of Grand Junction, Attn: City Manager
250 North 5th Street, Grand Junction, CO 81501
With copy to: City Attorney, same address

To CMU:
Colorado Mesa University, Attn: President
1100 North Avenue, Grand Junction, CO 81501

22. MISCELLANEOUS

22.1 No Partnership/Agency. This Agreement does not create the relationship of principal and agent or of partnership or of joint venture. No party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other.

22.2 No Dedication or Other Rights. There are no intended third party beneficiaries to this Lease Agreement. The rights of occupancy and use described in this Ground Lease Agreement are private rights granted to CMU. The parties expressly disclaim any intention to dedicate to public use the Ground Leased Premises or any portion thereof or any extension thereto.

22.3 Entire Agreement; Amendment. This Agreement (with Exhibits) is the entire agreement and may be amended only by a writing executed by both Parties and approved as required by law.

22.4 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court or other tribunal of competent jurisdiction, such

invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement shall be construed and given effect as if such invalid, illegal, or unenforceable term or provision had never been included herein, and the remaining provisions shall remain in full force and effect. Upon such determination, the court or other tribunal is authorized and instructed, to the fullest extent permitted by law, to sever the invalid, illegal, or unenforceable term or provision and to modify and/or enforce this Agreement so as to give effect to the original intent of the Parties as closely as possible.

22.5 Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. This Agreement is not effective or binding on any party until fully executed by both parties.

22.6 Headings. The headings and titles to the sections of this Lease Agreement are not a part of this Lease Agreement and have no effect upon the construction or interpretation of any part of it.

22.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

22.8 COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202 (1), C.R.S. This Lease shall not be valid until it has been approved by the University’s Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202 (5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease. Venue for any action to enforce any covenant or agreement contained herein, or otherwise arising out of or relating to this Agreement, shall be in Mesa County, Colorado.

(D) LANDLORD/VENDOR OFFSET. §§ 24-30-202 (1), C.R.S. and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S, the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, et seq., C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

SIGNATURES

CITY OF GRAND JUNCTION

By: _____
Name: _____
Title: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

TRUSTEES OF COLORADO MESA UNIVERSITY
FOR THE BENEFIT OF COLORADO MESA UNIVERSITY

By: _____
Name: _____
Title: _____

Exhibit A, Legal Description

Legal Description Provided by City; Ground Lease Area Shaded in Red Below



Exhibit B, Site Plan

Exhibit C, Licensed Use Area Plan



Exhibit D, Existing OVG Concessions Agreement

CITY OF Grand Junction COLORADO

Purchasing Division

CONTRACT AMENDMENT NO. 2

DATE: December 5, 2022
FROM: City of Grand Junction Purchasing Division
TO: Pinnacle Venue Services, LLC d/b/a OVG360
RE: Contract Amendment to the Management Agreement regarding the Management of Two Rivers Convention Center, Avalon Theatre and Las Colonias Amphitheater, with the original Contract Agreement RFP-4287-20-SH dated February 17, 2017 as extended and amended by Contract Extension 4670-19-SH dated July 12, 2019 and again by Contract Extension 4815-20-SH dated September 10, 2020, and as amended by Contract Amendment No. 1, dated April 27, 2022 (collectively, the "Contract")

This Contract Amendment is executed as of the 5th day of December, 2022 (the "Contract Amendment No. 2 Effective Date"), by and between the City of Grand Junction, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" or "Owner" and Pinnacle Venue Services, LLC d/b/a OVG360, hereinafter in the Contract Documents referred to as the "Manager" or "Contractor." The Contract shall be clarified, modified, superseded and supplemented as of the Contract Amendment No. 2 Effective Date, as hereinafter described.

Contract Documents: The Owner's Request for Proposal RFP-4287-16-SH and any Addenda to the Contract Documents as set forth above, and this Signed Contract Amendment No. 2, as finally negotiated, compose the Contract Documents all of which are incorporated herein by this reference as if fully set forth.

The Contractor and Owner in consideration of the mutual covenants, promises, and agreements herein contained, agree to amend the contract as follows:

The Contract will be extended for a (5) year period, commencing January 1, 2023, and concluding December 31, 2027, subject to annual appropriation, with an option for one (1) additional three (3) year period, concluding December 31, 2030, also subject to annual appropriation. The Owner shall notify Manager of its intent to exercise its option to engage Manager for the foregoing option by September 1, 2027.

ARTICLE 13 of the Contract shall be deleted in its entirety and replaced with the following:

"ARTICLE 13
CONTRIBUTIONS BY MANAGER

Section 13.1 Manager shall engage in fundraising activities to offset Operating Costs; including applying for available grant funding and engaging in a fundraising campaign to solicit donations for the Venues and its operations.

Section 13.2 Manager Contribution. Manager shall make a capital contribution of up to US $500,000 (the "Investment") at the Venues for leasehold improvements and/or capital equipment dedicated to the Venues. City and Manager shall mutually agree upon the specific equipment and improvements to be purchased or made with the Investment, as well as the location for such improvements or installation of such equipment. The Investment shall be made over the course of the 2023 Operating Year but in any event shall be made in full by March 1, 2024.

Once identified, the specific equipment and other related tangible personal property to be purchased with the Investment shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements and other items purchased with the Investment, including any replacements or substitutions thereof, shall be owned by Manager until payment of the Buyout Amount (as described below), and the City agrees to execute such documents as Manager shall reasonably request evidencing Manager's ownership interest in such improvements and equipment, including financing statements. For the sake of clarity, nothing in this paragraph shall be construed as requiring Manager to replace any equipment or other personal property at its own cost.

The Investment shall be amortized on a straight-line basis over an eight (8) year period (at the rate of 1/96 per month), commencing on January 1, 2023. Within five (5) days of the expiration of early termination of this Agreement (for any reason whatsoever, including without limitation, if the City does not exercise its option to extend the Term as set forth in Contract Amendment No. 2, or if due to a breach, default or bankruptcy event by or affecting Manager), the City shall immediately pay to Manager the unamortized amount of the Investment (the "Buyout Amount"). In the event that the City fails to pay Manager the Buyout Amount when due, the Buyout Amount shall accrue interest at the rate of one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. In such event, and without limiting any other rights or remedies available to it, Manager may reenter the Venues, with or without process of law, and remove in a commercially reasonably manner the improvements or equipment purchased with the Investment and retain or dispose of such improvements or equipment as Manager sees fit. In such event, Manager shall retain its right to receive the Buyout Amount, but any proceeds from the sale of such improvements or equipment, less the cost to Manager of removing, storing and selling such improvements or equipment, shall reduce the Buyout Amount.

The City covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to Manager, title to the equipment and improvements purchased with the Investment will become vested in the City, and Manager agrees to execute all necessary documents to evidence same. The rights of Manager set forth in this Section shall be in addition to any other rights of Manager at law or in equity."

The original Contract is amended as noted. All other conditions remain the same.

[*Signatures Follow*]

ACCEPTED AND AREED as of the Contract Amendment No. 2 Effective Date:

CITY OF GRAND JUNCTION ("City") or ("Owner")

By: _____ 12/22/2022
Date

Print Name: Greg Caton

Title: City Manager

PINNACLE VENUE SERVICES, LLC d/b/a OVG360 ("Contractor") or ("Manager")

By: _____ _____
Date

Print Name: _____

Title: _____

CITY OF Grand Junction COLORADO

CONTRACT AGREEMENT-4815-20-SH

To: Tom Paquette, Managing Partner
Pinnacle Venue Services, LLC
20770 US 281 N. #108-484
San Antonio, TX 78258

SERVICE DESCRIPTION: **AGREEMENT FOR RFP-4287-16-SH MANAGEMENT OF TWO RIVERS CONVENTION CENTER, AVALON THEATRE AND LAS COLONIAS AMPITHEATER**

This CONTRACT is **executed** as of the **10th** day of **September, 2020**, by and between the **City of Grand Junction, Colorado,** a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Pinnacle Venue Services, LLC,** hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **January 1, 2021** through **December 31, 2022.**

This Contract Agreement will be a two (2) year agreement, subject to annual appropriation by the City with an option for three (3) additional one-year periods, also subject to annual appropriation.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the contract as follows:

Scope of Work: The Contractor shall perform for the City the Services set forth in the Original Agreement as a result of RFP-4287-16-SH. This contract is for **management of the Two Rivers Convention Center, Avalon Theatre, and Las Colonias Park Amphitheater**.

The Contractor will continue to supply the Operating Budget and Insurance information as stated in the Original Agreement.

Contract Documents: The Owner's Request for Proposal RFP-4287-16-SH and any Addenda to the Contract Documents, and the Signed Agreement as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the Services described in and required by the Contract Documents, the financial terms for **Two Rivers Convention Center and Avalon Theatre** will continue as follows:

> **Contractor shall be responsible for any operating costs above the Owner's annual subsidy of $225,000. The first $100,000 of net operating revenue above the $225,000 will be paid to the Contractor as a management fee. Any net operating revenue above the $100,000 of net operating revenue will be split evenly (50/50) between the Owner and the Contractor.**

The financial terms for **Los Colonias Park Amphitheater** will be as follows:

> **For each ticket sold at $20 or higher, $2.00 will be paid to the Owner.**
> **For each ticket sold from $10 to $19.99, $1.00 will be paid to the Owner.**
> **Twenty-five percent (25%) of net revenue from sales of sponsorships and commercial or pouring or naming rights shall be paid to the Owner.**

CITY OF Grand Junction COLORADO

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on events and situations as they occur. The parties acknowledge that this Contract Extension is not intended to amend the financial terms of the Contract Documents, and in the event of any ambiguity regarding the interpretation hereof, the language of the Contract Documents shall control, taking into account the parties' past practice.

In Witness whereof, the parties hereto have caused this Contract Extension to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

Authorized Signature: _____

Title: City Manager

Date: 9/16/2020

PINNACLE VENUE SERVICES, LLC:

Authorized Signature: _____

Title: Authorized Representative

Date: 9-16-20

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CITY OF Grand Junction COLORADO

Purchasing Division

CONTRACT AMENDMENT NO. 1

DATE: **April 27, 2022**

FROM: **City of Grand Junction Purchasing Division**

TO: **Pinnacle Venue Services, LLC d/b/a OVG360**

Contract Amendment for Management of Two Rivers Convention Center, Avalon Theatre and Las Colonias Amphitheater Contract Agreement 4815-20-SH dated February 17, 2017 as extended by Contract Extension 4670-SH dated July 12, 2019

The Contract shall be clarified, modified, superseded and supplemented as to this date as hereinafter described.

The scope of work shall be modified as follow:

In addition to services provided in the Contract Agreement 4815-20-SH, the Contractor, upon full execution of this Contract Amendment No. 1, shall begin providing concession services for the Lincoln Park Stadium as follows:

- Engaging and overseeing employees necessary to perform such concession services;
- Order, stock, prepare, pay for (as an Operating Expenses under the Contract) and sell appropriate foods and beverages.

- The Contractor will manage the concession stands by and through the current Grand Junction Convention Center and Las Colonias Amphitheater staff.
- Contractor shall not provide the foregoing concession services at or in connection with any minor league baseball games held at Lincoln Park Stadium, and a calendar of all expected events shall be provided by Owner on a quarterly basis and updated, as appropriate.
- For avoidance of doubt, such concession services shall not include (i) the sale or distribution of any alcoholic beverages, or (ii) maintenance (routine or otherwise) of any equipment necessary to perform the concession services (excluding general cleaning), all of which shall be provided/paid for by Owner at its sole expense.

The Contractor may provide catering for Lincoln Park Tower Hospitality Suite (including GJ Rockies Baseball) dependent upon successful negotiations with relevant third parties. These services will be individual and separate contracts to be done with the relevant third parties.

The financial terms shall be modified as follows:

The Owner shall receive 10% of gross Food and Beverage revenue generated by Contractor at Lincoln Park Stadium up to $100,000 each Operating Year, and 20% of such gross Food and Beverage revenues in excess of $100,000 each Operating Year. The remaining gross Food and Beverage revenue shall belong to Contractor. For clarification purposes, gross proceeds shall be calculated separate from all other Revenue generated under the Contract.

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The original Contract is amended as noted.

All other conditions remain the same.

CITY OF GRAND JUNCTION, COLORADO ("City") or ("Owner")

By: DocuSigned by: Duane Hoff Jr., Contract Administrator – City of Grand Junction 5/20/2022
0F780E7D60F14BC...

Duane Hoff Jr., Contract Administrator — Date

PINNACLE VENUE SERVICES, LLC d/b/a OVG360 ("Contractor") or ("Manager")

By: Chris Granger — 5/17/2022

Chris Granger — Date

Authorized Signatory

CITY OF Grand Junction COLORADO

CONTRACT EXTENSION-4670-SH

To: Tom Paquette, Managing Partner
Pinnacle Venue Services, LLC
20770 US 281 N. #108-484
San Antonio, TX 78258

SERVICE DESCRIPTION: **AGREEMENT EXTENSION FOR RFP-4287-16-SH MANAGEMENT OF TWO RIVERS CONVENTION CENTER, AVALON THEATRE AND LAS COLONIAS AMPITHEATER**

This CONTRACT is **extended** as of the **12th** day of **July, 2019**, by and between the **City of Grand Junction, Colorado,** a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Pinnacle Venue Services, LLC,** hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **January 1, 2020** through **December 31, 2020.**

The original Contract Agreement signed on January 17, 2017 was a three (3) year agreement, subject to annual appropriation by the City with an option for two (2) additional years, also subject to annual appropriation. This extension is the first of the two additional years.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to **extend** the **contract award** as follows:

Scope of Work: The Contractor shall perform for the City the Work set forth in the Original Agreement as a result of RFP-4287-16-SH. This contract is for **management of the Two Rivers Convention Center, Avalon Theatre, and Las Colonias Park Amphitheater**.

The Contractor will continue to supply the Operating Budget and Insurance information as stated in the Original Agreement.

Contract Documents: The Owner's Request for Proposal RFP-4287-16-SH, Contractor's Response Form, any Addenda to the Contract Documents, and the Signed Agreement as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the financial terms for **Two Rivers Convention Center and Avalon Theatre** will continue as follows:

> **Contractor shall be responsible for any operating costs above the Owner's annual subsidy of $225,000. The first $100,000 of net operating revenue above the $225,000 will be paid to the Contractor as a management fee. Any net operating revenue above the $100,000 of net operating revenue will be split evenly (50/50) between the Owner and the Contractor.**

The financial terms for **Los Colonias Park Amphitheater** will be as follows:

> **For each ticket sold at $20 or higher, $2.00 will be paid to the Owner.**
> **For each ticket sold from $10 to $19.99, $1.00 will be paid to the Owner.**
> **Twenty-five percent (25%) of net revenue from sales of sponsorships and commercial or pouring or naming rights shall be paid to the Owner.**

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on events and situations as they occur.

In Witness whereof, the parties hereto have caused this Contract Extension to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

Authorized Signature: _____

Title: City Manager

Date: 12/27/2019

PINNACLE VENUE SERVICES, LLC:

Authorized Signature: Hank Abate

Title: President, OVG Facilities

Date: 12-19-19

December 14, 2016

Jay Valentine

Internal Services Manager

City of Grand Junction

Dear Jay,

Per our discussion, this letter will serve as a Statement of Intent/Agreement in Principle regarding the Pinnacle Venue Services (PVS) proposal for the management of the Two Rivers Convention Center (TRCC) and Avalon Theatre. I've also include some information and ideas of how to handle logistics with the City. Hopefully, this will also serve as a basis for drafting an agreement; we have a standard agreement that is modified based on specific venues and details from which we can begin the work to develop a Services Agreement for TRCC and Avalon Theatre.

PVS will provide full management services for the TRCC and Avalon Theatre: we believe we can operate the venues more efficiently by implementing some industry best practices generating additional revenue and being responsible for more effectively managing operating costs and services. We will operate the venues as efficient businesses.

PVS will be responsible for:

- Hiring and managing all venue staff
- Staff payroll & benefits
- Event Booking and scheduling
- Event sales
- Working with VCB and business stakeholders
- Event promoter negotiations and relations
- Establishing rental rates and guidelines in an event booking scheduling policy
- Financial management including monthly financial reporting, budgeting, and forecasting
- Managing all operating expenses and securing 3rd party service contracts
- Marketing the venues and events
- Website and social media management
- Public relations related to the venues
- Sponsorship sales
- Operations including routine and preventative maintenance
- Event management, event set-up and changeover
- F&B services management

- Customer Service
- Security operations
- Box office operations
- Ticketing services management
- Parking operations for applicable lots
- IT and telecommunication services
- Securing appropriate insurance policies
- Communication with and reporting to the city

The City will be responsible for:

- Providing an annual operating subsidy of $225,000 (see additional information below)
- All capital repairs and improvements (see additional information below)
- Providing required information such as necessary insurance policy requirements, local tax information, licenses, permits, local codes, etc.
- Providing for all reasonable transition costs during the first six months of the agreement including PVS corporate support travel related expenses (transportation, lodging, meals, etc.), venue senior level staff recruiting and relocation expenses (if necessary), and any necessary IT and telecommunications equipment, etc.

Financial Terms

Our proposal is that PVS will guarantee the City's bottom line for operating both the TRCC and Avalon Theatre. PVS will be responsible for any operating costs above the City's annual subsidy of $225,000. The first $100,000 of net operating revenue above the $225,000 will be paid to PVS as a management fee. Any net operating revenue above the $100,000 of net operating revenue will be split evenly (50/50) between the City and PVS.

Based on the current approved operating budget, the City will advance two months of projected expenses to the venues' operating account. After the first month, PVS will produce financial statements to determine if additional funding from the City is necessary to operate the venues. After each month, PVS will reconcile the venues' financial standing for review with the City and determining what amount of funding, if any, is necessary for the upcoming month(s).

Maintenance and Capital Improvements

PVS will be responsible for all operations related expenses including general day-to-day maintenance. The City will be responsible for all capital improvements. Unless other mutually acceptable terms are established, general maintenance and capital projects will be allocated using the current projected

budgets of the City for those expenses for the first year. Any repairs and maintenance over that budgeted amount would be the responsibility of the City.

Staffing

Current staff and each position's duties will be evaluated. Our goal is to retain as many of the current staff as possible. City employees at the venues will be transferred to PVS' payroll and benefits at a date to be determined after the execution of an operating agreement.

Agreement Term

We are proposing a three (3) year agreement, subject to annual appropriation by the City with an option for two (2) additional years. (We would consider a five (5) year agreement with additional option years, especially if the amphitheater was added to the agreement.) The start date is January 1, 2017.

Amphitheater Management Services

We are excited for the opportunity to provide management services for the future amphitheater. We would like to learn more about this project. With additional information, we would include that in our management services agreement with the appropriate terms at the appropriate date.

Additional Services

PVS will provide consulting regarding the design of other city owned venues (amphitheater and event center) in Grand Junction at no additional cost to the City.

