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**CITY COUNCIL AGENDA
WEDNESDAY, APRIL 5, 2017
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order, Pledge of Allegiance, Invocation

Bishop William Ogle, Church of Jesus Christ of Latter-day Saints

(The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future, and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand, or leave the room.)

Appointments

To the Commission on Arts and Culture

Certificate of Appointment

To the Ridges Architectural Control Committee

Proclamations

Proclaiming April 2017 as "Child Abuse Prevention Month" in the City of Grand Junction

Proclaiming April 2017 as "Month of the Young Child" in the City of Grand Junction

Proclaiming April 2017 as "National Autism Awareness Month" in the City of Grand Junction

Proclaiming April 16, 2017 as "Health Care Decisions Day" in the City of Grand Junction

Proclaiming April 9th through 15th as "National Public Safety Telecommunicator Week" in the City of Grand Junction

Presentation

Canvass the April 4, 2017 Municipal Election

Citizen Comments**Council Reports****Consent Agenda****1. Approval of Minutes**

- a. Minutes of the March 1, 2017 City Council Regular Meeting
- b. Summary of the March 13, 2017 City Council Workshop
- c. Minutes of the March 15, 2017 Special (Executive Session) Meeting
- d. Minutes of the March 15, 2017 City Council Regular Meeting

2. Set Public Hearing

- a. Legislative
 - i. Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Nonconforming Signage and Set a Hearing for April 19, 2017.

3. Contract

- a. Purchase Two (2) Single Axle 4x2 Hook Lift Trucks with a 5-yard Dump Body, V Box Spreader, and Snow Removal Equipment.

4. Resolutions

- a. Resolution Authorizing a Telecommunication Facility at Saccomanno Park, H and 26 1/2 Roads.

Regular Agenda

If any item is removed from the Consent Agenda, it will be heard here

5. Public Hearing

- a. Quasi-judicial
 - i. Resolution Amending the Comprehensive Plan Future Land Use Map from Residential Medium (4-8 du/ac) to Village Center, Located 521 28 3/4 Road and an Ordinance Approving a Rezone to PD (Planned Development) and an Outline Development Plan for the Mind Springs Health Campus, Located at 515, 521 28 3/4 Road and 2862 North Avenue.
 - ii. Ordinance Rezoning the Lusby Apartment Complex, Located at 1321 Kennedy Avenue.
- b. Legislative
 - i. Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Group Living.

6. Non-Scheduled Citizens & Visitors

7. Other Business

8. Adjournment



Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

To the Commission on Arts and Culture

RECOMMENDATION:

Appoint applicants recommended by the interview committee.

EXECUTIVE SUMMARY:

The interview committee interviewed six applicants on March 30, 2017 and will put forward their recommendation.

BACKGROUND OR DETAILED INFORMATION:

There are six vacancies on the Commission on Arts and Culture.

FISCAL IMPACT:

Not applicable.

SUGGESTED MOTION:

I move to appoint the applicants recommended by the interview committee to the Commission on Arts and Culture.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

To the Ridges Architectural Control Committee

RECOMMENDATION:

Present Certificate

EXECUTIVE SUMMARY:

City Council to present certificate of appointment to newly appointed Garrett Syphers.

BACKGROUND OR DETAILED INFORMATION:

Garrett Syphers was appointed to the Ridges Architectural Control Committee on March 15, 2017.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

Proclaiming April 2017 as "Child Abuse Prevention Month" in the City of Grand Junction

RECOMMENDATION:

Read and Present Proclamation

EXECUTIVE SUMMARY:

Annual request to recognize Child Abuse Prevention Month

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. Proclamation Child Abuse

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and

WHEREAS, child abuse and neglect not only directly harms children, but also increases the likelihood of criminal behavior, and drug and alcohol abuse; and

WHEREAS, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April, 2017 as

"CHILD ABUSE PREVENTION MONTH"

in the City of Grand Junction and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of April, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

Proclaiming April 2017 as "Month of the Young Child" in the City of Grand Junction