After you've had a chance to review this letter, let me know if this letter of intent is agreeable. If so, please have the appropriate person sign and return a signed copy to me. I can be reached at 210-784-7189. I look forward to beginning this exciting new venture.

Regards,

Tom Paquette

Tom Paquette

Managing Partner

Pinnacle Venue Services

Agreed by:

Name: Jay Valentine

Title: Internal Services Manager

Date: 1/3/17

MANAGEMENT AGREEMENT

between

THE CITY OF GRAND JUNCTION

and

PINNACLE VENUE SERVICES, LLC

Dated: February 17, 2017

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MANAGEMENT AGREEMENT

This Management Agreement is made as of the 17th day of February, 2017, by and between the City of Grand Junction, CO ("**City**"), and Pinnacle Venue Services, LLC, a Texas Limited Liability Company ("**Manager**").

RECITALS

The, City owns, the Two Rivers Convention Center, located at 159 Main Street, Grand Junction, CO 81501 (the "**Convention Center**") and the Avalon Theatre, located at 645 Main Street, Grand Junction, CO 81501; (the "**Theatre**") which collectively may be referred to as (the "**Venues**") and

On November 8, 2016, the City issued Request for Proposal No.RFP-4287-16-SH (the "RFP").

The, Manager submitted a proposal in response to the RFP (the "Proposal") and was deemed to be the most responsible responsive proposer under the RFP.

The City has the full legal right and authority to engage a third party to manage and operate the Venues, and the City desires to engage Manager to manage and operate the Venues on behalf and for the benefit of the City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Agreement: this Management Agreement, together with all exhibits attached hereto as well as the RFP (each of which are incorporated herein as an integral part of this Agreement).

Building Components: Structural components of the Venues including the roof system, electrical system and HVAC system.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment,

where the cost of such expenditure is greater than $2,500 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

City: The term "City" shall have the meaning ascribed to such term in the Recitals to this Agreement.

City Events: Events hosted or presented by the City of Grand Junction.

City Expenses: Expenses incurred in the operation of the Venues for which the City will accept sole responsibility. City Expenses shall include the cost of Capital Expenditures, Property Insurance, and the costs of audits, for the Venues.

Commercial Rights: Pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Venues and owned or controlled by the City.

CPI: The Consumer Price Index for All Urban Consumers, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: "Effective Date" shall be the first (1st) day of the first (1st) Operating Year of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Venues threatening persons or property.

Event: The rental or booking of any component of the Venues by a person or entity other than the City.

Event Account: A separate interest-bearing account in the name of the Manager in a local qualified public depository, where advance ticket sale revenue is deposited by Manager.

Event Calendar: The schedule of events to be held at the Venues which shall include a list of the anticipated Events to be held during the Operating Year and the number of days during which any and all portions of the Venues will be used for the production of Non-City Events.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority including but not limited to the City stemming from the existence of economic or energy controls, hostilities or war, affecting the Theater or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

FF&E: Furniture, fixtures and equipment to be procured for use at the Venues including lighting systems, audio visual equipment, a stage rigging system, furniture, computers and telephones.

Fixed Management Fee: The fixed fee the City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

General Manager: The employee of Manager acting as the full-time on-site person responsible for the Venues.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Venues (including employees performing the functions of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning ascribed to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Venues and Venue events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Net Operating Revenue: All annual revenue generated by Manager's operation of the Venues; plus Operating Subsidy; less all related annual operating expenses.

Non-City Events: Events not hosted or presented by the City of Grand Junction.

Operating Account: A separate interest-bearing account in the name of the Manager in a local qualified public depository, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Venues that includes a projection of Revenues and Operating Expenses and Event Calendar presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Theatre, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xi) security expenses, (xii) budgeted travel and entertainment expenses of Manager employees, (xiii) cost of employee uniforms and identification, (xiv) exterminator, trash removal and landscaping costs, if applicable (xvii) computer, software, hardware and training costs, (xv) parking expenses, (xvi) office expenses, (xvii) accounting fees, (xviii) all insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xix) cost of City Events, (xx) cost of complying with any Laws, (xxi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Theatre on behalf of City; (xxii) costs incurred under Service Contracts and other agreements relating to Venue operations, and (xxiii) Taxes, excluding federal income taxes of the Manager. The term "Operating Expenses" does not include debt service on the Venues or City Expenses.

Operating Subsidy: The annual dollar amount to be contributed by the City to subsidize the costs of operating the Venues. The Operating Subsidy shall be set at Two-Hundred Twenty-Five Thousand Dollars ($225,000) on an annual basis and shall be incorporated into the Operating Budget for each Operating Year during the Term and any Renewal Term.

Operating Year: Each twelve (12) month period during the Term, commencing on January 1, 2017 and ending on December 31.

Operations Manual: Document to be developed by Manager which shall contain terms regarding the management and operation of the Venues, including detailed policies and procedures to be implemented in operating the Venues, as agreed upon by both the City and the Manager.

Revenue: All revenues generated by Manager's operation of the Venues, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, grants and donations, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Venues and entered into in the ordinary course of operating the Venues.

Service Contracts: Agreements for services to be provided in connection with the operation of the Venues, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, landscaping and other services which are deemed by Manager to be either necessary or useful in operating the Venues.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the City at the Venues, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Venues, from any guests, or from any others using or occupying all or any part of the Venues.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

Transition Expenses: Expenses related to the transition of the management of the Venues from the City to the Manager and incurred in the first six months of the Agreement that would not normally be included in Venue operations in a typical operating year.

Venues: shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire Convention Center complex and the Theatre, including but not limited to premium seating areas, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage, and the entrances, ground, sidewalks and parking areas immediately surrounding the Venues and adjacent thereto.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Venues, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit "A" attached hereto (collectively, the "Services").

(b) Manager hereby accepts such engagement, and shall perform the Services described herein, subject to the limitations expressly set forth in this Agreement and in the

Operations Manual, which Manager shall present to the City for its approval within one hundred and twenty (120) days of the Effective Date and once approved be attached hereto as Exhibit "B".

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the City making available, in a timely fashion, the Operating Subsidy during any Operating Year of the Term or Renewal Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the City to timely provide the Operating Subsidy.

ARTICLE 3
COMPENSATION

Section 3.1 Management Fee/Net Operating Revenue Distribution. During each Operating Year, Net Operating Revenue shall be distributed in accordance with the following schedule:

(a) Net Operating Revenue between $1.00 - $100,000.00: Manager receives One Hundred (100%) as the Fixed Management Fee;

(b) Net Operating Revenue above $100,000: Manager receives Fifty percent (50%); City Receives Fifty percent (50%).

Manager shall make annual payments of the applicable Net Operating Revenue to the City within fourteen (14) days of the close of the City fiscal year in which the Net Operating Revenue is collected.

ARTICLE 4
TERM; TERMINATION

Section 4.1 Term. This Agreement shall begin on the Effective Date and shall continue on an annual basis, subject to the annual appropriation, for three (3) years unless sooner terminated in accordance with section 4.2. The City may at its discretion, elect to extend the Agreement for an additional two-year term under the same terms and conditions contained herein (the "Renewal Terms"). The City shall notify Manager of its intent to exercise its option to engage the Manager for the Renewal Term not less than ninety (90) days prior to the expiration of the Term.

Section 4.2 Termination. In addition to the termination right described in Section 4.1 above, this Agreement may be terminated:

(a) subject to Section 4.3(a) below, by the City upon sixty (60) days written notice to Manager in the event that the City elects in its sole discretion to permanently close the Venues, the fact of which is certified by the City in writing to Manager; or

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period.

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing; or

(d) by the City or the Manager upon the failure of the parties to agree on an Operating Budget including a non-appropriation by the City in any Operating Year.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the City pursuant to Section 4.2(a) due to closure of the Venues, Manager shall, upon the issuance of a notice of termination by the City, relinquish control of the Operating Account to the City and provide the City with an up to date accounting of all accounts payable and receivable.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the City shall promptly pay Manager all fixed Management Fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Venues as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, (iv) Manager shall utilize available funds in the Operating Account to satisfy any obligations incurred by Manager prior to the date of termination or expiration. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5
OWNERSHIP; USE OF THE VENUES

Section 5.1 Ownership of Theater, Data, Equipment and Materials.

(a) The City will at all times retain ownership of the Venues, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Venues. The City and Manager agree and acknowledge that this Agreement does not grant the Manager any leasehold or other property interest in the Venues and that the City Manager or his designee shall have the right and authority to enter the Venues at any time for any reason.

(b) Any data, equipment or materials furnished by the City to Manager or acquired by Manager as an Operating Expense shall remain the property of the City, and shall be returned to the City when no longer needed by Manager to perform under this Agreement.

Section 5.2 Right of Use by Manager. The City hereby gives Manager the right and license to use the Venues solely for the purposes authorized herein, and Manager accepts such right of use, for the purpose of performing the Services herein specified, including the operation and maintenance of all physical and mechanical components of the Venues necessary for, and related to, the operation, maintenance and management of the Venues. The City shall provide Manager with a sufficient amount of suitable office space in the Venues and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Venues for all of Manager's full-time employees and for the Venue event staff.

Section 5.3 Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the City is bound in connection with its ownership or operating rights of or at the Venues.

ARTICLE 6
PERSONNEL

Section 6.1 Generally. Manager shall engage, as its own employees (and not employees of the City) staff necessary to provide the services of Manager described in this Agreement. Manager shall select, in its sole discretion but subject to City's right to approve within the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees at the Venues and shall control the terms and conditions of employment (including without limitation termination thereof, except as specifically provided herein) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include a person with managerial experience in similar Venues to serve as a full-time on-site General Manager of the

Venues. Hiring of the General Manager by Manager shall require the prior approval of the City Manager, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the City, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the City's approval. The General Manger will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Venues, supervision of employees, and management and coordination of all activities associated with events taking place at the Venues. The City Manager may, at his/her discretion request that Manager remove and replace the General Manager. Manager shall, within 30 days of receiving a written request for the replacement of the General Manager present an alternative candidate for the role of General Manager Director to the City Manager for his/her approval.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither City nor any of its affiliates shall solicit for employment, or hire, Manager's General Manager for work at the Venues. The City acknowledges that Manager will spend a considerable amount of time identifying, hiring and training the General Manager to work in such position, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the City were to breach the terms of this Section by hiring, or soliciting for employment, such individual. Accordingly, in the event of a breach or anticipated breach of this section by the City, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the City from continuing such breach, without the necessity of posting a bond.

ARTICLE 7
OPERATING BUDGET; EVENT CALENDAR

Section 7.1 Establishment of Operating Budget. Manager will develop an Operating Budget for the first operating year within ninety (90) days of the Effective Date. Manager will convert the City first (1st) year operating budget into financial reporting format used by Manager. Manager agrees that at least 60 days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues, Operating Expenses and an Event Calendar, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. In order for the City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the City such reasonable financial information relating to the Venues as may be requested by the City from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the City (which approval shall not be unreasonably withheld

or delayed). If the City fails to approve any annual Operating Budget (or any proposed amendment thereto), the City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation, and the City to achieve the level of Service contemplated in the proposed Operating Budget.

Section 7.3 Operating Subsidy. During each Operating Year, the City will provide an Operating Subsidy of Two Hundred and Twenty-Five Thousand Dollars ($225,000) to the Manager which Manager shall use for the sole purpose of paying Operating Expenses. The Operating Subsidy shall represent the full financial contribution of the City for the operation of the Venues (excluding payment of the Management Fee/Net Operating Revenue) during each Operating Year. In the event that the funds available in the Operating Account are insufficient to pay for all outstanding Operating Expenses, Manager shall be solely responsible for the payment of all Operating Expenses.

ARTICLE 8
PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and event deposits and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned, if any. Operating Expenses shall not be paid from funds in the Event Account.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Venues shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that the Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement.

ARTICLE 9
FUNDING

Section 9.1 Venue Funding. Source of Funding. Following the Effective Date, Manager shall pay all items of expense for the operation, maintenance, supervision and management of the

Venues from the funds in the Operating Account. The Operating Account shall be funded with amounts generated by operation of the Venues (as described in Article 8 above), or otherwise made available by the City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the first two-month period following the Effective Date. The City shall thereafter, on or before the 1st day of each succeeding month (beginning with the 2nd month following the Effective Date), deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month, maintaining an additional one-month of expenses in such account at all times. Manager shall have no liability to the City or any third-party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Transition Expenses. City agrees to pay for Transition Expenses during the first six months of the agreement including Manager's corporate support travel related expenses (transportation, lodging, meals, etc.), venue senior level staff recruiting and relocation expenses (if necessary), and costs related to securing any necessary IT and telecommunications equipment, software, etc.

ARTICLE 10
FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Venues, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Venues. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term or Renewal Terms, financial reports for the Venues including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Venues during such month. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. City or its designee may audit the Manager's operation of the Venues at any time during the Term. The cost of any audit shall be borne by the City. Such audit shall be performed by an external auditor approved by the City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11
CAPITAL IMPROVEMENTS

Section 11.1 Schedule of Capital Expenditures. Starting in the second operating year, Manager shall, at the time of submission of the annual Operating Budget to the City, provide to the City a schedule of proposed capital improvements to be made at the Venues, for the purpose of allowing the City to consider such projects and to prepare and update a Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. The City shall be solely responsible for all Capital Expenditures at the Venues; provided, however, the City shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the City to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to and receipt of approval from the City, to make Capital Expenditures at the Venues for Emergency Repairs. In such event, the City shall promptly reimburse Manager for the reasonable cost of such Capital Expenditure.

ARTICLE 12
VENUE MAINTENANCE

Section 12.1 Responsibilities of the Manager. The Manager acknowledges that it is willing and able to provide the Services for the Venues as it has been designed. Manager is responsible for the purchase and maintenance of all FF&E not included in the Venues currently, the cost of which shall be deemed to be Operating Expenses. Further, Manager shall be responsible for the cost of repairs to any individual FF&E due to normal wear and tear up to Two Thousand Five Hundred Dollars ($2,500.00).

ARTICLE 13
CONTRIBUTIONS BY MANAGER

Section 13.1 Manager shall engage in fundraising activities to offset Operating Costs; including the applying for available grant funding and engaging in a fundraising campaign to solicit donations for the Venues and its operation.

ARTICLE 14
VENUE CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 14.1 Existing Contracts. The City shall provide to Manager, on or before the Effective Date, copies of all existing Service Contracts.

Section 14.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Venues. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or

obligations being provided or performed by such parties and shall identify the City as an Indemnittee of the contracting party as well as name the City as additional insured on all required insurance policies. Manager shall obtain the prior approval of the City (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or City following expiration of the Term without any penalty. Manager shall be solely responsible for the payment of all third-party vendors. Manager agreements with third parties shall contain language stating that the City shall not be liable for payment and that vendors expressly forgo any right both in law and equity to attempt to collect payment from the City.

ARTICLE 15
AGREEMENT MONITORING

Section 15.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Venues, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 16
INDEMNIFICATION

Section 16.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the City and its officials, directors, officers, employees, agents, successors and assigns against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, including attorney's fees at both the trial and appellate level, and of any kind and nature arising from or in any way connected to the performance of this Agreement whether by act or omission of the Manager, its agents, servants, employees or other, or because of or due to the mere existence of the Agreement between the Parties; unless said claim for liability is caused solely by the negligence, misfeasance or malfeasance of the City or its employees.

Section 16.2 Indemnification by the City. To the extent authorized by law, City agrees to defend, indemnify and hold harmless Manager, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) any environmental condition that results in injury, loss, or damages at the Venues or on or under the premises on which the Venues are located not caused by Manager, its employees or agents, (c) any structural defect with respect to the Venues.

Section 16.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense,

for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 16.4 Survival. The obligations of the parties contained in this Article 16 shall survive the termination or expiration of this Agreement.

ARTICLE 17
INSURANCE

Section 17.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit "D", attached hereto, and shall provide to the City promptly following the Effective Date certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the City. Each insurance policy shall include a requirement that the insurer provide Manager and the City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 17.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Colorado or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the City. Manager shall require that all third-party users of the Venues, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the City as additional insureds.

ARTICLE 18
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 18.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third-party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

Section 18.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that to the best of the City's knowledge, the Venues are, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Venues (including, without limitation, Title II of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Venues.

ARTICLE 19
MISCELLANEOUS

Section 19.1 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, sexual orientation, disability, national origin, ancestry, physical handicap, or age.

Section 19.2 Use of Venue Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder),

for no charge, the name and all logos of the Venues, on Manager's stationary, in its advertising of the Venues, and whenever conducting business of the Venues; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos. All intellectual property rights in any Venue logos developed by the Manager or the City shall be and at all times remain the sole and exclusive property of the City. Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

Section 19.3 Venue Advertisements. The City agrees that in all advertisements placed by the City for the Venues or events at the Venues, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a statement that the Venue is "managed by Pinnacle Venue Services".

Section 19.4 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure. In the event that Manager is unable to perform due to Force Majeure, the City shall have the right to procure substitute services from a third party or to utilize City personnel to provide the Services.

(b) In the event of damage or destruction to a material portion of the Venues by reason of fire, storm or other casualty loss that renders the Venues (or a material portion thereof) untenantable, the City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Venues (or a material portion thereof) untenantable for a period estimated by an architect selected by the City at Manager's request, of at least one hundred twenty (120) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other.

Section 19.5 Assignment. Neither party may assign this Agreement or any obligation arising out of or under it without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale of all or substantially all its assets or equity interests, and Manager may assign this Agreement to an affiliate, parent or subsidiary of Manager where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City. Any purported assignment in contravention of this Section shall be void.

Section 19.6 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address

and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:
Greg Caton
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

If to Manager:
Pinnacle Venue Services
20770 US 281 North
San Antonio, TX 78258
Attn: Tom Paquette

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 19.7 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 19.8 Entire Agreement. This Agreement (including the exhibits attached hereto), in conjunction with the RFP, the terms of which are incorporated herein by reference, comprise the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written. In the event of a conflict between the terms of this Agreement and the terms of the RFP, the terms of this Agreement shall prevail.

Section 19.9 Governing Law; Venue. The Agreement is entered into in Mesa County, Colorado and under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Colorado, without regard to its conflict of laws principles. The exclusive venue for any litigation arising under this Agreement shall be Mesa County, Colorado.

Section 19.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 19.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then

existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 19.12 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Venues, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Venues, entering into contracts, accepting reservations for use of the Venues, and conducting financial transactions for the Venues, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 19.13 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 16.1 and 16.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 19.14 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party.

Section 19.15 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 19.16 Manager's Compliance with Colorado Public Records Law.

To the extent that Manager is acting on behalf of the City, this Agreement shall be subject to Colorado Open Records Act.

As required pursuant to Colorado Law, Manager shall comply with Open Records Act specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

City of Grand Junction

By: _____
Greg Caton
City Manager

By: Pinnacle Venues Services, LLC

By: Tom Paquette
Tom Paquette
Chief Administrative Officer

EXHIBIT A
MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Venues in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking, and general user services.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Venues.

(d) Require that all material vendors and licensees of the Venues execute vendor/license agreements containing the same indemnification and insurance obligations imposed on Manager pursuant to this Agreement on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Venues, including a Booking Policy (located in the Operations Manual) for the rental of Venues. Manager shall submit such form agreements and Booking Policy to the City for its review and comment, and the parties shall work together to finalize such forms and Booking Policy. Once finalized, Manager shall use such forms in furtherance of its duties hereunder. Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Venues, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted. Manager shall be responsible for repairing all Venue equipment damaged by Manager and Manager's employees.

(g) Arrange for and otherwise book Events at the Venues in accordance with an Event Calendar to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Venues in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the City in a timely manner financial and other reports detailing Manager's activities in connection with the Venues, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the City, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Venues from the Operating Account. At the end of the calendar year, in the event that the funds available in the Operating Account are insufficient to pay for Operating Expenses, Manager shall be solely responsible for the payment of outstanding Operating Expenses.

(m) Secure, or assist the City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Venues for the specific events to be held therein, and for the general occupancy of the Venues, including without limitation all necessary food and liquor licenses, and renewals thereof. The City shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Pay all applicable Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Venues.

(r) Prepare, maintain and implement on a regular basis, subject to the City's approval, a Marketing Plan for the Venues.

(s) Manage and oversee the sale of Commercial Rights at or in connection with the Venues. Manager must obtain City approval prior to the sale of naming rights for the Venues or any portion thereof.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Venues, and deliver a written report of the

foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify City of any such damage or loss.

(u) Purchase, with funds from the Operating Account, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Venues.

(v) As agent for the City, manage risk management and Venue insurance needs (not including property insurance, which shall be maintained by the City), as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. In the event that any malfunctioning or inoperative component of the Venues or equipment utilized therein owned by the City is covered by manufacturer warranty, Manager shall assist the City in facilitating the repair or replacement of the malfunctioning or inoperative component or piece of equipment under the terms of the existing manufacturer warranty. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the City, shall be deemed the property of the City.

(x) Cause such other acts and things to be done with respect to the Venues, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Venues following the Effective Date.

(y) Engage in fundraising activity to raise operating and capital funds from the community for the Venues.

EXHIBIT B
OPERATIONS MANUAL

[TO BE ATTACHED]

EXHIBIT C
OPERATING BUDGET (1ST OPERATING YEAR)

[TO BE ATTACHED]

EXHIBIT D
INSURANCE

The Manager shall be required to furnish insurance certificates, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the City thirty (30) days' written notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the Manager or its insurance broker shall notify the City of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Manager shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Manager shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Manager shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way, reduce any liability the Manager has assumed in the indemnification/hold harmless section(s) of this Agreement.

REQUIRED INSURANCE

A. **COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent Operators. Coverage must be written on an occurrence basis, with limits of liability no less than:

    1. Each Occurrence Limit - $1,000,000

    2. Fire Damage Limit (Damage to rented premises) - $1,000,000

3. Personal & Advertising Injury Limit - $1,000,000

4. General Aggregate Limit - $2,000,000

The City of Homestead must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all employees, and/or volunteers of the Manager engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Manager shall require the Sub-operators similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Manager. Coverage for the Manager and his Sub-operators shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B $500,000 Each Accident

   $500,000 Disease – Policy Limit

   $500,000 Disease – Each Employee

If OPERATOR claims to be exempt from this requirement, Manager shall provide City proof of such exemption along with a written request for City to exempt Manager, written on Manager letterhead.

C. AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto
   Combined Single Limit (Each Accident) - $1,000,000

2. Hired Autos
   Combined Single Limit (Each Accident) - $1,000,000

3. Non-Owned Autos
   Combined Single Limit (Each Accident) - $1,000,000

D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects).

E. CRIME COVERAGE when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If Operator is physically located on the City's premises, a third-party fidelity coverage extension shall apply for the **City of Grand Junction.**

REQUIRED ENDORSEMENTS

1. The City of Grand Junction shall be named as an Additional Insured on each of the General Liability polices required herein

2. Waiver of all Rights of Subrogation against the City

3. 30 Day Notice of Cancellation or Non-Renewal to the City

4. Managers' policies shall be Primary & Non-Contributory

5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City

6. The City of Grand Junction shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear. (If applicable).

7. All policies shall contain a deductible of no more than $25,000.

8. The City may require higher limits of insurance if deemed necessary.

Manager shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the Manager pursuant to this Agreement must also be required by any Sub-operator in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such Sub-operator is covered by the protection afforded by the Manager and provided proof of such coverage is provided to City. The Manager and any Sub-operators shall maintain such policies during the term of this Agreement.

The City reserves the right to require any other additional types of insurance coverage

and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

Addendum

Las Colonias Park Amphitheater

The City of Grand Junction, CO, (the "**City**") owner of the Las Colonias Park Amphitheater (the "**Amphitheater**") hereby grants **Pinnacle Venue Services, LLC** ("**PVS**") the following exclusive rights related to events at the Amphitheater:

(1) Schedule and manage all ticketed live entertainment events at the Amphitheater during the term of this Agreement. (Annual festivals and scheduled events existing on the effective date and produced by the City of Grand Junction Parks and Recreation Department are not included in the exclusive rights of PVS.)
(2) Negotiate and communicate with event promoters, agents, and artist representatives for ticketed live entertainment events.
(3) Procure, negotiate, execute, administer a ticketing services agreement that will exclusively provide ticketing services for all ticketed live entertainment events at the Amphitheater.
(4) Procure and negotiate vendor agreements for ticketed live entertainment events.
(5) Manage and oversee the sale of commercial rights, sponsorships, pouring rights, and naming rights at or in connection with the Amphitheater. (PVS must obtain City approval prior to the sale of sponsorships and commercial or pouring or naming rights for the Amphitheater.)

Term
The term of this addendum will match the term of the Agreement.

Fees Paid to the City
In exchange for the exclusive rights listed above, PVS will pay the City the following:
(1) For each sold ticket to events at the Amphitheater hosted by PVS:
Tickets priced at $20 or higher - $2.00 paid to the City
Tickets priced from $10 to $19.99 - $1.00 paid to the City
(2) Twenty-five percent (25%) of net revenue from sales of sponsorships and commercial or pouring or naming rights.

PVS Services
PVS will also perform the following services:

(a) Manage all aspects of ticketed live entertainment events at the Amphitheater including but not limited to managing event promoter relations, production coordination, event related staffing, security, box office and ticketing services, concessions, admission procedures, parking, and general user services.
(b) Establish an event Booking Policy that will include event scheduling priorities and procedures for securing events. PVS will also establish and adjust prices, rates and rate schedules for users for ticketed live entertainment events. PVS may deviate from the established rate schedule when entering any such agreements if determined by PVS, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation. PVS shall submit Booking Policy to the City for its review and comment, and the parties shall work together to finalize the Booking Policy.

(c) Require that all ticketed live entertainment licensees of the Amphitheater execute an event license agreement containing the same indemnification imposed on PVS pursuant to this Agreement.
(d) Hire or otherwise engage, pay, supervise, and direct all personnel PVS deems necessary for the operation of PVS events at the Amphitheater and conduct staff planning, retention and training programs as determined to be necessary by PVS in its sole discretion.
(e) Maintain detailed, accurate and complete financial and other records of all PVS activities at the Amphitheater in accordance with generally accepted accounting principles.
(f) Pay all event operating expenses related to PVS scheduled events.
(g) Pay all applicable Taxes.

City Responsibilities and Services

The City of Grand Junction will provide or be responsible for the following:

a) Maintaining property insurance for the Amphitheater
b) All repairs, maintenance, preventative maintenance, equipment servicing, landscaping services, and non-event cleaning and waste services.
c) All costs for utility services.
d) Maintaining a liquor license and all required permits for the presentation of events at the Amphitheater.
e) Providing PVS with all City-owned equipment necessary for the presentation of events including, chairs, trash cans, tables, and other items purchased for use at the Amphitheater.
f) Providing PVS will all venue specifications and capabilities related to the hosting of events including but not limited to rigging and electrical capacities and restrictions, staging information, equipment specifications, etc.

City of Grand Junction

By: _____
Greg Caton
City Manager

Pinnacle Venues Services, LLC

By: _____ 3/30/17
Tom Paquette
Chief Administrative Officer

Exhibit E
Historic Uses Summary
Stocker Stadium Usage

Stocker Stadium

Organization	Activity	Number of Events	Number of Practices	Season
School District 51	Track	22 Meets	46	Spring
School District 51	Band	12 Competitions	8	Fall
School District 51	Graduations	5 Ceremonies	0	Spring
School District 51	Football	23 Games	1	Fall
CMU	Football	5 Games	1	Fall
CMU	Graduations	2 Ceremonies	0	Spring
Grand Valley Youth Football	Football	6 Super Bowl Games	2	Fall
Grand Valley Youth Football	Cheer	6 Super Bowl Games	1	Fall
Jags Homeschool	Track	1 Meet	12	Spring
Messiah Lutheran	Track	2 Meets over two days	0	Spring
Colorado Bandmasters Association	Band	1 Competition - (1A, 2A, 3A State)	0	Fall
GJ Firefighters Foundation	Turkey Trot	1 Event	0	Winter
Special Olympics	Summer Games	2 Events	0	Summer
GJ Parks and Recreation	Open Track Meets	4 Meets	0	Spring/Summer/Fall
GJ Parks and Recreation	Trick, Track, Treat	1 Meet	0	Fall
GJ Parks and Recreation	Candy Cane Hunt	1 Event	0	Winter
GJ Parks and Recreation	Senior Games	1 Event	0	Summer
GJ Police Department	9/11 Memorial	1 Event	0	Fall

Code of Colorado Regulations
Secretary of State
State of Colorado

DEPARTMENT OF LOCAL AFFAIRS

Division of Local Government

CONSERVATION TRUST FUND ADMINISTRATION, INCLUDING MONITORING, ENFORCEMENT AND GUIDANCE REGARDING ALLOWABLE EXPENDITURES (C.R.S. 29-21-101)

8 CCR 1306-3

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

BASIS AND PURPOSE

The basis for these rules is C.R.S. 29-21-101 (2)(a)(I) which states: "There is hereby created in the division the conservation trust fund."

The purpose of these rules is to implement the provisions of C.R.S. 29-21-101-102(3)(a) through (c) by developing procedures regarding monitoring of eligible entities' compliance with relevant rules and statute, procedures regarding enforcement of penalties for noncompliance, and guidance regarding allowable expenditures of conservation trust fund revenues.

RULES

Part I. Definitions

A. "Capital improvements" means the acquisition or improvement of fixed assets.

B. "Division" means the Division of Local Government in the Department of Local Affairs.

C. "Fixed assets" means land, buildings, equipment and improvements other than buildings that the recipient uses to provide Conservation Trust Fund-allowable expenditures, including costs of construction, renovation, demolition, rehabilitation, deferred maintenance, improvements, equipment and furnishings. Fixed assets are determined to be those with an original cost of $500.00 or more, or with a useful life of one year or more.

D. "Interests in land and water" means any and all rights and interests in land or water, or both, including fee interests and less than full fee interests such as future interests, developmental rights, easements, covenants, and contractual rights. Every interest in land or water may be in perpetuity or for a fixed term and shall be deemed to run with the land or water to which it pertains for the benefit of the citizens of this state.

E. "Maintenance" means keeping Conservation Trust Fund-eligible assets in an original or existing state of repair or of preserving them from failure or decline.

F. “New conservation sites” means interests in land and water, acquired after establishment of a conservation trust fund pursuant to this section, for park or recreation purposes, for all types of open space, including but not limited to floodplains, greenbelts, agricultural lands, or scenic areas, or for any scientific, historic, scenic, recreational, aesthetic, or similar purpose.

Part II. Reporting and Monitoring - Procedures necessary to allow the division or its agents to monitor eligible entities’ compliance with the requirements of C.R.S. 29-21-101 and of rules promulgated pursuant to C.R.S. 29-21-101, including annual reporting and entry and inspection of records regarding accounting and expenditures of revenues from the Conservation Trust Fund.

A. On forms supplied by the division, each eligible entity shall annually submit to the division a certification that they have established a Conservation Trust Fund and are eligible to receive Conservation Trust Fund moneys.

B. The treasurer of a municipality or special district, chief financial officer, or the official custodian of the Conservation Trust Fund of an eligible entity shall annually review and certify to the division that the eligible entity’s self-reported Conservation Trust Fund expenditures comply with the requirements of Article 21 of Title 29, C.R.S., and of rules promulgated pursuant to that article.

C. On forms supplied by the division, each eligible entity shall annually submit to the division a statement showing the total amount of state moneys in its local Conservation Trust Fund, the amount of any state moneys encumbered or expended from such fund since the previous year’s report, interest earned on the balance of Conservation Trust Funds from the previous year, and the purpose of the encumbrance or expenditure.

D. All recipients of Conservation Trust Fund funds shall maintain records regarding accounting and expenditures of revenues from the Conservation Trust Fund moneys.

E. An eligible entity shall not deposit any other moneys in its conservation trust fund.

F. All interest earned on the investment of moneys in a local Conservation Trust Fund shall be credited to the fund and shall be expended only for purposes authorized by C.R.S. 29-21-101.

G. In the utilization of moneys received pursuant to C.R.S. 29-21-101, each eligible entity may cooperate or contract with any other government or political subdivision pursuant to C.R.S. 29-1-201 et seq., subject to the separate accounting requirement of C.R.S. 29-21-101 (2)(b)(II). Such cooperation may include the sharing of moneys held by any such entities in their respective Conservation Trust Funds for joint expenditures for the acquisition, development and maintenance of new conservation sites.

H. All such records shall be made available for inspection upon demand by the division’s staff or its agents.

I. Division staff or its agents shall develop a system to monitor accounting and expenditure of revenues from the Conservation Trust Fund. Such a monitoring system shall include review and verification of data in annual reports submitted by eligible entities. The review shall provide assurance that the information self-reported by eligible entities is accurate and complete, and identify unallowable or questionable expenditures for follow-up. When concerns are noted during the review process, documentation to verify the eligible entities’ expenditures or accounting practices shall be provided upon demand.

Part III. Enforcement - Procedures necessary to allow the division to enforce eligible entities' compliance with C.R.S. 29-21-101, including penalties, forfeiture of shares previously distributed, issuance of an order after a hearing held pursuant to C.R.S. 24-4-105 to repay to a state or local Conservation Trust Fund specific revenues from a conservation trust fund that were expended for purposes that are not authorized by C.R.S. 29-21-101, and, if the eligible entity fails to timely comply with the order, issuance of an order to the treasurer holding moneys of the eligible entity that were generated pursuant to the taxing authority of the eligible entity to prohibit the release of any such moneys until the eligible entity complies with the order, and the ability to treat a noncompliant eligible entity as though it were an ineligible entity.

A. Upon preliminary determination that a Conservation Trust Fund recipient has violated statutes or rules governing fund expenditures or accounting practices, the division will notify the entity before considering enforcement actions.

B. Prior to considering enforcement actions, the division shall conduct a hearing held pursuant to C.R.S. 24-4-105, in which pertinent facts concerning violations are presented. The recipient shall have full rights of and access to procedural due process to present facts and to rebut the determination of violation.

C. Upon a finding of violation of statutes or rules, the division, in its sole discretion, shall have the authority to consider and take certain enforcement actions. Such actions shall include these options:

1. Provision of a written warning and a corrective course of action.

2. Issuance of an order to repay to a state or local Conservation Trust Fund specific revenues that were expended for purposes that are not authorized by statute or these rules.

3. If the eligible entity fails to comply with the order, the division will withhold future funds and treat the noncompliant eligible entity as though it were an ineligible entity.

4. Upon chronic non-compliance, the division will issue an order to the county treasurer to prohibit release of property tax revenues until the entity complies with the order.

Part IV. Expenditures - Guidance regarding allowable expenditures of Conservation Trust Fund revenues to facilitate eligible entities' compliance.

A. Allowable expenditures of Conservation Trust Funds include the following:

1. Acquisition, development, and maintenance of new conservation sites.

2. Capital improvements or maintenance for recreational purposes on any public site.

3. Operation of a system of television relay and translator facilities and the use, acquisition, equipping, and maintenance of land, buildings, and other recreational facilities therefore.

B. Unallowable expenditures of Conservation Trust Funds include, but are not limited to the following:

1. Operating expenditures, including salaries, except those operating expenditures, including salaries, that are considered to be for maintenance purposes.

2. Expenditure for activities such as athletic teams, fireworks, recreational programs, and public associations or clubs.

Editor's Notes

History

RESOLUTION NO. ___-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE LINCOLN PARK STADIUM COMPLEX GROUND LEASE AND RALPH STOCKER STADIUM USE/OPERATING AGREEMENT WITH COLORADO MESA UNIVERSITY AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE AGREEMENT

Recitals

The City of Grand Junction ("City") owns the Lincoln Park Stadium Complex ("LPSC"), including Ralph Stocker Stadium and related improvements, located at 1240 Gunnison Avenue, Grand Junction, Mesa County, Colorado.

Colorado Mesa University ("CMU"), acting by and through the Trustees of Colorado Mesa University, desires to assume long-term operational participation in the football side of LPSC and to design, construct, and fund certain football-related facilities and improvements, while preserving continued public and community uses.

After presentations at work sessions by CMU and staff, and consistent with City Council direction, the Parties negotiated business terms to implement (i) an exclusive ground lease for defined areas within LPSC and (ii) a use/operating framework for the remainder of the football side (Stocker Stadium).

The Ground Lease Premises consist of the Barn and additional football-side areas intended for CMU-constructed facilities. The remainder of the football side will be subject to a non-exclusive license for CMU use and operations.

The Agreement provides a 25-year term, financial considerations including annual payments to the City, continuation of prior CMU financial commitments, field/turf cost-sharing, and obligations for maintenance, scheduling, and preservation of public and historical uses.

The Agreement preserves existing community and institutional uses, including Mesa Valley School District 51 and public use of the stadium and track, and requires CMU to honor historical and priority access to the extent practicable.

The Agreement provides for construction coordination, design review, preservation of public daytime access, concessions administration, naming rights coordination, and dispute-resolution procedures.

City staff and the City Attorney's Office have reviewed the Agreement and recommend approval. Adoption of this Resolution authorizes the City Manager, City Attorney, and staff to finalize and execute the Agreement and to take all actions necessary to implement it.

NOW, THEREFORE, BE IT RESOLVED THAT:

DRAFT

1. The Recitals are incorporated herein. The City Council hereby approves the Lincoln Park Stadium Complex Ground Lease and Ralph Stocker Stadium Use/Operating Agreement ("Agreement") between the City of Grand Junction and Colorado Mesa University, including all terms relating to the Ground Lease Premises, Licensed Use Area, financial contributions, operational responsibilities, scheduling, maintenance, improvements, public access, and dispute-resolution procedures as described in the Recitals above.

2. The City Council authorizes the City Manager to execute the Agreement on behalf of the City, with such minor modifications as the City Manager and City Attorney determine necessary and appropriate, consistent with the material terms approved by the City Council.