RECOMMENDATION:

Read and Present Proclamation

EXECUTIVE SUMMARY:

Annual request to recognize the organizations working to improve early learning opportunities.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. Proclamation - Month of the Young Child

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, the Partnership for Children and Families along with other local organizations in conjunction with the National Association for the Education of Young Children, are celebrating April as the Month of the Young Child; and

WHEREAS, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children and to building better futures for everyone in this Community; and

WHEREAS, all young children and their families across the country, state, in Mesa County, and the City of Grand Junction deserve access to high-quality early education and care; and

WHEREAS, in recognizing and supporting the people, programs and policies that are committed to high-quality early childhood education as the right choice for children.

NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of April, 2017 as

“MONTH OF THE YOUNG CHILD”

in the City of Grand Junction and urge all citizens to recognize and support the needs of young children in our community and work toward high-quality early childhood education for all children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of April, 2017.



Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

Proclaiming April 2017 as "National Autism Awareness Month" in the City of Grand Junction

RECOMMENDATION:

Read and Present Proclamation

EXECUTIVE SUMMARY:

Annual request to recognize Audyssey (STRiVE's Autism Program)

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. National Autism Awareness Month

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, autism is a pervasive developmental disorder affecting the social, communication, and behavioral skills of those affected by it; and

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally; and

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives; and

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present; and

WHEREAS, Audyssey (STRiVE's autism program) is spearheading an awareness effort in order to educate parents, professionals, and the general public about autism and its effects.

NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April 2017 as

“National Autism Awareness Month”

in the City of Grand Junction and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism, and create a better community for individuals with autism.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of April, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

Proclaiming April 16, 2017 as "Health Care Decisions Day" in the City of Grand Junction

RECOMMENDATION:

Read and Present Proclamation

EXECUTIVE SUMMARY:

Annual request to recognize National Health Care Decisions Day

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. Proclamation - National Health Care Decisions Day

Grand Junction

State of Colorado

PROCLAMATION

- WHEREAS,** *Advance Care Planning is the act of making decisions about the medical care you want to receive if you become unable to speak for yourself. These decisions are based on personal values, preferences, and discussions with loved ones; and*
- WHEREAS,** *heightening awareness in the 18-30 year old age group around the need for young people to create advance medical directives is critical; and*
- WHEREAS,** *it is estimated that only about 20 percent of people in Colorado have executed an advance directive. Moreover, it is estimated that less than 50 percent of severely or terminally ill patients have an advance directive; and*
- WHEREAS,** *it is likely that a significant reason for these low percentages is that there is both a lack of knowledge and considerable confusion in the public about advance directives; and*
- WHEREAS,** *one of the principal goals of National Health Care Decisions Day is to encourage medical professionals and others who are knowledgeable to volunteer their time and efforts to improve public knowledge and increase the number of Mesa County citizens with advance directives; and*
- WHEREAS,** *communicating end-of-life wishes involves introducing the conversation, exploring personal beliefs and choices, and defining and documenting these wishes; and*
- WHEREAS,** *the Advance Care Planning Task Force and other organizations throughout Mesa County, Colorado, endorse this event, and are committed to educating the public about the importance of discussing health care choices and executing advance directives.*

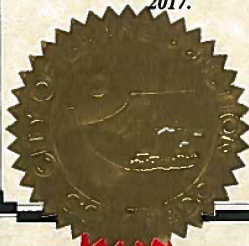
NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April 16, 2017 as

“National Health Care Decisions Day”

in Mesa County, and encourage citizens to create medical advance care directives that align with each individual’s personal beliefs and preferences, and which will guide the individual’s medical professionals during a time of medical need. To assist in raising awareness, the Mesa County Advance Care Planning Task Force is sponsoring three events: a conversation project – on Monday, April 17th at Community Hospital at 6 p.m.; a panel discussion on April 18th at the Mesa County Public Library at 6:30 p.m.; and half day seminar on Thursday, April 20th at St. Mary’s Hospital from 8a.m - 2 p.m.