3. The City Council authorizes and directs the City Manager, City Attorney, and other appropriate City staff to take all actions necessary or desirable to implement, administer, and enforce the Agreement, including coordination on scheduling, design review, construction matters, public access requirements, concessions administration, financial contributions, and other operational obligations established in the Agreement.

4. Nothing in this Resolution shall be construed to constitute a land-use approval or to modify any independent permitting, review, or approval processes required by law.

5. All commitments or obligations arising under the Agreement are subject to compliance with applicable legal requirements, including the City's Charter, budgetary processes, and the Colorado Governmental Immunity Act.

PASSED AND ADOPTED this ___ day of March, 2026.

_____

Cody Kennedy
President of the City Council

ATTEST:

_____

Selestina Sandoval
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: March 4, 2026

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Randi Kim

Information

SUBJECT:

An Ordinance Regarding Issuance of a Water Enterprise Loan

RECOMMENDATION:

Approval of a proposed ordinance for the issuance of $5,000,000 in Water Enterprise Loan, execution of related documents, and authorize publication in pamphlet form.

EXECUTIVE SUMMARY:

The Utilities Department is planning on completing waterline replacement projects and a tank lining project in 2026. The total estimated cost for these projects is $5 million. The Water Fund does not have sufficient reserves to cash-finance the project and will require debt issuance to fund the improvements. City staff has identified two potential debt funding pathways to fund the projects: 1) Colorado Water Resources and Power Development Authority State Revolving Fund (SRF) or 2) a privately-placed commercial bank loan. Based on the analysis of both options below, Staff recommends that the City pursue a commercial bank loan, to ensure that all projects are funded and completed on the currently anticipated schedule.

BACKGROUND OR DETAILED INFORMATION:

The Utilities Department is planning on completing waterline replacement projects and a tank lining project in 2026. The 2026 Adopted Budget includes the following projects in the capital improvement plan:

- Linden Ave Waterline Phase 2 $1,600,000
- UPRR Waterline Crossing to Crosby Ave $500,000
- CDOT I-70B 4th to 6th Street Waterline $1,290,000

- Waterline Replacement on Aspen St, Palisade St, and Glenwood Dr. $250,000
- Water Tank Relining $1,000,000

The total approved budget for these projects is $4,640,000.

The Water Fund does not have sufficient reserves to cash-finance the project and will require debt issuance to fund the improvements. City staff has identified two potential debt funding pathways to fund the projects: 1)Colorado Water Resources and Power Development Authority State Revolving Fund (SRF) or 2) a privately-placed commercial bank loan.

The terms for an SRF large direct loan are expected to be a 3.25% interest rate for a 20-year term. The project would be required to comply with federal requirements as described in the Colorado SRF Required Specifications, which include:
○ Davis-Bacon Prevailing Wages
○ American Iron & Steel (AIS)
○ Suspension and Debarment, Equal Opportunity & Civil Rights, OSHA, and the Archeological & Historic Preservation Act

City staff also anticipates that not all the identified projects would meet the eligibility requirements for the SRF Loan, so a second funding source would need to be identified for a portion of the projects. Specifically, the CDOT I-70B project would not qualify since the project will be contracted by CDOT and the City has agreed to reimburse CDOT for the waterline portion of the project. SRF loans cannot be used to reimburse a third party. Additionally, the SRF loan would have to be evaluated by CWRPDA through its application process, which would require a longer lead time to fund the eligible projects, which could potentially delay the City's ability to complete the projects on the necessary schedule.

The City evaluated term sheets from five banks, which included JPMorgan Chase, BOK Financial, NBH Bank, ANB, and Flagstar Public Funding Group. Ultimately, Flagstar provided the most favorable rates and terms for the anticipated loan, which included an indicative interest rate of 4.15% for a loan with a 10-year term and a 20-year amortization.

Staff recommends that the City pursue a private bank loan to fund the projects, as it provides the City the ability to expedite the funding process and fund all the projects with a single instrument, despite a modestly higher interest rate than the SRF option. Further, the private loan eliminates the state and federal requirements of the SRF, which are expected to add more cost to the project.

D.A. Davidson is the City's underwriter and, in coordination with Staff, has developed a financing and debt issuance plan.

FISCAL IMPACT:

The 2026 Adopted Budget includes $5,340,000 in capital projects funded through assumed debt issuance, with associated debt service accounted for in the City's long-term financial plan.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5310, an ordinance approving the issuance of $5,000,000 in Water Enterprise Loan, and authorize execution of related documents, on final passage and order final publication in pamphlet form.

Attachments

1. Registrar and Paying Agent Agreement 2.10.26
2. Bond Ordinance - Water Bonds - 2.11.26

City of Grand Junction, Colorado
Water Enterprise Revenue Bonds, Series 2026

REGISTRAR AND PAYING AGENT AGREEMENT

THIS AGREEMENT, dated [CLOSING DATE], 2026, is by and between the City of Grand Junction, Colorado (the "City"), and Zions Bancorporation, National Association (the "Bank").

WITNESSETH:

WHEREAS, by Ordinance of the City Council of the City duly adopted on March 4, 2026 (the "Bond Ordinance"), the City has authorized the issuance of its Water Enterprise Revenue Bonds, Series 2026, in the aggregate principal amount of $[6,000,000] (the "Bonds"); and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust Department located in Denver, Colorado, act as Registrar and Paying Agent (as such terms are defined and used in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the "Agreement") be entered into between the City and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. Unless otherwise provided herein, capitalized terms used but not defined herein shall have the meanings given thereto in the Bond Ordinance.

2. The Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Bond Ordinance and this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the "Principal and Interest Payment Account" provided for in Section 3 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided in the Bond Ordinance and the Sale Certificate. In addition, the Bank hereby accepts, including, without

limitation, the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of Bonds, and the duties and responsibilities pertaining to the calling of the Bonds for prior redemption, all as provided in the Bond Ordinance.

3. There is hereby created and established with the Paying Agent a trust fund to be designated "City of Grand Junction, Colorado, 2026 Water Enterprise Revenue Bonds, Principal and Interest Payment Account" (the "Principal and Interest Payment Account"). Not less than (a) one business day prior to each payment date, if funds are delivered by wire transfer, or (b) three business days prior to each payment date if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank. The funds so deposited shall be held uninvested and applied by the Bank through its Corporate Trust Department solely for the payment of principal of and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance, the principal of, interest on and redemption premium, if any, on the Bonds. In the event a payment date is not a business day, the Bank shall make the principal and/or interest payment on the following business day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

4. At least 30 but not more than 60 days prior to [CLOSING DATE], 2031, [CLOSING DATE], 2036, [CLOSING DATE], 2041, [CLOSING DATE], 2046, and on the date on which the last Bond is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than sixty days from [CLOSING DATE], 2031, [CLOSING DATE], 2036, [CLOSING DATE], 2041, [CLOSING DATE], 2046, and on the date on which the last Bond is discharged. The Bank shall have no further obligation or duty related to the City's arbitrage related obligations under Sections 103 and 148 (f) of the Internal revenue Code of 1986 other than giving notice to the City's as provided herein.

5. The City shall pay to the Bank fees in accordance with its then existing fee schedule. The Bank's current fee schedule is attached hereto as Exhibit A. No new fee schedule shall become effective until 30 days after the Bank has given the City notice hereof.

6. The City shall pay to the Bank fees in accordance with its then existing fee schedule. The Bank's current fee schedule is attached hereto as Exhibit A. No new fee schedule shall become effective until 30 days after the Bank has given the City notice hereof.

7. Unless waived by the Bank, the City agrees to provide the Bank with not less than 60 days' notice of any prior redemption of the Bonds.

8. The City agrees to provide the Bank with a supply of blank Bonds for use in the transfer and exchange of Bonds.

9. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and interest of the respective Bonds with respect to which such moneys have been set aside has become due and payable shall without further request by the City be paid to the City.

10. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely on and shall be protected in acting upon any paper or document reasonably believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken nor omitted to be taken by it in good faith or for anything whatever in connection with this Agreement or any of the Bonds except for its own gross negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

12. The Agreement may be terminated as provided in the Bond Ordinance.

13. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

14. This Agreement is governed by the laws of the State of Colorado. The parties consent to the exclusive jurisdiction of any court of the State of Colorado located in Mesa County for the purpose of any suit, action or other proceeding arising under this Agreement, and the parties hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

15. There is hereby created and established with the Paying Agent a trust fund to be designated "City of Grand Junction, Colorado, 2026 Water Enterprise Revenue Bonds, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such fund shall be deposited $[_____] of the proceeds of the Bonds which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Paying Agent is hereby directed to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum, or other written direction, signed by the City upon presentation of an invoice from each party for the amount listed. In the event the amount invoiced is different than the amount listed in the closing memorandum, the City shall authorize payment of the invoice in writing. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund 90 days after closing shall be transferred to the City subject to written confirmation from the City to the Paying Agent that all costs of issuance have been paid. The City of Grand Junction, Colorado acknowledges the Paying Agent cannot process such disbursement request until the Paying Agent is in receipt from each respective payee of a valid Form W-9 or Form W-8, as applicable, in accordance with Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

16. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO

By:_____
President of the City Council

(SEAL)

Attest:

_____
City Clerk

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By:_____
Vice President
Zions Bank Division

EXHIBIT A

(Attach Fee Schedule)

ORDINANCE NO. [___]

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO WATER ENTERPRISE REVENUE BONDS, PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE CITY'S WATER SYSTEM.

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

WHEREAS, the City of Grand Junction (the "City") is a municipal corporation and political subdivision of the State of Colorado (the "State") duly organized and existing under the City's home rule charter (the "Charter") adopted pursuant to Article XX of the Constitution of the State; and

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

WHEREAS, the City now owns and operates a municipal water system (the "Water System"); and

WHEREAS, the Council has determined and hereby determines that the Water System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") and Title 37, Article 45.1, C.R.S. (the "Enterprise Act"); and

WHEREAS, the City is authorized by Article XII, Section 93(c) of the Charter to issue bonds for the purpose of purchasing, constructing, condemning, otherwise acquiring, extending, or improving a water system provided that the bonds shall be made payable solely out of the net revenues derived from the operations of such system; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the Water System (as more fully described herein, the "Project"); and

WHEREAS, the City is authorized by the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Council; and

WHEREAS, the City intends to issue its "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026" (the "Bonds") to defray in part the costs of the Project; and

WHEREAS, the City is authorized by TABOR, the Enterprise Act and Article XII of the Charter to issue the Bonds without an election; and

WHEREAS, the Council has further determined and hereby further declares that the City is authorized by, and the Bonds shall be issued, pursuant to the provisions of the Charter and the provisions of the Water Enterprise Act, Title 31, Article 35, Part 4, C.R.S., and Title 11, Article 57, Part 2, C.R.S.; and

WHEREAS, except for the Parity Bonds as defined herein (the "Parity Bonds"), the City has not pledged nor hypothecated the revenues derived or to be derived from the operation of the Water System, or any part thereof, to the payment of any outstanding bonds or other financial obligations or for any other purpose, with the result that the Net Pledged Revenues (defined below) may now be pledged lawfully and irrevocably for the payment of the Bonds on a parity with the Parity Bonds, and the Bonds may be made payable from the Net Pledged Revenues; and

WHEREAS, the City intends to privately place the Bonds with the Flagstaff Public Funding Corp. (the "Purchaser"), which Purchaser shall be (a) an "accredited investor," as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an "Institutional Accredited Investor") or (b) a "qualified institutional buyer," as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (a "Qualified Institutional Buyer") as hereafter named by the Town; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., as amended, the City desires to delegate to any of the President, the City Manager or the Chief Financial Officer the power to accept the proposal to purchase the Bonds and to determine the rate of interest on the Bonds, the redemption provisions of the Bonds, the price at which the Bonds will be sold, the aggregate principal amount of the Bonds to be issued and the amount of principal maturing, or subject to mandatory redemption, in any particular year; and

WHEREAS, there is on file with the City Clerk the form of the Paying Agent Agreement; and

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

ARTICLE I

DEFINITIONS, INTERPRETATION,

RATIFICATION AND EFFECTIVE DATE

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, have the meanings herein specified:

"acquire" or "acquisition" means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Water System, or an interest therein, or any other properties herein designated.

"Bond Counsel" means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the special fund designated as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Bond Fund" created pursuant to Section 505 hereof.

"Bond Requirements" means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

"Bonds" means City's Water Enterprise Revenue Bonds, Series 2026, issued pursuant to this Ordinance.

"Business Day" means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

"Capital Improvements" means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the Water System and will be incorporated into the Water System.

"Chief Financial Officer" means the Chief Financial Officer of the City, or his or her successor in functions, if any.

"City" means the City of Grand Junction, Mesa County, Colorado, a municipal corporation and political subdivision of the State.

"City Clerk" means the City Clerk of the City, or his or her successor in functions, if any.

"City Manager" means the City Manager of the City, or his or her successor in functions, if any.

"Charter" means the home rule charter of the City, including all amendments thereto prior to the date hereof.

"Closing Date" means the date of delivery of and payment for the Bonds.

"Combined Maximum Annual Principal and Interest Requirements" means the largest sum of the principal of and interest on the Bonds, any Outstanding Parity Bonds and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word "principal," as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 703 hereof.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal

Reserve System, which has a capital and surplus of $10,000,000 or more, and which is located within the United States of America.

"Costs of the Project" means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the City, Placement Agent, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xiv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the Water System; and

(xv) All other expenses pertaining to the Project.

"Council" means the City Council of the City.

"C.R.S." means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

"Default Rate" means the rate of interest to be borne by the Bonds upon a declaration of an Event of Default, which interest rate shall be set forth in the Sale Certificate.

"Enterprise Act" means Title 37, Article 45.1, C.R.S., as amended.

"Events of Default" means the events stated in Section 903 hereof.

"Federal Government" means the United States of America and any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

"Fiscal Year" means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

"Gross Pledged Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the Water System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees) and charges for the services furnished by, or for the use of, the Water System, and all income attributable to any past or future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the Water System or its operations, and including

investment income accruing from such moneys; provided however, that there shall be excluded from Gross Pledged Revenues: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities and investment income therefrom in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Notwithstanding anything contained above, amounts deposited in a rate stabilization account shall not be deemed Gross Pledged Revenues in the calendar year deposited and amounts withdrawn from the rate stabilization account shall be deemed Gross Pledged Revenues in the year withdrawn.

"Improve" or "Improvement" means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

"Independent Accountant" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

(i) Who is, in fact, independent and not under the control of the City;

(ii) Who does not have any substantial interest, direct or indirect, with the City, and

(iii) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

"Independent Engineer" means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Water System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

"Investment Securities" means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

"Net Pledged Revenues" means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the Water System.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining, and repairing the Water System, including without limitation legal and overhead expenses of the City directly related to the administration of the Water System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property taxes.

"Ordinance" means this ordinance of the City, which provides for the issuance and delivery of the Bonds.

"Outstanding" when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Water System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Bond, Parity Bond, or other security canceled by the City, by any paying agent, or otherwise on the City's behalf, at or before such date;

(ii) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 305, 306 or 1008 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

"Owner" means the registered owner of any designated Bond, Parity Bond, or other designated security.

"Parity Bonds" means the 2010 CWRPDA Loan, the 2016 CWRPDA Loan, the 2017 CWCB Loan, the 2021 CWCB Loan/Purdy Mesa, the 2021 CWCB Loan/Carson Reservoir, the 2022 CWCB Loan, and any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

"Parity Bond Ordinances" means the Bond Ordinances authorizing the issuance of the Parity Bonds and any ordinances or agreements hereafter entered into by the City with respect to or authorizing the issuance of Parity Bonds.

"Paying Agent" means Zions Bancorporation, National Association, being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds and includes any successor Commercial Bank as paying agent.

"Paying Agent Agreement" means the Paying Agent Agreement between the City and the Paying Agent.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Placement Agent" means D.A. Davidson & Companies.

"Project" means the acquisition, construction and installation of Capital Improvements to the Water System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds.

"President" means the President of the City Council of the City or his or her successor in functions, if any.

"Project Fund" means the special fund designated as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Project Fund" created pursuant to Section 401 hereof.

"Purchaser" means Flagstar Public Funding Corp., as the initial Purchaser of the Bonds.

"Rebate Fund" means the special fund designated as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Rebate Fund" created pursuant to Section 509 hereof.

"Record Date" means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

"Redemption Date" means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

"Sale Certificate" means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

"Special Record Date" means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

"State" means the State of Colorado.

"Subordinate Securities" means securities or other obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

"Supplemental Public Securities Act" means Part 2 of Article 57 of Title 11, C.R.S., as amended.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

"Tax Compliance Certificate" means one or more federal tax compliance certificates executed by the City in connection with the initial issuance and delivery of the Bonds.

"Trust Bank" means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

"Water Enterprise Fund" means the special fund maintained by the City and designated as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Water Enterprise Fund."

"Water System" means the City's system for the collection, treatment and discharge of water and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, used in connection with such system of the City, and in any way appertaining thereto, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities.

"2010 CWRPDA Loan" means the loan agreement between the City and the Colorado Water Resources and Power Development Authority dated February 2, 2010.

"2016 CWRPDA Loan" means the loan agreement between the City and the Colorado Water Resources and Power Development Authority dated November 17, 2016.

"2017 CWCB Loan" means the loan contract number 2017-916 between the City and the Colorado Water Conservation Board relating to the Hallenbeck Reservoir No. 1 Project.

"2021 CWCB Loan/Purdy Mesa" means the loan contract no. CT2021-2857 between the City and the Colorado Water Conservation Board relating to the Purdy Mesa Project.

"2021 CWCB Loan/Carson Reservoir" means the loan contract No. CT2021-3110 between the City and the Colorado Water Conservation Board relating to the Carson Reservoir Dam Rehabilitation Project.

"2022 CWCB Loan" means the loan contract No. CT2023-0568 between the City and the Colorado Water Conservation Board relating to the Kannah Creek Project.

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the Paying Agent, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Council, the Paying Agent, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed. All rules of the Council, if any, which might prevent the final passage and adoption of this Ordinance are hereby suspended.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or

unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 107. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

ARTICLE II
DETERMINATION OF THE CITY'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authorization. The Bonds are issued in accordance with the Constitution and laws of the State, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; Title 37, Article 45.1, C.R.S., and all other laws of the State thereunto enabling. For the purpose of defraying the Costs of the Project, the City hereby authorizes the Bonds to be issued in the aggregate principal amount provided in the Sale Certificate as approved by the President, the City Manager or the Chief Financial Officer, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or

maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds may not look to any general or other fund for the payment of the Bond Requirements, except the herein designated special funds pledged therefor; the Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds shall not be considered or held to be general obligations of the City but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, or the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council, on behalf of the City, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council, on behalf of the City, hereby confirms its determination that the Water System is an "enterprise" for the purposes of Article X, Section 20 of the State Constitution and the Enterprise Act.

Section 209. Sale of Bonds. The Bonds shall be sold by private placement to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the President, the City Manager or the Chief Financial Officer the authority to accept a term sheet or proposal from the Purchaser, and to execute such proposal for the purchase of the Bonds submitted by the Purchaser and to execute the Sale Certificate confirming the bond details.

Section 210. Paying Agent Agreement. The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days' prior written notice to the City. The City may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent, then the City may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent or by electronic means. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 211. Other Related Documents. The forms, terms and provisions of, and the performance by the City of its obligations under the Paying Agent Agreement, are hereby approved, and the President or President Pro Tem and the City Clerk or Deputy City Clerk are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The President, the City Manager or the Chief Financial Officer are hereby independently authorized to execute and deliver the Sale Certificate. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 212. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Council hereby delegates to any of the President, the City Manager or the Chief Financial Officer the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(i) Interest Rate. The rate of interest to be borne by the Bond, provided that the Bond shall not bear interest at a rate in excess of 6.00%, provided, however, that in an Event of Default the Bond shall bear interest at the Default Rate.

(ii) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103%.

(iii) Purchase Price. The price at which the Bonds will be sold to the Purchaser, provided that the purchase price of the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds.

(iv) Principal Amount. The aggregate principal amount of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed $6,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed $400,000 and the maximum total repayment cost shall not exceed $8,500,000.

(vi) Term of the Bonds. The Bonds shall not mature later than November 1, 2046.

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds.

Such determinations shall be evidenced by the Sale Certificate signed by the President, the City Manager or the Chief Financial Officer dated the date of the sale of the Bonds or the Closing

Date, and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

Section 213. Useful Life of the Project. The Council estimates the useful life of the Project to be financed by the Bonds to be 40 years.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND

ISSUANCE OF BONDS

Section 301. Bond Details.

A. Basic Provisions. The Bonds shall be registered in the name of the Purchaser and shall not be registered in book-entry form. When the Bonds have been duly executed by appropriate City officers and authenticated by the Paying Agent, the City shall cause the Bonds to be delivered as directed by the Purchaser on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Purchaser shall direct and shall initially be registered in such name or names as the Purchaser shall direct. The Bonds shall mature on November 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City. Interest on the Bonds shall be calculated as set forth in the Sale Certificate, payable semiannually on each May 1 and November 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at maturity or upon prior redemption thereof at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owner of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person's address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special

Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make mandatory sinking fund redemption payments and payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender (if required) at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

So long as the Purchaser is the sole owner of 100% of the Bonds, the Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive mandatory sinking fund payments in accordance with Section 402 hereof, but shall be required to surrender such Bond on the final maturity date or upon prior redemption in accordance with Section 401 hereof to receive such principal payment..

Section 302. Execution of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the President, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The President and the City Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the President and the City Clerk shall each file with the Colorado Secretary of State his or her manual signature certified by him or her under oath.

Section 303. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds set forth in Section 309 hereof. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered

hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 304. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. The Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 305. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 304 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such

notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City or the Paying Agent incurred in connection therewith.

Section 306. Bond Replacement. Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the City shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 307. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 308. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or

appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF MESA
CITY OF GRAND JUNCTION, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2026

No. R- $_____

INTEREST RATE	MATURITY DATE	DATED AS OF	CUSIP
_____%	November 1, 20__	[Date of Delivery]	N/A

REGISTERED OWNER: [PURCHASER]

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Grand Junction (the "City"), in Mesa County, Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on May 1 and November 1 in each year, beginning on [May 1, 2026], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the City Council of the City on March 4, 2026 (the "Ordinance"). This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, and the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no

longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any constitutional, Charter or statutory limitation.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026" in the aggregate principal amount of $6,000,000 (the "Bonds"). The Bonds have been duly authorized for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the Water System (the "Project").

The bonds of the series of which this bond is one are issued under the authority of the City Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest on the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its President, has caused the facsimile of the seal of the City to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its City Clerk, all as of the date specified above.

By_____(Facsimile Signature)_____
PRESIDENT

(FACSIMILE SEAL)

Attest:

By___(For Facsimile Signature)___
CITY CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

_____

Signature must be guaranteed by a member of a Medallion Signature Program.
Address of Transferee:

_____
_____
_____

Social Security or other tax identification number of transferee:

_____

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative

(END OF FORM OF PREPAYMENT PANEL)

(END OF FORM OF BOND)

Section 309. Optional Redemption and Extraordinary Redemption. The Bonds will be subject to redemption and extraordinary optional redemption, at the option of the City in the time and manner, in the amounts and at the prices, and from any legally available funds all as set forth in the Sale Certificate.

Section 310. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next November 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

So long as the Purchaser is the sole owner of 100% of the Bonds, the Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive payment in connection with a

mandatory sinking fund redemption, but shall be required to surrender such Bond on the final maturity date thereof to receive payment of the final principal payment thereof.

Section 311. Partial Redemption. In the case of Bonds of a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 312. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price

of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 313. Bonds Owned by the City. Bonds owned by or on behalf of the City shall not be subject to redemption. At any time the City may surrender any Bonds owned by or on behalf of the City to the Paying Agent, which shall promptly cancel such Bonds. Any securities payable from any Net Pledged Revenues held by the City shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Section 314. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 311 hereof).

ARTICLE IV

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Disposition of Bond Proceeds.

A. The proceeds of the Bonds, upon the receipt thereof, shall be accounted for in the following manner and priority:

(i) Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026 Costs of Issuance Fund."

(ii) Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and to be known as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026 Project Fund." Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 402 hereof.

Section 402. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 401 hereof may be used and paid out by the City to defray the Costs of the Project and administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City

may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 401 hereof are insufficient therefor.

Section 403. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 402 hereof, are paid, or for which full provision is made, the Chief Financial Officer, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, and (b) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Chief Financial Officer by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

Section 404. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

Section 405. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE V

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 501. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the Water System, the Gross Pledged Revenues and, subject to the right of the City to cause amounts

to be withdrawn to pay the Costs of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VII hereof. The pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 502. Water Enterprise Fund Deposits. So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements related to the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account hereby created and known as the "City of Grand Junction, Water Enterprise Revenue Bonds, Water Enterprise Fund."

Section 503. Administration of Water Enterprise Fund. So long as any of the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds or any Parity Bonds, the following payments shall be made from the Water Enterprise Fund, as provided in Sections 504 through 511 hereof.

Section 504. Operation and Maintenance Expenses. First, as a first charge on the Water Enterprise Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they

shall be promptly paid. Any surplus remaining in the Water Enterprise Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Water Enterprise Fund as herein provided.

Section 505. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate accounts hereby created and to be known as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Bond Fund," the following amounts:

A. Interest Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 505 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 507, 508, 509, 603 and 1201 hereof.

Section 506. Reserved.

Section 507. Termination of Deposits. No payment need be made into the Bond Fund if the amount in the Bond total a sum at least sufficient so that all Outstanding Bonds are deemed

to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the Water System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the City, as directed in writing by the Chief Financial Officer.

Section 508. Reserved.

Section 509. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026 Rebate Fund" moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 830 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 508 hereof, from the Bond Fund. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Water Enterprise Fund.

Section 510. Payment of Subordinate Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 504, 505, 506, and 509 hereof, any moneys remaining in the Water Enterprise Fund may be used by the City for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for

such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 511. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 502 through 510 hereof are made, any remaining Net Pledged Revenues in the Water Enterprise Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Council's discretion relating to the operation, improvement or debt management of the Water System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

ARTICLE VI

GENERAL ADMINISTRATION

Section 601. Administration of Accounts. The special funds and accounts designated in Articles IV and V hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 602. Places and Times of Deposits. Except as hereinafter provided, each of such special funds and accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 603. Investment of Moneys. Any moneys in the Project Fund, the Water Enterprise Fund, the Bond Fund, and the Rebate Fund that are not needed for immediate use shall

be invested or reinvested by the Chief Financial Officer in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Chief Financial Officer at the time of such investment or reinvestment; provided that collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 604. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such account, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be charged or debited to such fund.

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 605. Redemption or Sale of Investment Securities. The Chief Financial Officer shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Chief Financial Officer nor any other officer or employee

of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 606. Character of Funds. The moneys in any account designated in Articles IV and V hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 607. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article V hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 701. Lien of Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds.

Section 702. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, and the Bond Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only such Parity Bonds; and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys required to be on deposit

therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 703. Issuance of Parity Bonds. Nothing herein prevents the issuance by the City of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 708, are authorized or actually issued all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article V hereof or any Parity Bond Ordinances.

B. Historic Earnings Test. The Net Pledged Revenues for any 12 consecutive months out of the 24 months preceding the month in which such securities are to be issued are at least equal to the sum of 110% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and such additional Parity Bonds proposed to be issued.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Chief Financial Officer, as the case may be, which results from any changes in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Chief Financial Officer estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Water System as estimated by the Chief Financial Officer that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Chief Financial Officer may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Chief Financial Officer also opines that any such increase in revenues or reduction in any increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 704. Certification of Revenues. A written certificate or written opinion by the Chief Financial Officer that the annual revenues required under paragraph B of Section 703 hereof, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 703 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 703 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 705. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 706. Superior Securities Prohibited. Nothing herein permits the City to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 707. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 708. Issuance of Refunding Securities. The City may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds or Parity Bonds, with such details as the Council may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 703 hereof.

ARTICLE VIII

PROTECTIVE COVENANTS

Section 801. General. The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 802. Performance of Duties. The City, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Water System required by the Constitution and laws of the State and the various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the Water System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 803. Contractual Obligations. The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the Water System, or any combination thereof, with any other Persons.

Section 804. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 805. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, the Charter, this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 806. Efficient Operation and Maintenance. The City shall at all times operate the Water System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Water System shall be reasonable and proper.

Section 807. Rules, Regulations and Other Details. The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Water System. The City shall observe and perform all of the terms and conditions contained in this Ordinance, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Water System or to the City, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 808. Payment of Governmental Charges. The City shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the Water System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the Water System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Water System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this

Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Water System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 809. **Protection of Security**. The City, the officers, agents and employees of the City, and the Council shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues might be prejudicially and materially impaired or diminished.

Section 810. **Prompt Payment of Bonds**. The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 811. **Use of Bond Fund**. The Bond Fund shall be used solely for and the moneys credited to such funds and accounts therein are hereby pledged, and a lien thereon is hereby created, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 505, 506, 507, 508, 509, 603 and 1201 hereof.

Section 812. **Other Liens**. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Water System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 813. **Corporate Existence**. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Water System and

to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 814. Disposal of Water System Prohibited. Except for the use of the Water System and services pertaining thereto in the normal course of business, or as provided in Section 815 hereof, neither all nor a substantial part of the Water System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the City shall not dispose of its title to the Water System or to any useful part thereof, including any property necessary to the operation and use of the Water System and the lands and interests in lands comprising the sites of the Water System, except as provided in Section 815 hereof.

Section 815. Disposal of Unnecessary Property. The City at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Water System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Water System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Water Enterprise Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Water System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the City as Gross Pledged Revenues in the Water Enterprise Fund.

Section 816. Competing Water System. So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 821 hereof.

Section 817. Loss From Condemnation. If any part of the Water System is taken by the exercise of the power of eminent domain, the amount of any award received by the City as a result of such taking shall be paid into the Water Enterprise Fund or into a capital improvement account pertaining to the Water System for the purposes thereof, or, applied to the redemption of

the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the City may determine.

Section 818. Employment of Management Engineers. If the City defaults in paying the Bond Requirements of the Bonds or any Parity Bonds, and any other securities payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) payable from the Net Pledged Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Water System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 819. Budgets. The Council and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Water System. A copy of such budget shall be provided to the Purchaser within 30 days of adoption.

Section 820. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Water System to the City, to its inhabitants and to all other users within and without the boundaries of the City shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Water System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 821. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the Water System, except as provided by Section 822 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Water System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 110% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 822. Limitations Upon Free Service. No free service or facilities shall be furnished by the Water System, except that if the City elects to use for City purposes any water facilities, or other services and facilities provided by the Water System or otherwise to use the Water System or any part thereof, the City is not required to pay for such use.

Section 823. Levy of Charges. The City shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 821 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Water System may be made:

A. Proper Application. Unless the City has fully complied with the provisions of Article V of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 827 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Water System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 821 hereof.

Section 824. Collection of Charges. The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Water System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Water System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 825. Procedure for Collecting Charges. All bills for water services and all other services or facilities furnished or served by or through the Water System shall be rendered

to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 826. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account pertaining to the Gross Pledged Revenues and the Water System shall be kept by the City, separate and apart from all other records and accounts.

Section 827. Audits Required. The City shall cause an audit for each Fiscal Year of the books and accounts pertaining to the Gross Pledged Revenues and the Water System to be completed by an Independent Accountant within 210 days following the close of such Fiscal Year.

Section 828. Accounting Principles. Water System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Water System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 829. Insurance and Reconstruction. Except to the extent of any self-insurance, the City shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Water System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and of each Owner of a Bond. If any useful part of the Water System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water Enterprise Fund by the City as revenues derived from the operation of the Water System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Water Enterprise Fund may be used to the extent necessary for such purposes, as permitted by Section 511 hereof.

Section 830. Federal Income Tax Exemption. The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (a) would cause the interest on the Bonds to lose its excludability from gross income for federal income tax purposes under Section 103 of the Code, (b) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (c) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

ARTICLE IX

PRIVILEGES, RIGHTS AND REMEDIES

Section 901. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 902. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 903. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred

pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Water System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Water System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Water System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 831 hereof), and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to the City specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 904. Remedies for Defaults. Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds

then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Upon the declaration of an Event of Default, the Bonds shall bear interest at the Default Rate.

Section 905. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Water System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

Section 906. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 907. Duties upon Defaults. Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. If the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Water System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE X

AMENDMENT OF ORDINANCE

Section 1001. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, without receipt by the City of any additional consideration, and the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 314 hereof, any Bonds which may then be held or owned for the account of the City. Notwithstanding the foregoing, no such ordinance shall permit:

(1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or

(2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or

(3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or

(4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or

(5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or

(6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time, without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the City contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the City in this Ordinance additional Water System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) to provide for the appointment of a new Paying Agent;

(4) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1002. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent or by electronic means. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the City Clerk for public inspection.

Section 1003. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such

notice there shall be filed with the City Manager an instrument or instruments executed by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

Section 1004. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Section 1005. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Manager, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1006. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the City and upon the filing with the City Manager of an ordinance to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given as provided in

Section 1003 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1002 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1007. Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the City Manager a certificate of the Chief Financial Officer, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 314 hereof.

Section 1008. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1009. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

ARTICLE XI - RESERVED

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 313 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 313 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 313 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed

for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers, employees and agents of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder; and

C. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof

of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the City Manager or Chief Financial Officer, of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Surety Provider and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in

writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501
Attention: Chief Financial Officer

If to the Paying Agent at:

Zions Bancorporation, National Association
7222 E. Layton Ave.
Denver, Colorado 80237
Attention: Corporate Trust and Escrow Services

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 1207. Effective Date. This Ordinance shall be in full force and effect 30 days after final publication.

Section 1208. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President and City Clerk, and by the certificate of publication.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 18TH DAY OF FEBRUARY, 2026.

CITY OF GRAND JUNCTION, COLORADO

_____
Cody Kennedy, President of the City Council

Attest:

_____
Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 4th DAY OF MARCH, 2026.

CITY OF GRAND JUNCTION, COLORADO

_____
Cody Kennedy, President of the City Council

Attest:

_____
Selestina Sandoval, City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA)SS
)
CITY OF GRAND JUNCTION)

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the "City") and Clerk to the City Council of the City (the "City Council"), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the "Ordinance") which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on February 18, 2026 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on March 4, 2026, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of February 18, 2026, an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of March 4, 2026, by an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of February 18, 2026, and March 4, 2026, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on February __, 2026, and March __, 2026, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this ____ day of March, 2026.

_____
City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of February 18, 2026 and March 4, 2026)

EXHIBIT B

(Attach Affidavits of Publication)

EXHIBIT C

(Affidavit of Publication after Second Reading)

Grand Junction City Council

Regular Session

Item #7.a.ii.

Meeting Date: March 4, 2026

Presented By: Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Thomas Lloyd, Planning Manager

Information

SUBJECT:

An Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access

RECOMMENDATION:

The Planning Commission heard this request at the January 13, 2026 meeting and voted (5-0) to recommend approval of the Staff-Prepared Alternative.

EXECUTIVE SUMMARY:

The Housing Affordability Code Task Force (HACTF) initially provided a recommendation to staff under a previous process. This resulted in staff putting forward an alternative to the HACTF recommendation that provided targeted amendments to Pedestrian Connections that reformat and simplify the requirements, removing subjective language in the current code, and increasing opportunities for design flexibility. This item was originally scheduled for a first reading on February 4, 2026, at which the City Council postponed the item so that it could go through a newly determined process that includes a discussion between staff and the HACTF prior to recommendations going to Planning Commission and City Council. Since the item had already gone through the Planning Commission process it was brought to the HACTF at the February 5 committee meeting for a discussion on the staff alternative. The HACTF and staff discussed the staff alternative and the HACTF is supportive of staff's alternative. A letter of support from the HACTF is attached. The Staff report included with this agenda item was written under an earlier process where it shows the HACTF recommendation does not meet the criteria and staff's alternative has met the criteria. This process, as mentioned earlier, has changed with the HACTF; however, the HACTF and staff agreed to bring this back to Council supporting staff's alternative rather than re-writing the staff report or altering the HACTF recommendation.

The Housing Affordability Committee Task Force (HACTF) recommends amendments

to §21.05.020(e)(8) of the Pedestrian Access requirement intended to reduce development costs and increase site design flexibility. The proposal would change pedestrian access requirements and remove design standards for pedestrian access requirements. The HACTF recommendation proposed revisions to §21.05.020(e)(8) to require pedestrian access only for “non-industrial zoned” development (exclusive of single-unit detached or duplex dwellings). Further, it proposes to eliminate language regarding the design and location of sidewalks and also make the requirement a four-feet instead of a six-feet wide connection. In addition, the recommendation proposes removing more prescriptive design requirements for pedestrian connections as well as crossings that are not able to meet the pedestrian connection requirement between the principal building and the public street.

Overall, the HACTF recommendation retains limited pedestrian connection requirements for non-industrial properties. Staff supports the goal of providing more flexibility in the way the design and location of pedestrian connections to and through a site. However, staff identified a way to achieve the key elements of the HACTF recommendation while adding clarifying language and removing subjectivity in the current code language.

As an alternative to the HACTF recommendation, staff proposes targeted amendments to Pedestrian Connections that reformat and simplify the requirements, remove subjective language, and increase opportunities for design flexibility. Of note, at the Planning Commission meeting on January 13th, 2026, representatives from the HACTF committee expressed support of staff's recommended alternative.