IN WITNESS WHEREOF, I hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of April, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: City Council

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

Proclaiming April 9th through 15th as "National Public Safety Telecommunicator Week" in the City of Grand Junction

RECOMMENDATION:

Read and Present Proclamation

EXECUTIVE SUMMARY:

Request to recognize National Public Safety Telecommunicator Week

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. Proclamation National Public Safety Telecommunicator Week

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, The Grand Junction Regional Communication Center provides 9-1-1 service to all of Mesa County. The 50 employees serve over 150,000 residents and 2 million visitors annually. They also provide dispatch services to 23 public safety agencies within Mesa County; and

WHEREAS, 9-1-1 is nationally recognized as the number to call in an emergency to receive immediate help from police, fire, emergency medical services or other appropriate emergency response entities; and

WHEREAS, 9-1-1 was designated by Congress as the national emergency call number under the Wireless Communications and Public Safety Act of 1999 (Public Law 106-91); and

WHEREAS, a growing segment of the population, including the deaf, hard of hearing, deaf-blind, and individuals with speech disabilities increasingly communicate with non-traditional text, video and instant messaging communications services and anticipate that these services will be able to connect directly to 9-1-1; and

WHEREAS, public safety communications professionals work under challenging and stressful circumstances; and

WHEREAS, public safety communications professionals are the first, first responders, providing critical support to the Nation's law enforcement, fire and rescue personnel.

Now, therefore, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the week of April 9 through April 15, 2017 as

“National Public Safety Telecommunicator Week”

in the City of Grand Junction and call upon all citizens to help recognize and support the goals and ideals of National Public Safety Telecommunicators Week; honor and recognize the importance and contributions of the Nation's public safety communications professionals; and encourage the people of the United States and our community to remember the value of the work performed by public safety communications professionals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of April, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: April 5, 2017

Presented By: Stephanie Tuin, City Clerk

Department: Admin - City Clerk

Submitted By: Stephanie Tuin, City Clerk

Information

SUBJECT:

Canvass the April 4, 2017 Municipal Election

RECOMMENDATION:

It is recommended that the Canvassing Board accept the 2017 Municipal Election results as presented.

EXECUTIVE SUMMARY:

By City Charter (Section 25) provides that "that the council shall meet as a canvassing board and duly canvass the election returns within two days after any municipal election." The City Clerk therefore brings forward the election returns to the canvassing board for review and acceptance.

BACKGROUND OR DETAILED INFORMATION:

Mesa County Elections receives, checks in, and tabulates the ballots for the Municipal Election. After the election has closed at 7:00 p.m. on Election Day, the Elections Division begins to provide the City Clerk with the returns. When all accepted ballots have been counted, the City Clerk receives the "Unofficial Results". The following day, the City Clerk reviews the results and brings them to the canvassing board.

Besides designating the City Council as the canvassing board, the City Charter also provides that "Whenever any member of the council is a candidate for re-election, the council shall appoint some justice of the peace or notary public of said city to take the place of said candidate upon said canvassing board as a member thereof." The City Clerk will bring four notary publics to the canvassing meeting on April 5, 2017, and ask

that the City Council accept them to replace said candidates on the dais. If accepted, the four notaries will sit in for candidates Phyllis Norris, Marty Chazen, Rick Taggart, and Duncan McArthur. Once the returns have been reviewed, accepted, and the Certificate of Election has been signed by the full canvassing board, the Council candidates will return to their seats.

FISCAL IMPACT:

Not applicable.

SUGGESTED MOTION:

I move to (accept/not accept) the Election Returns as presented and authorize the canvassing board to sign the Certificate of Election as presented by the City Clerk.