Subsequent to the Planning Commission hearing, staff reviewed the proposed text amendment and is recommending an additional edit to the draft ordinance. This edit clarifies (and adds) an exemption for Industrial Uses in addition to projects within Industrial Zone Districts. The Industrial Use category includes specific uses such as mini-warehouses (mini-storage), outdoor storage, light industrial, mining and extraction, etc. Staff believes this more clearly aligns with the intent of the HACTF, though not consistent with their formal Recommendation Form.

The proposed revisions are attached to this staff report and incorporated in the draft ordinance. While this staff report still includes the previous analysis of the original HACTF proposal under the previous process since the report has gone through the Planning Commission process and to the City Council February 4 prior to being postponed, the staff alternative is what City Council is being asked to consider with support from both staff and the HACTF.

BACKGROUND OR DETAILED INFORMATION:

The Housing Affordability Committee Task Force (HACTF) recommends amendments to §21.05.020(e)(8) of the Pedestrian Access requirement intended to reduce development costs and increase site design flexibility. The proposal would change pedestrian connection requirements and remove design standards for pedestrian connection requirements.

The HACTF recommendation would revise §21.05.020(e)(8) to only require pedestrian access for “non-industrial zoned” development (exclusive of single-unit detached or duplex dwellings). Further, it would eliminate language regarding sidewalks and also make the requirement a four-feet instead of a six-feet wide connection, keeping it consistent with ADA requirements.

In addition, the proposal would also remove more prescriptive design requirements for pedestrian connections as well as crossings that are not able to meet the pedestrian connection requirement between the principal building and the public street.

Overall, the HACTF recommendation retains limited pedestrian connection requirements for non-industrial properties. Staff supports the goal of providing more flexibility in the way that new development achieves pedestrian connections. However, staff finds that the HACTF recommendation, as proposed, removes standards too broadly and could be done in a more efficient and succinct way while still retaining what’s important. Staff also believes it is important to remove subjective language from the requirement to make it more objective.

STAFF-PREPARED ALTERNATIVE

In response to the HACTF recommendation, staff proposes targeted amendments to the Pedestrian Connection language in §21.05.020(e)(8) that reformats the requirements and removes subjective and more prescriptive language, while still seeking to accomplish the same goal. Staff has also introduced language that would also provide an exception to Industrial Uses as listed in Table 21.04-1: Principal Use Table.

The staff-prepared amendment revises §21.05.020(e)(8) to establish clear, proportional pedestrian connections for residential and nonresidential development, exclusive of industrial zone district property. After further discussion between staff members following the Planning Commission meeting, staff felt that there was further value in including Industrial Uses as listed in the principal use table as part of this proposed language. The reasoning behind this being that more intensive industrial uses do not generate the same amount of pedestrian traffic that commercial and residential uses do.

Collectively, these revisions would substantially reduce the number of prescriptive location and design standards, clarify the application of remaining provisions, and improve the overall organization and usability of §21.05.020(e)(8).

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on January 3, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

HACTF Recommendation

The following analysis evaluates the HACTF recommendation against the approval criteria set forth in Section 21.02.050(d) of the Zoning and Development Code. Pursuant to this section, the City may approve a text amendment to the Code if the applicant demonstrates, through substantial evidence, that each of the following criteria is satisfied:

(A) Consistency with Comprehensive Plan
The HACTF recommendation is intended to reduce regulatory barriers and development costs in support of housing affordability objectives. The Comprehensive Plan defines affordability broadly, including the reduction of indirect costs associated with development and the efficient use of land and infrastructure.

The Comprehensive Plan places consistent emphasis on goals such as walkable neighborhoods, complete streets and connected networks, and equitable access for all modes of transportation to services and destinations.

The proposed amendment does not advance these goals and, in practice, may work against them. By allowing fewer required pedestrian connections or permitting exceptions without clear, objective criteria, the amendment risks creating isolated developments that do not prioritize community integration. This outcome is inconsistent with the Plan's vision of a connected, inclusive, and accessible city.

Furthermore, the Comprehensive Plan explicitly calls for land use and development regulations to implement its mobility and placemaking strategies. Weakening pedestrian access requirements shifts implementation away from these adopted policies and places greater reliance on discretionary decision-making, which the Plan cautions against.

Staff does not find this criterion has been met.

(B) Consistency with Zoning and Development Code Standards
The Zoning and Development Code places a strong emphasis on connectivity, walkability, and multimodal access as fundamental elements of good urban design. By reducing, weakening, or introducing broader discretion into required pedestrian access standards, the proposed amendment undermines these core principles. Rather than reinforcing predictable, citywide expectations for pedestrian circulation, the amendment introduces ambiguity that allows pedestrian connectivity to become optional or secondary to site design preferences.

This shift conflicts with the Code's intent to ensure that pedestrian infrastructure is treated as essential public-serving infrastructure, comparable in importance to vehicular access, utilities, and safety features. As a result, the amendment represents a departure from the code and it's design standards.

For these reasons, the HACTF recommendation does not maintain consistency with the structure, purpose, or integrated multi-modal framework of the Zoning and Development Code.

Finally, the amendment reduces predictability in how pedestrian access standards are applied across development types and locations. Increased discretion and reduced minimum requirements can lead to inconsistent outcomes, particularly when the standards provided are more subjective rather than objective. This can also make it more difficult to administer the code. This runs counter to both the Zoning and Development Code's purpose of providing clear, objective standards and the Comprehensive Plan's emphasis on equitable access.

Staff does not find this criterion has been met.

(C) Specific Reasons
The proposed Code Text Amendment shall meet at least one of the following specific reasons:
a. To address trends in development or regulatory practices;
The proposed amendment does not respond to identifiable trends in development or evolving regulatory practices. Contemporary planning and development trends at the local, regional, and national levels increasingly emphasize walkability, multimodal connectivity, and complete pedestrian networks as essential components of sustainable development. Regulatory best practices continue to move toward stronger, more objective pedestrian access requirements rather than discretionary standards.
b. To expand, modify, or add requirements for development in general or to address specific development issues;

Text amendments intended to expand, modify, or add development requirements should address a clearly identified development issue and result in improved development outcomes. The proposed amendment does not meet this standard. Rather than strengthening or refining pedestrian access requirements to resolve specific deficiencies, the amendment reduces baseline expectations without objective standards.

c. To add, modify or expand zone districts; or

Not applicable.

d. To clarify or modify procedures for processing development applications.

Not applicable.

Staff finds this criterion has not been met.

ANALYSIS

Staff-Prepared Alternative
The following analysis evaluates the staff-prepared alternative against the approval criteria set forth in Section 21.02.050(d) of the Zoning and Development Code. Pursuant to this section, the City may approve a text amendment to the Code if the applicant demonstrates, through substantial evidence, that each of the following criteria is satisfied:

(A) Consistency with Comprehensive Plan
The Comprehensive Plan emphasizes creating complete, walkable neighborhoods where residents can safely and conveniently move between buildings, streets, and destinations. Requiring pedestrian connections from principal building entrances to abutting sidewalks, streets, parking areas, transit facilities, and Active Transportation Corridors ensures that new development contributes to a continuous and interconnected pedestrian network rather than isolated sites. This supports the Plan's vision of cohesive development patterns that function as part of the broader community, not as standalone projects.

The Comprehensive Plan places strong emphasis on providing viable alternatives to automobile travel, including walking and transit. By explicitly requiring connections to transit facilities and Active Transportation Corridors, the proposed language reinforces the Plan's multimodal transportation strategy. These standards make walking a practical and intuitive option for daily trips, thereby supporting reduced vehicle reliance and improved transportation choice.

The Comprehensive Plan prioritizes safe and comfortable pedestrian environments for users of all ages and abilities. The crossing design requirements require durable construction materials, visible crossings through vehicular areas, and the use of curb extensions to minimize crossing distances. This directly aligns with safety objectives in the comprehensive plan. These elements reflect best practices endorsed by the Comprehensive Plan for reducing conflict points between vehicles and pedestrians and improving overall accessibility.

Encouraging active transportation is a key Comprehensive Plan strategy for improving public health and quality of life. Clearly defined, visible, and accessible pedestrian connections make walking more appealing and intuitive, supporting the Plan's goals related to physical activity, environmental sustainability, and community well-being. The requirement to connect to Active Transportation Corridors further strengthens this alignment by extending the reach and usability of the City's active transportation network.

Finally, the Comprehensive Plan calls for implementation tools that provide clarity and consistency while advancing long-term policy goals. The proposed pedestrian circulation language translates high-level Plan principles into objective, measurable development standards. This ensures predictable outcomes, fair application across projects, and consistent implementation of the Plan's walkability and connectivity objectives.

Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards
The zoning and development code requires developments to provide safe, convenient, and direct pedestrian circulation between buildings, public rights-of-way, parking areas, and transit facilities. The proposed language maintains this framework by requiring pedestrian connections from the principal building's main entrances to abutting sidewalks, streets, parking areas, transit facilities, and Active Transportation Corridors. This mirrors existing Code expectations that pedestrian movement be accommodated as a fundamental site design element rather than an afterthought.

The zoning and development code emphasizes connectivity both within sites and between adjacent properties and public infrastructure. By explicitly requiring connections to abutting sidewalks and Active Transportation Corridors, the proposed language is consistent with the Code's broader connectivity objectives and reinforces the intent to integrate private development into the City's larger pedestrian and transportation network. This approach reflects long-standing principles that developments should function as part of an interconnected urban system.

While the modified language goes from the existing 6-foot requirement to 4-foot, 4-foot wide connections are consistent with ADA requirements and gives more flexibility for more constrained sites. The code also includes multiple provisions aimed at minimizing conflicts between pedestrians and vehicles through site layout and design. The proposed requirements for enhanced visibility when pedestrian connections cross vehicular areas: using contrasting materials, colors, or texture are consistent with these standards and reinforce existing safety-focused design expectations. Similarly, the use of curb extensions to minimize crossing distance aligns with established Code strategies to improve pedestrian safety and reduce exposure to vehiclular traffic.

The proposed applicability section follows the zoning and development code's established structure by clearly identifying when the standards apply and by excluding industrial zoning districts and single-unit detached or duplex dwellings. This mirrors how existing Code standards are tailored based on development type, intensity, and anticipated pedestrian demand, ensuring that the requirements remain proportional and context sensitive.

Overall, the proposed pedestrian connection language does not introduce a new regulatory concept but clarifies and consolidates pedestrian circulation expectations already established in the code. By organizing these requirements into a clear, concise, and objective standard, the amendment improves usability and predictability while remaining consistent with the Code's long-standing intent to prioritize safe, connected, and functional pedestrian environments.

Staff finds this criterion has been met.

(C) Specific Reasons
The proposed Code Text Amendment shall meet at least one of the following specific reasons:
a. To address trends in development or regulatory practices;

The proposed pedestrian connection language reflects and responds to current trends in both development practice and land-use regulation, particularly those focused on walkability, safety, and multimodal integration. A key trend in development regulation is the movement away from auto-oriented site design toward walkable, human-scaled environments. The proposed language requires direct pedestrian connections from primary building entrances to sidewalks, streets, parking areas, and transit facilities, reinforcing the expectation that pedestrian access is treated as essential infrastructure rather than a secondary amenity.

Current regulatory practice increasingly prioritizes coordination between land use and transportation systems. By explicitly requiring connections to transit facilities and Active Transportation Corridors, the proposed language aligns with national and regional trends that support multimodal access. This integration reflects best practices seen in contemporary zoning codes that emphasize transportation choice and network connectivity. The proposed requirements for visible pedestrian crossings across vehicular areas and the use of curb extensions to shorten crossing distances directly reflect this trend. These techniques are widely recognized in current planning and engineering guidance as effective tools for improving pedestrian safety and comfort. Regulatory practices are trending towards clear, objective design standards that improve consistency and ease of administration. The proposed language reduces ambiguity in interpretation and enforcement. This approach aligns with best practices in zoning reform that seek to streamline development review while still achieving the goals of the comprehensive plan.

b. To expand, modify, or add requirements for development in general or to address specific development issues;

Staff has received feedback from members of the development community as well as the HACTF regarding the difficulty of implementing the current pedestrian connection requirement. This amendment makes the connection requirement less prescriptive, providing more flexibility in how pedestrian connection is achieved. This amendment also provides more objective criteria than the HACTF's recommendation, ensuring more predictability when it comes to designing pedestrian connections and more consistency in the application of the code language when administering it.

c. To add, modify or expand zone districts; or

Not applicable.

d. To clarify or modify procedures for processing development applications.

Not applicable.
Staff finds this criterion has been met.

FINDING OF FACT AND RECOMMENDATION
After reviewing the proposed amendments, the following findings of fact have been made:

HACTF Recommendation
In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the Housing Affordability Committee Task Force recommendation to amend pedestrian connections is not consistent with the Comprehensive Plan, is not consistent with the Zoning and Development Code standards, and does not meet at least one of the specific reasons required for approval of a Code Text Amendment.

Staff-Prepared Alternative
In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the staff-prepared alternative amendments to Title 21 are consistent with the Comprehensive Plan, are consistent with the Zoning and Development Code standards, and meets at least one of the specific reasons outlined for approval of a Code Text Amendment.

The Planning Commission voted (5-0) to recommend approval of the Staff-Prepared Alternative.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to adopt Ordinance No.5311, an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and second reading and final passage, and order publication in pamphlet form.

Attachments

1. Exhibit 1. HACTF Recommendation No. 7 Pedestrian Access
2. Planning Commission Minutes - 2026 - January 13
3. HACTF Letter of Support
4. 26.0106 Pedestrian Access Ordinance

Connecting Commercial and Industrial Code Amendments to Housing Affordability

1. The Broader Definition of 'Affordability' in Grand Junction

The Grand Junction Housing Strategy (Resolution 74-24) defines affordability broadly—not just as reducing direct housing costs, but also as removing regulatory and procedural barriers, and fiscal cost shift that increase total development costs that are ultimately borne by home buyers and renters.

The strategy specifically encourages changes that reduce fiscal cost burden, improve land-use efficiency, streamline development approvals, and reduce indirect costs that affect the overall cost of housing. Therefore, even amendments to commercial or industrial codes can play a meaningful role in achieving housing affordability goals.

2. How Each Proposed Code Amendment Supports Housing Affordability

Drive-Through Standards (§21.04.040(E)(2))

In Grand Junction, sales and use taxes from retail development are the largest source of the City's operating revenues. Sales and use taxes are the primary source of the City's General Fund which supports the core city functions and capital improvement projects that underpin the development of housing.

Returning primary function to retail drive-through will maintain the sales tax revenue that is necessary to support public infrastructure and services that are necessary for cost effective housing. Allowing drive-through retail development to continue also underpins mixed-use projects that include both retail commercial and residential components where commercial components carry a greater proportionate share of the cost of the land and infrastructure that are necessary to support housing.

Talking point: "The City of Grand Junction is discouraging small retail development through overly burdensome drive through design criteria and by doing so more infrastructure and service cost burden will be shifted to housing. Amending the zoning code to allow retail drive-through development will contribute substantially to the financial feasibility of housing development in general and attainable housing in particular."

Required Pedestrian Access and Bicycle Parking in Industrial Zones (§21.08.020(A–C)

While it is important to consider safety for multimodal access and circulation in high traffic settings frequented by the general public it is also important to bike and ped requirements for property uses that are not oriented toward the general public where low traffic living and work functions require design forms that don't necessitate exclusive pedestrian and bicycle design criteria that negate other primary uses by reducing valuable indoor area and interrupting on site circulation. The proposed code changes are intended to recognize bike and pedestrian use without comprising other uses. Those that are using property should be

able to design them to serve the function of residential and non-residential tenants alike to derive the highest and best property use at the lowest possible cost.

The imposition of exclusive pedestrian access and specific indoor bike storage requirements on non-retail commercial and industrial zoned properties limits their functional efficiency and the resultant lack of usable space and hindered site circulation from these requirements ultimately reduces business expansion and the resultant wage growth that is a primary component of housing affordability.

In addition to maintaining employment growth, it is important to understand that residential builders and contractors, and their suppliers are primary users of commercial and industrial spaces and maintaining the design functionality of the spaces that builders and building material suppliers utilize ultimately reduces the construction costs that ripple into the housing market through higher material and labor prices.

Thus, it is important to recognize that the proposed zoning amendments support housing affordability both by increasing employment and maintaining the operating efficiency of housing providers.

Talking point: "Right-sizing exclusive pedestrian access and bike-parking requirements increases business expansion and wage growth to increase consumer funding for housing while improving builder and supplier operating efficiencies to reduce housing costs."

Non-Structural Change of Use (§21.02.040(C)(2)(i) B)

Amend §21.02.040(C)(2)(i)(B) to exempt non-structural change-of-use projects from Administrative Review when there are no exterior site or utility changes and the change-of-use is in the same General Use Category (Residential, Public, Commercial, Industrial) as the proceeding/historical use.

Currently a Change of Use Permit process is required whenever a property changes from a nonresidential use to a residential one, or between certain use categories—even if there are no structural modifications, site layout changes, or utility adjustments. This requirement adds time and cost to zoning compliant business expansions that could otherwise proceed under standard zoning guidelines. Just as importantly this process uses up staff resources that could be better utilized to process residential subdivision and site plan applications.

Talking point: "Reducing staff time spent reviewing zoning compliant change of uses in existing buildings will increase the pace and predictability of business expansion and resultant employment growth while allocating more staff time to expedite residential site plan subdivision applications. Expediting job and wage growth will improve consumer funds available for housing and allocating more staff time to residentials projects will reduce entitlement delays to increase the rate of housing production."

3. Affordability Through Efficiency

The Task Force's mission is to identify and remove regulatory barriers that make housing more expensive. Commercial and industrial efficiencies directly support that mission by

(i) **Required Pedestrian Access.**

(A) Each non-industrial zoned development with one or more buildings, except individual lot development of a single-unit detached or duplex dwelling, shall provide ~~reasonably~~ reasonable ~~direct paved~~ pedestrian ~~sidewalk~~ connections from the front of principal building main entrances to abutting public streets, ~~between all principal buildings,~~ ~~between buildings~~ ~~and~~ outlying parking areas, ~~between buildings and~~ transit facilities, ~~and between the development~~ and any abutting Active Transportation Corridor.

~~(B) Pedestrian circulation shall be given equal consideration to motor vehicle traffic.~~

(ii) **Design Requirements.**

(i) Each pedestrian ~~sidewalk~~ connection shall be a minimum of ~~six~~ four feet wide ~~and shall be constructed of concrete~~.

(ii) At least one pedestrian ~~sidewalk~~ connection between a principal building and an abutting street shall provide access to an existing contiguous public sidewalk allowing continuous travel to all abutting streets if available . ~~The connection shall be separated from motor vehicle areas by a curb or other physical barrier approved by the Director, except that~~ The pedestrian connection to an abutting street may ~~crossing~~ cross a motor vehicle area ~~is allowed~~ when the following standards are met for each such crossing:

a. The crossing shall be as close to a perpendicular angle to the vehicular path of travel as possible.

b. ~~The crossing shall be raised to a minimum of three inches above the height of the adjacent pavement.~~

c. The crossing shall be ~~constructed of concrete~~stripped on a polymer surface which contrasts in color and/or texture with the pavement of the motor vehicle area.

d. ~~The distance of the crossing shall be the minimum necessary. No crossing shall exceed 20 feet.~~

e. ~~Curb extensions shall be used to minimize crossing distance and maximize visibility.~~

f. ~~Vehicle turning movements shall be spaced as far as possible from the crossing.~~

g. Advance warning signage and striping shall be provided.

~~(iii) All other pedestrian sidewalk connections shall meet the following standards:~~

~~a. The connection shall be clearly visible and provide adequate lighting.~~

~~b. Where connections cross motor vehicle areas, each such crossing shall be constructed of concrete which contrasts in color and/or texture with~~

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~~the pavement of the motor vehicle area.~~

~~e.~~h. ~~Advance warning signage and striping shall be provided as necessary to facilitate circulation and improve public safety and awareness.~~

(9) **Access.**

Site layout and access design shall minimize the number of traffic conflict points into and out of a development by defining and consolidating driveways or access points and designing shared access between/among businesses.

(Ord. 5267, 7/16/2025; Ord. 5263, 6/18/2025; Ord. No. 5250, 4/2/2025; Ord. No. 5241, 12/4/2024; Ord. No. 5228, 8/7/2024; Ord. 5190, 12/20/2023)

§ 21.05.030. Parks, open space, and trails.

(a) (Reserved)

(b) **Pedestrian and Bicycle Trails.**

(1) Trails shall be constructed in accordance with applicable City standards.

(2) **Trail Construction for Transportation Impact Fee Credit.**

If a required Active Transportation Corridor is constructed for any purpose other than replacing a required sidewalk (pursuant to § 29.68.020(f) Pedestrian Facilities), then the developer/owner may request a credit for the cost of construction of the trail(s) against the project's Transportation Impact Fee in an amount not to exceed the total transportation fee. The amount of the credit will be determined by the City using established and uniform cost for labor and materials for the specific type and width of the trail(s) constructed.

(Ord. No. 5250, 4/2/2025; Ord. 5190, 12/20/2023)

§ 21.05.040. Residential compatibility standards.

(a) **Purpose.**

The purpose of this section is to protect existing Residential zone districts, neighborhoods, and uses from the potentially adverse impacts arising from the development of taller or more intense structures in close proximity to residences.

(b) **Applicability.**

(1) The residential compatibility standards in this subsection apply when single-unit attached of three units or more, multi-unit residential, mixed-use development, or nonresidential development is proposed adjacent to structures in an R-R, R-ER, R-1R, R-2R, RL-4, or RL-5 zone district (protected residential districts).

(2) In cases where multiple structure types are contained on the same lot, residential adjacency shall apply to the area within that lot which encompasses the protected

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GRAND JUNCTION PLANNING COMMISSION
January 13, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Thomas Lloyd (Planning Manager), Jessica Johnsen (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), Tim Lehrbach (Principal Planner), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 11 members of the public in attendance, and 5 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from December 23, 2025.
2. **Lowell Village Phase 2 Subdivision Extension** **SUB-2019-687**
   Consider a request by Jeremy Nelson of Grand Junction ReGeneration LLC (owner) – to extend the plat recording deadline for the Lowell Village Phase 2 Subdivision, 32 lots on 1.63 acres in an MU-3 (Mixed Use Downtown) zone district.
3. **Aspire Residential Easement Vacation** **VAC-2025-61**
   Consider a request to partially vacate a Drainage Canal Easement and Easement for Pipeline for the City of Grand Junction located at 2651 Stacy Drive on a 7.10-acre parcel in an RH-24 district to accommodate the construction of three, three-story, 24-unit apartment buildings - **This item to be moved to the January 27th, 2026, Planning Commission Hearing**

Commissioner Quintero moved to approve the Consent Agenda.

Commissioner Moore seconded; motion passed 5-0.

REGULAR AGENDA

1. **Fox Grove Subdivision Annexation** **ANX-2025-421**
   Consider a request by Grand Junction Real Estate Investments, LLC to zone 4.88 acres located at 3071 E 1/2 Road from Mesa County Residential Single Family - 4 District (RSF-4) to Residential Medium 8 (RM-8) located at 3071 E 1/2 Road.

Staff Presentation
Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Weckerly clarified that the additional exhibit being added to the record was a revision to Exhibit 6 regarding the acreage of the parcel.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public hearing was closed at 5:44 p.m. on January 13, 2026.

Discussion

Motion and Vote
Commissioner Zyvan made the following motion "Madam Chair, on the Zone of Annexation request for the property located at 3071 E 1/2 Road, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report."

Commissioner Quintero seconded; motion passed 5-0.

2. Lucky Me Center Rezone RZN-2025-293

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road.

Staff Presentation
Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Zyvan asked why the application was being considered as one item given the various zoning of the parcels being rezoned.

Chair Weckerly indicated there was a typo with the public notice and the wrong zoning was provided (a parcel presently zoned RM-8, not RM-12). Staff offered that since the typo was for the previous zoning and what was indicated was a higher density zone, it was not an issue, the City Attorney advised that the Planning Commission as the decision maker could determine if the notice was sufficient. It was clear in the notice that the request was to change to MU-2. The Planning Commission was comfortable that the notice was sufficient.

Kim Kerk with Kim Kerk Land Consulting & Development spoke on behalf of the applicant and provided a brief summary of the project.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:01 p.m. on January 13, 2026.

Commissioner Moore read an email exchange between Gregg Palmer and Trent Prall about the adjacent intersection at 29 Rd and Patterson Rd.

The public hearing was closed at 6:04 p.m. on January 13, 2026.

Discussion
There was no additional discussion among the Commissioners.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Rezone request for the property located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293, 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 Ehlers seconded; motion passed 5-0.

3. Morelli Annexation ANX-2025-192

Consider a request by the Morelli Family Trust, U/A dated October 21, 2022, and Carla Morelli-Saurdiff to zone 2.56 acres from Mesa County Residential Single Family – 4 (RSF-4) to Mixed-Use Light Commercial (MU-2), Located Between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
There were no questions for staff.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public hearing was closed at 6:09 p.m. on January 13, 2026.

Discussion
There was no additional discussion among the Commissioners.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Zone of Annexation request for the property located 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report."

Commissioner Zyvan seconded; motion passed 5-0.

4. C ½ Road Gravel Pit CUP Extension CUP-2021-616

Consider a request to extend Planning Commission's conditional approval from August 22, 2023, of a Conditional Use Permit (CUP) to Allow Sand and Gravel Extraction on a Total of 27.8 acres in a Public, Civic, and Institutional Campus (P-2) Zone District Located at 2855 C 1/2 Road.

Staff Presentation
Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by the State of Colorado Department of Parks and Wildlife regarding the Riverfront Trail on the South side of the parcel.

Questions for Staff
Commissioner Quintero asked when the CUP was originally issued.

Mark Austin, with Austin Civil Group, spoke on behalf of the Applicant and provided some context for the extension request.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:23 p.m. on January 13, 2026.

There were no additional questions or comments for Staff or the Applicant.

The public hearing was closed at 6:23 p.m. on January 13, 2026.

Discussion
Commissioner Ehlers commented that the late additions by the Colorado Division of Parks and Wildlife were refining the original approval.

Commissioners Zyvan and Quintero echoed Commissioner Ehlers comments.

Motion and Vote
Commissioner Quintero made the following motion “Madam Chair, on the C ½ Road Gravel Pit to establish a Conditional Use Permit for a mining excavation operation, file number CUP-2021-616, I move that the Planning Commission approve the CUP with the findings of fact and conditions listed in the staff report.”

Commissioner Ehlers seconded; motion passed 5-0.

5. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road - **This item was moved to the January 27th, 2026, Planning Commission Hearing**.

6. Zoning Code Amendments – Quarter 1 2026 ZCA-2025-753

Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of the Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, ROW Dedication, Multi-Unit Design Standards, Access to Public Streets, Open and Undeveloped Spaces, and Service and Storage Areas in the 24 Road Corridor.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Quintero asked about the nature of the requested code amendments and if the ultimate goal was just “cleaning up” the existing code language.

Commissioner Ehlers inquired about the proposed shared driveway amendments, including fire code standards, maximum driveway width, the requirements for HOA tract dedication rather than easements, and whether that requirement would necessitate the creation of an HOA.

Chair Weckerly asked if this change would be applied retroactively to parcels that are already accessed off a shared driveway.
There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Moore asked why this amendment was proposed and if staff had an example for the necessity of this change regarding property ownership and shared access on shared driveways. Commissioner Ehlers continued this question and its relation to HOA creation.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Ehlers asked for clarity about the strikethroughs for storm drainage, retention, and detention ponds in GJMC 21.09.060(b)(3) and why the proposal did not reference the Storm Water Management Manual (SWMM).

Chair Weckerly asked why the stormwater detention facilities were required to be planted.

There was discussion about continuing the amendments to stormwater facilities to a future hearing.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

Henry Brown commented on the strikethrough to 21.05.050(d)(2)(ii) regarding building access and its relation to Plan Principals 5 and 6 of the Comprehensive Plan.

The public comment period was closed at 7:10 p.m. on January 13, 2026.

Staff responded to Mr. Brown's comments and provided context on the code amendments.

The public hearing was closed at 7:11 p.m. on January 13, 2026.

Discussion
Commissioner Zyvan asked about ADA code.

Commissioner Moore commented that the access questions posed by Mr. Brown were discussed in previous workshops and the existing language had unforeseen constraints on development whereas the amendments provided additional flexibility.

Motion and Vote
Commissioner Ehlers made a motion the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report with the exception that 21.05.020(e)(5)(ii) and 21.09.060 be remanded back to staff for further consideration.

Commissioner Moore seconded; There was discussion amongst the commissioners about Commissioner Ehler's motion.

Commissioner Ehlers withdrew the previous motion.

Commissioner Zyvan made the following motion: “Chair, on the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report, remanding back Section 21.09.060(b)(3) referring to storm drainage, retention, and detention ponds for further consideration by staff.”

Commissioner Quintero seconded; motion passed 4-1.

7. Zoning Code Amendments – Bicycle Storage & Parking ZCA-2026-30

Consider a request by the Housing Affordability Code Task Force to Amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Bicycle Storage and Parking. She provided context for an additional exhibit that was submitted by John Gargasz, the developer for the Aspire Residential Multiunit development.

Staff Presentation

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by John Gargasz, the developer for the Aspire Residential Multi-unit development.

Questions for Staff

Commissioner Moore asked for clarification on the strikethrough for Subsection 2 of the Staff prepared alternative.

Commissioner Zyvan asked if there was a typo on the measurements in the short-term parking table. He asked what “enclosed” meant in regard to long-term bicycle parking and if it required the parking to be covered.

Members of the Housing Affordability Code Task Force (HACTF) provided some context for the request.

Commissioner Ehlers asked the applicant to summarize what was being requested by the HACTF.

Chair Weckerly noted that there were two prepared motions, and that either could be modified if the Commission so chose.

There was additional discussion regarding the long-term bicycle parking and its impact on housing affordability.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

David Lehman commented that the HACTF has failed to show how reduced costs for builders would make housing more affordable and agreed with Staff's findings that the request did not meet the goals of the Comprehensive Plan.

Henry Brown noted that HACTF presented no concrete metrics or figures for the cost of long-term bicycle parking and spoke about the difference in maintenance costs related to cars vs. bicycles. He commented that the current utilization of the bike parking at the "Slate on 25 Road" was impressive given the state of the surrounding cycle infrastructure.

Mark Austin with the HACTF provided context on the differing costs of long-term bike parking that he had stated earlier.

Mike Foster with the HACTF agreed with Mr. Brown's comments on existing cycle infrastructure but argued that the parking should be added as needed once the infrastructure was in place.

McKenzie Thorn with the HACTF asked what else they would put in the bike storage and commented that the current bike storage was not used, but if it was used for something else in the future it could be a safety issue.

The public comment period was closed at 8:41 p.m. on January 13, 2026.

Commissioner Moore asked if the $4800 amount that was provided was for individual lockers at the Community Recreation Center.

Staff noted that the Zoning code does not give specific amounts required for bicycle storage, only that it is required. The developer has flexibility as to the design.

The public hearing was closed at 8:43 p.m. on January 13, 2026.

Discussion
Commissioner Ehlers reiterated the HACTFs comments that there is low utilization of the long-term bike parking at this time. He noted that the code language on providing bike parking ultimately determines who will pay for it. He disagreed with how bike parking was previously interpreted and implemented.

Motion and Vote
Commissioner Ehlers made a motion to approve Staff's alternative recommendations with the removal of the amendments to long-term bike parking.

Commissioner Quintero seconded; there was discussion about how to proceed with Commissioner Ehler's motion.

Motion failed 3-2.

Commissioner Ehlers made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle

parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report."

Commissioner Zyvan seconded; Commissioner Moore suggested amending the motion to remand the long-term bicycle parking back to staff.

Staff clarified that the amended motion would leave the current code language for long-term bicycle parking.

Motion failed 2-3.

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report with the exception of long-term bicycle storage being reduced to 25% of the currently required ratios outlined in Table 21.08-5."

There was no second on that motion.

Chair Weckerly indicated that there would be no further discussion or motions for this item.

8. Zoning Code Amendments – Pedestrian Access ZCA-2026-31

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pedestrian Access.

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Moore asked for clarification on the "color and/or texture" requirements for pedestrian connections.

Commissioner Ehlers asked what a "curb extension" looked like in practice.

Commissioner Zyvan had questions on a previous draft of the ordinance. He asked if there was still intention to keep crossings as short as possible and away from vehicle conflicts.

Mike Foster requested that the Commission approve the Staff's suggested amendments.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

Henry Brown voiced his support for staff's recommendations with the exception of the pedestrian crossing being exempted for industrial uses.

David Lehman echoed Henry's comments and requested the Commission approve Staff's recommendations.

The public hearing was closed at 10:03 p.m. on January 13, 2026.

Discussion
There were no additional comments or questions from the Commission.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code concerning pedestrian access, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report regarding the Staff's alternative recommendations."

Commissioner Ehlers seconded; motion passed 5-0.

9. Zoning Code Amendments – Fee Study Update ZCA-2025-737
Consider a request by the City of Grand Junction to Amend Section 21.02.070(11)(ii) of the Zoning and Development Code regarding Review and Update of the Fee Study.

Staff Presentation
Tamra Allen, Community Development Director, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
There were no questions for Staff.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 10:09 p.m. on January 13, 2026.

Commissioner Zyvan asked if there were any guidelines proposed for when fees should be updated.

The public hearing was closed at 10:12 p.m. on January 13, 2026.

Discussion
There were no additional questions or comments from the Commission.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-737, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Zyvan seconded; motion passed 5-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.
The vote to adjourn was 5-0.

The meeting adjourned at 10:14 p.m.

City of Grand Junction
City Council
250 N. 5th Street
Grand Junction, CO 81501

Dear Mayor and Members of City Council,

On behalf of the Grand Junction Housing Affordability Code Task Force, I am writing to express support for the proposed changes to 21.05.020. Pedestrian Circulation.

Grand Junction is facing real housing supply and affordability challenges. Local policy must ensure that well-intended regulations do not unintentionally function as barriers to housing production. While pedestrian safety is essential, overly rigid design mandates can significantly increase development costs without delivering proportional safety improvements.

The proposed changes establish an important goal: ensuring pedestrians can move safely and directly between buildings, streets, parking areas, and transportation networks. The Housing Task Force supports this goal.

Every additional regulatory layer added to a housing project compounds cost. Even small increases in required infrastructure can translate directly into higher home prices or rents. In today's housing market, unnecessary cost burdens can determine whether projects are built at all.

Importantly, deregulation in this context does not mean lowering safety expectations. It means focusing regulations on what actually improves safety and removing requirements that primarily increase cost without clear public benefit. Grand Junction can maintain a high level of pedestrian safety while allowing flexibility in how that safety is achieved.

We encourage City Council to view pedestrian access standards through the dual lenses of safety and housing attainability. Policies should protect residents while also ensuring that regulatory structure does not unintentionally restrict housing supply or increase costs for future homeowners and renters.

Grand Junction has an opportunity to lead by demonstrating that strong safety outcomes and housing affordability can coexist when regulations are focused, efficient, and performance-based.

Thank you for your leadership and your continued work to support safe, attainable housing and responsible community growth.

Respectfully,

Kelly Maves
Chair, Grand Junction Housing Affordability Code Task Force

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING PEDESTRIAN ACCESS

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Staff has identified items that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

The following sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):

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21.05.020 REQUIRED IMPROVEMENTS

...

(8) Pedestrian Circulation.

(i) Applicability. This section applies to all development, excluding development within an Industrial zone district, Industrial Uses as listed in Table 21.04-1: Principal Use Table, and single-unit detached or duplex dwellings.

(ii) Required Pedestrian Connection ~~Access.~~

(A) Each development with one or more buildings~~, except individual lot development of a single-unit detached or duplex dwelling,~~ shall provide ~~reasonably direct paved~~ pedestrian ~~sidewalk~~ connections from the front of the principal building's main entrances to: ~~abutting public streets, between all principal buildings, between buildings and outlying parking areas, between buildings and transit facilities, and between the development and any abutting Active Transportation Corridor.~~

a. abutting public sidewalk(s) or streets

b. outlying parking areas

c. transit facilities

d. any abutting Active Transportation Corridor.

~~(B) Pedestrian circulation shall be given equal consideration to motor vehicle traffic.~~

(iii) Design Requirements.

(A) Each pedestrian sidewalk connection shall be a minimum of ~~six~~ four feet wide and shall be constructed of an impermeable material ~~concrete~~.

~~(B) At least one pedestrian sidewalk connection between a principal building and an abutting street shall provide access to a public sidewalk allowing continuous travel to all abutting streets. The connection shall be separated from motor vehicle areas by a curb or other physical barrier approved by the Director, except that crossing a motor vehicle area is allowed when the following standards are met for each such crossing:~~

~~a. The crossing shall be as close to a perpendicular angle to the vehicular path of travel as possible.~~

~~b. The crossing shall be raised to a minimum of three inches above the height of the adjacent pavement.~~

~~c. The crossing shall be constructed of concrete which contrasts in color and/or texture with the pavement of the motor vehicle area.~~

~~d. The distance of the crossing shall be the minimum necessary. No crossing shall exceed 20 feet.~~

DRAFT

~~e. Curb extensions shall be used to minimize crossing distance and maximize visibility.~~

~~f. Vehicle turning movements shall be spaced as far as possible from the crossing.~~

~~g. Advance warning signage and striping shall be provided.~~

~~(C) All other pedestrian sidewalk connections shall meet the following standards:~~

~~a. The connection shall be clearly visible and provide adequate lighting.~~

~~b. Where connections cross motor vehicle areas, each such crossing shall be constructed of concrete which contrasts in color and/or texture with the pavement of the motor vehicle area.~~

~~c. Advance warning signage and striping shall be provided as necessary to facilitate circulation and improve public safety and awareness.~~

(B) When a pedestrian sidewalk connection crosses a vehicular area such as a travel lane of parking lot, the crossing shall be constructed so that it is clearly visible, by using techniques such as contrasts in color and/or texture.

(C) Curb extensions shall be used to minimize crossing distance.

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INTRODUCED on first reading this 18th day of February 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 4th day of March 2026 and ordered published in pamphlet form.

ATTEST:

_____

Cody Kennedy
President of the City Council

_____

Selestina Sandoval
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #7.a.iii.

Meeting Date: March 4, 2026

Presented By: Tim Lehrbach, Principal Planner

Department: Community Development

Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Right-of-Way Dedication, Acceptable Plant Material, and Street Frontage Landscape

RECOMMENDATION:

The Planning Commission heard this item at the February 10, 2026 regular meeting and voted (7-0) to recommend approval.

EXECUTIVE SUMMARY:

In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development Code (Title 21) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND
In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development Code (Title 21) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

Proposed amendments are as follows:

GJMC 21.05.020(c)(1)(iv) ROW Dedication.
A method for the acquisition of right-of-way beyond what is needed to serve a project or right-of-way for an Active Transportation Corridor is added. The City will offer the Mesa County Assessor's value for any such right-of-way. An owner may accept the offer or

object to the offer and include a counteroffer. The City may accept the counteroffer or obtain an appraisal. If an appraisal is obtained, the City may offer the appraised value, the counteroffer amount, the Assessor value, or any amount between the highest and lowest amounts. If the owner does not accept the City's offer, the matter will be referred to the City Council for a determination whether the Assessor's value, the counteroffer, or the appraised value is the Fair Market Value constituting the City's final offer for dedication. Payment for right-of-way acquisition will occur by Transportation Capacity Payment (TCP) credit, unless the Fair Market Value exceeds the total of the TCP, upon which the City will pay the difference in cash.

GJMC 21.07.030(c)(1)(iv) Acceptable Plant Material—Suitable Plant List.
The classification of plants according to water needs is updated to reflect nursery industry standards.

GJMC 21.07.060(a)(2) Street Frontage Landscape
The requirement for street frontage landscape on the perimeter of a new residential subdivision is revised to exclude local streets from the requirement.

NOTIFICATION REQUIREMENTS
Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on January 31, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS
The criteria for review are set forth in Section 21.02.050(d) of the Zoning and Development Code, which provides that the City may approve an amendment to the text of the Code if the applicant can demonstrate evidence proving each of the following criteria:

(A) Consistency with Comprehensive Plan
The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed amendment responds to Plan Principle 11, Goal 3, Strategy c., which calls for continuous evaluation of existing practices and systems to improve outcomes and provide excellent, equitable service to the public. The amendment improves development outcomes and service to the public by creating a predictable, transparent process for the acquisition of right-of-way, by simplifying the water needs classification of required plantings, and by removing an unnecessary requirement for street frontage landscape in locations where it is of little benefit and creates burdens for development.

(B) Consistency with Zoning and Development Code Standards
The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.

The proposed amendment creates no inconsistencies, conflicts, or contradictions with other provisions of the Zoning and Development Code.

Staff finds this criterion has been met.

(C) Specific Reasons
The proposed Code Text Amendment shall meet at least one of the following specific reasons:

The proposed revisions to the Zoning and Development Code (ZDC) all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

a. To address trends in development or regulatory practices;
The amendment addresses the City's policy direction to acquire right-of-way by Transportation Capacity Payment credit and/or direct purchase. A process for determining Fair Market Value is established.

The amendment addresses the discrepancy in plant water need classification standards between the Zoning and Development Code (and Suitable Plant List) and nursery industry standards, in which the use of "xeric" is becoming deprecated. The Code's nomenclature with multiple categories called "xeric" and multiple instances of "low" and "medium" is unclear and may create the expectation that those categories with "xeric" in the name require no water or less water for establishment than actually needed.

b. To expand, modify, or add requirements for development in general or to address specific development issues;
The amendment modifies requirements for street frontage landscape in new residential subdivisions. The existing language, which requires street frontage landscape at the perimeter of the subdivision, irrespective of street classification, creates challenges to development when the required landscape would be or must be located in the front of lots to be developed with single-unit residences, necessitating a tract or easement, complicating the provision of irrigation, conflicting with driveway locations, and creating an inconsistent streetscape where street frontage landscape is introduced on local streets which are already partly developed without it. When the perimeter street frontage landscape requirement is limited to collector and arterial streets, these problems are
mitigated due to standards restricting frontage and driveway access for new single-unit residential lots along such streets.

c. To add, modify or expand zone districts; or
Not applicable.

d. To clarify or modify procedures for processing development applications.
The amendment modifies procedures for acquiring right-of-way with new development.

Specific reasons a, b, and d are satisfied. Staff finds this criterion has been met.

FINDING OF FACT AND RECOMMENDATION
After reviewing the proposed amendments, the following finding of fact has been made:

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendment to Title 21 is consistent with the Comprehensive Plan and the Zoning & Development Code Standards and meets at least one of the specific reasons outlined.

Therefore, the Planning Commission recommended approval.

FISCAL IMPACT:

There is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to adopt Ordinance No.5312, an ordinance amending sections of the Zoning and Development Code (Title 21 of Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape on final passage and order final publication in pamphlet form.

Attachments

1. Planning Commission Minutes - 2026 - Feb 10 - DRAFT
2. Draft Ordinance

GRAND JUNCTION PLANNING COMMISSION
February 10, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, Ian Thomas, Greg Palmer, and Caleb Abeloe.

Also present were James Campbell (Staff Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kathryn Phillips (City Development Engineer), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 48 members of the public in attendance, and 5 virtually.

Chair Weckerly noted that items 5 and 6 were being pulled from this agenda for future consideration at a date uncertain.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from January 27, 2026.

   Commissioner Quintero moved to approve the Consent Agenda.

   Commissioner Moore seconded; motion passed 7-0.

REGULAR AGENDA

1. **370/374 29 Rd Rezone** **RZN-2025-466**
   Consider a Request by Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver to Rezone Approximately 12.89 Acres From RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road.

   Staff Presentation
   Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

   Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions. She noted that the current request was only for the rezone and there were no plans for future development at this time.

   Questions for Staff

DRAFT

Commissioner Palmer asked staff to address a public comment about the viability of 29 Rd to handle any additional traffic generated by future development.

Commissioner Moore clarified that the parcels were currently separate.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 5:54 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 5:54 p.m. on February 10, 2026.

Discussion
Commissioner Zyvan commented that 29 Rd is an arterial road and should be able to accommodate the additional traffic from future development.

Motion and Vote
Commissioner Zyvan made the following motion "Madam Chairman, on the Rezone request for the property located at 370 and 374 29 Road, City file number RZN-2025-466, 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 Quintero seconded; motion passed 7-0.

2. **Kimball-Noland Rezone** **RZN-2025-551**

Consider a request by Enlightened Real Estate Fund, LLC to rezone approximately 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction. The parcels are addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; along with parcels numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021.

Staff Presentation
Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions.

DRAFT

Questions for Staff
Chair Weckerly asked about the limited access to the parcels on Kimball Ave and if staff thought that would present challenges for future development.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:15 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:15 p.m. on February 10, 2026.

Discussion
Commissioners Moore and Quintero indicated their approval of the rezone.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the rezone 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon's First Subdivision less those portions conveyed to the City of Grand Junction City file number RZN-2025-551, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Weckerly noted that her earlier question was only to ensure there could be adequate access at time of development.

Commissioner Palmer seconded; motion passed 6-0. Commissioner Thomas did not indicate favor or opposition.

3. Zoning Code Amendments – Q1 2026 ZCA-2026-26
Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape.

Staff Presentation
Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Zyvan asked why 14 feet was the standard width for street frontage landscaping. He asked why the landscaping requirement was being preserved for collector and arterial street classifications.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:31 p.m. on February 10, 2026.

There were no additional questions or comments from the Commission.

The public hearing was closed at 6:31 p.m. on February 10, 2026.

Discussion
Commissioners Palmer and Zyvan expressed their appreciation for the staff's efforts.

Commissioner Moore and Chair Weckerly expressed interest in a future discussion about reducing the street frontage landscaping requirements along collector and arterial roads.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-26, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report."

Commissioner Zyvan seconded; motion passed 7-0.

4. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

Chair Weckerly stated that she owned property that abutted the subject parcels but did not feel that this would impact her decisions on the request.

Staff Presentation
Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Mike Stubbs provided some context for the request and was available for questions.

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Applicant Scott Preisendorf gave a presentation on the request and was available for questions.

Questions for Staff
Commissioner Quintero asked how preserved open space was evaluated for accessibility and usability.

Commissioner Moore asked for clarification on what land was exchanged between the applicants and the City. He asked why the City-owned open space was used for calculating density within the future PD. He asked what would happen if the ODP was not adopted or if it lapsed in the future.

Commissioner Zyvan asked what the total acreage is for the PD.

Commissioner Abeloe asked if the proposed PD was consistent with the previous PD. He asked what the allowed maximum density was under the previous PD.

Commissioner Palmer asked if the number of variances being requested was unusual. He asked if the 40-foot maximum height was standard.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via www.gjcity.org.

Chris Mcanany commented on the proposed density, compliance with the Comprehensive Plan, and minimum open space requirements. He urged the Commission to vote “no” on the request.

Carol Bierbowe expressed concerns with increased traffic created by this development and inadequate pedestrian infrastructure [sidewalks] on Rana Rd.

Rick Beauheim expressed concerns with increased traffic on Rana Rd. He suggested that High Desert Rd and Rana Rd should terminate in cul-de-sacs on Lots 1 & 2 respectively. He also suggested limiting the allowed density to RL-4 and disallowing the development to include the City-owned open space in the density calculations.

Bill Larsen speculated that future development would adversely impact drainage on Rana Rd. He also advised looking into future challenges with irrigation.

Jane Huston echoed the previous comments on safety, density, irrigation, and drainage and requested the density be capped at RL-4 without consideration of the City-owned open space.

Lisa Howfield commented that this hearing was not appropriately advertised. She shared her concerns about the increased traffic and the incongruity with the surrounding area.

Ken Delay agreed with the previous comments regarding drainage, inadequate pedestrian and vehicle infrastructure, and increased traffic on Rana Rd.

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John Hatch agreed with the previous comments and added that Rana Rd doesn't have shoulders nor sidewalks.

Rick Garcia urged the commission to deny the ODP for Camelback Gardens. He disagreed with the use of the City-owned open space for density calculations. He requested a property value study and a traffic impact study be done prior to any development in Camelback Gardens. He argued that connecting High Desert Rd and Rana Rd would increase traffic and pollution for the surrounding area.

Chris Hines expressed his concerns with the use of the City-owned open space to calculate density. He commented that the topography on these parcels is largely undevelopable and the City gained nothing through the land exchange.

Ralph Wahlers expressed concerns with the 40-foot building height possibility. He commented that dead-end streets have lower crime rates due to their limited access and circulation. He echoed the previous comments on the mismatch of proposed development types and drainage on Rana Rd.

Dee Wernette commented on the bottleneck of traffic at the intersection of Ridges Blvd and Broadway and that it would be exacerbated by connection of Rana Rd. He wondered about the precedent being set for future density of similar areas.

Tyler Urnquist echoed the previous comments on crime statistics, lack of pedestrian infrastructure, increased noise, the City-owned open space being used in density calculations, and erosion on Rana Rd. He added that small parks/open spaces often go unused by the surrounding property owners. He suggested no high-density housing, no multifamily units, and no attached units.

Leanne Mumpy commented on the wildlife and suggested wildlife corridors.

Bill Gulley noted that he likes his yard and outdoor recreation. He agreed with the suggestion of cul-de-sacs. He echoed concerns about stormwater runoff and suggested an engineering firm be hired to evaluate underground detention.

Susan Bierman commented on the limited parking availability on Rockwood Ln. She noted there was no public or guest parking shown in Mr. Preisendorf's presentation.

Brendon Shuey agreed with the previous comments on setbacks, building height, grading, density along property edges, and character of outdoor spaces. He proposed increased setbacks, stronger buffering, or density stepdown.

Dana Nkana commented that he moved to the area because it was quiet and had a low volume of traffic.

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The public comment period was closed at 8:25 p.m. on February 10, 2026.

Mike Stubbs stated that many of the issues brought up in the public's comments would be addressed at time of subdivision.

Jamie Beard noted that the amended plat for The Ridges Filing 6 showed a proposed density for the subject parcels as 4 dwelling units per acre and that she was not aware of any amendments to allow 120 units to be constructed as Mr. Stubbs had indicated previously. She elaborated that the 2 lots that are now "Camelback Gardens" were never designated as multifamily or high-density developments on any previous plat.

The Commissioners asked Jamie about the approved density of the previous PD and the use of the City-owned open space to meet the open space requirements for clustering and other deviations from bulk standards.

Commissioner Quintero asked Kathryn Phillips if a Traffic Impact Study (TIS) had been done to evaluate the impact on Rana Rd. He asked what happens if a TIS shows a traffic impact beyond what the existing and proposed infrastructure could accommodate.

Chair Weckerly asked Kathryn Phillips if the City would require the developer to construct a connection between High Desert Rd and Rana Rd. She asked if clustering had an impact on the allowed density.

Commissioner Moore asked about the standards for using open space to calculate density and if using the City-owned open space was unusual.

Commissioner Palmer asked about the differences between the RL-4 and RL-5 zone districts.

Commissioner Abeloe asked if this request would have been approved under the previous PD. He asked what the maximum allowed unit count would be at the RL-4 density when including the City-owned open space.

Commissioner Zyvan asked for clarification on the conditional approval stated in the staff report. He also asked for clarification on what City Council had already approved for this ODP.

Commissioner Thomas asked about sidewalk requirements.

The public hearing was closed at 8:59 p.m. on February 10, 2026.

Discussion

There were comments from the Commission regarding infill development, concerns over traffic accidents, the TEDS exception for sidewalks, interconnectivity and pedestrian infrastructure, City Council approving the use of City-owned open space, building heights, and the specific design and density outlined in the ODP.

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Commissioner Moore clarified for the record that the public comments and staff recommendations would be re-reviewed before this item was brought to City Council.

Motion and Vote
Commissioner Quintero made the following motion "Madam Chair, on the Planned Development (PD) Outline Development Plan (ODP) for the proposed Camelback Gardens development that will rezone a property from PD to PD and establish an overall PD ODP for the entire property for the property located at 381 and 409 High Desert Road, City file number PLD-2023-121, I move that the Planning Commission forward a recommendation of approval to City Council with the Findings of Fact and imposition of an expiration date on the ODP of December 31, 2043, as listed in the staff report."
Commissioner Abeloe seconded; motion passed 6-1.

5. Zoning Code Amendment – Significant Trees ZCA-2026-51
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Significant Trees.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

6. Zoning Code Amendment – Certified Irrigation Designers ZCA-2026-50
Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Certified Irrigation Designer.

The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.
The vote to adjourn was 7-0.

The meeting adjourned at 9:25 p.m.

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING RIGHT-OF-WAY DEDICATION, ACCEPTABLE PLANT MATERIAL, AND STREET FRONTAGE LANDSCAPE

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Staff has identified items that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

The following sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language <u>underlined</u>):

21.05.020 REQUIRED IMPROVEMENTS

...

(c) Public Improvements Required.

(1) Types of Improvements and Dedications.

...

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(iv) ROW Dedication. ~~A developer~~

(A) The owner of any land proposed for development shall dedicate to the City all rights-of-way and easements needed to serve the project, consistent with adopted standards (Title 29) of the GJMC. Such dedications shall be at no cost to the City and shall not be eligible for impact fee credit(s).

(B) If ~~a developer~~ the owner dedicates road or street right-of-way beyond what is needed to serve the project, or if the ~~developer~~ owner dedicates the right-of-way or easement for an Active Transportation Corridor (as described in § 31.08.130 and as shown in § 31.08.150, Appendix A, Figure 2), the ~~developer~~ owner shall receive credit ~~at fair market value~~ for ~~such~~ that portion of the total dedication exceeding the requirements of 21.05.020(c)(1)(iv)(A) according to the following process:

a. Determination of Fair Market Value.

1. The Director shall submit an offer equal to the Mesa County Assessor value of the land to be dedicated. This represents the City's proposed Fair Market Value.

2. The owner may accept the offer or submit a written objection with counteroffer. This represents the owner's proposed Fair Market Value.

3. The Director may accept the counteroffer or obtain an appraisal of the land to be dedicated. Upon receipt of such appraisal, the Director, at his/her discretion, may then offer the City's appraised amount, the counteroffer amount, the Assessor value, or make any offer between the highest and lowest amounts.

4. If the owner does not accept the City's offer, the Director shall cause a public hearing to be held before the City Council, and the City Council shall determine whether the Mesa County Assessor value, the owner's counteroffer, or the appraised value is the Fair Market Value, which shall constitute the City's final offer for dedication.

b. Credit for Fair Market Value of ROW Dedication.

1. The City shall credit the Fair Market Value of the dedication against the project's Transportation Impact Fee.

2. If the value of such dedication exceeds the project's Transportation Impact Fee, the owner shall receive the difference in cash. ~~The credit shall not exceed the total Transportation Impact Fee for the project. If a dedication or a determination regarding a fee credit is claimed to exceed constitutional standards, the owner shall inform the City Attorney who, if he/she agrees, shall make a recommendation to the City Council to evaluation whether to pay or not additional value of such dedication or to waive all or part of such required dedication. .If a developer donates road or street right-of-way beyond what is needed to serve the project, or if the developer donates the right-of-way or easement for an Active Transportation Corridor (as described in § 31.08.130 and as shown in § 31.08.150, Appendix A, Figure 2), the developer shall neither claim, nor receive credit for such donation against the project's Transportation Impact Fee.~~

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...

21.07.030 GENERAL LANDSCAPE STANDARDS.

...

(c) Acceptable Plant Material.

(1) Suitable Plant List.

...

(iv) A minimum 90% of the proposed shrubs and ground cover shall be identified as ~~xeric, xeric-low, xeric-medium, or low water~~ having very low, very low-low, low, or low-moderate water needs on the Suitable Plants List.

...

21.07.060 STREET FRONTAGE LANDSCAPE.

(a) For all development, except construction of one or two dwelling units or development within the MU-3 zone district, the owner shall provide and maintain a minimum fourteen-foot-wide street frontage landscape adjacent to the public right-of-way.

...

(2) For a new residential subdivision, the street frontage landscape is only required on the perimeter of the subdivision adjacent to a right-of-way, ~~not along new internal roadways~~ unless that perimeter street is classified as a local street. In such cases, the applicant may choose whether to provide the required perimeter landscaping along that local perimeter street.

INTRODUCED on first reading this 18th day of February 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 4th day of March 2026 and ordered published in pamphlet form.

ATTEST:

_____

Cody Kennedy
President of the City Council

_____

Selestina Sandoval
City Clerk

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