Attachments

1. Draft Certificate of Election

CITY OF GRAND JUNCTION, COLORADO

CERTIFICATE OF ELECTION

APRIL 4, 2017

I, Stephanie Tuin, City Clerk of the City of Grand Junction, Colorado, do hereby certify that the results of the Regular Municipal Election held in the City on Tuesday, April 4, 2017, were as follows:

Total Ballots Cast in District A

Total Ballots Cast in District B

Total Ballots Cast in District C

Total Ballots Cast in District D

Total Ballots Cast in District E

TOTAL BALLOTS CAST

FOR COUNCILPERSON – DISTRICT "A" – FOUR-YEAR TERM

Candidate	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
Jesse Daniels						
Phyllis Norris						

FOR COUNCILPERSON – DISTRICT "D" – FOUR-YEAR TERM

Candidate	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
Martin Chazen						
C.E. Duke Wortmann						

FOR COUNCILPERSON – DISTRICT "E" – FOUR-YEAR TERM

Candidate	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
Duncan McArthur						

FOR COUNCILPERSON – "CITY AT LARGE" – FOUR-YEAR TERM

Candidates	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
C. Lincoln Pierce						
Rick Taggart						

CITY OF GRAND JUNCTION REFERRED MEASURE 2A

AUTHORIZING THE CITY TO RAISE SALES AND USE TAXES BY ONE-QUARTER PERCENT AND TO INCUR ADDITIONAL DEBT FOR THE ECONOMIC DEVELOPMENT PROJECT OF CONSTRUCTION AND OPERATION OF AN EVENT CENTER AND MAKING IMPROVEMENTS TO TWO RIVERS CONVENTION CENTER

SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED \$2,300,000 IN 2017, BEGINNING JULY 1 AND \$4,600,000 IN 2018 (THE FIRST FULL FISCAL YEAR) AND ANNUALLY THEREAFTER UNTIL DECEMBER 31, 2047, BY SUCH ADDITIONAL AMOUNT AS IS GENERATED BY INCREASING THE CITY'S SALES AND USE TAX RATE FROM 2.75% TO 3.00% FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING AND OPERATING AN EVENT CENTER AND MAKING IMPROVEMENTS TO THE TWO RIVERS CONVENTION CENTER AND SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$65,000,000, WITH A REPAYMENT COST OF \$134,000,000 AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED 5%, TO PROVIDE FINANCING FOR CONSTRUCTION OF THE EVENT CENTER AND FOR MAKING IMPROVEMENTS TO THE TWO RIVERS CONVENTION CENTER AND PAYING COSTS THEREOF, INCLUDING DEBT AND OTHER OPERATING EXPENSES AND RESERVES, WITH THE DEBT BEING PAYABLE FROM THE TAX INCREASE AND OTHER SALES AND USE TAX REVENUES OF THE CITY, PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT,

INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD BEING DETERMINED BY THE CITY AS NECESSARY AND PRUDENT WITH THE CITY BEING AUTHORIZED TO IMPOSE, COLLECT, RETAIN AND SPEND SUCH REVENUES AND ANY INVESTMENT EARNINGS AND INTEREST ON SUCH REVENUES, AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
YES/FOR						
NO/AGAINST						

CITY OF GRAND JUNCTION REFERRED MEASURE 2B

AUTHORIZING THE CITY TO RETAIN AND SPEND THE FUNDS IN THE RIVERSIDE PARKWAY DEBT RETIREMENT FUND (ALREADY RECEIVED AND TO BE RECEIVED UNTIL 2022) FOR ROAD CONSTRUCTION, ROAD REPAIR, AND ROAD IMPROVEMENTS INCLUDING BUT NOT LIMITED TO THE RIVERSIDE PARKWAY

WITHOUT ANY INCREASE IN TAXES OR DEBT SHALL THE CITY OF GRAND JUNCTION, COLORADO BE AUTHORIZED TO RETAIN AND SPEND ALL REVENUES, INCLUDING BUT NOT LIMITED TO THE REVENUES DEPOSITED IN THE RIVERSIDE PARKWAY DEBT RETIREMENT FUND AUTHORIZED BY THE VOTERS AS AN APPROVED REVENUE CHANGE IN 2007, NOTWITHSTANDING THE REVENUE LIMITS UNDER ARTICLE X, SECTION 20 (ALSO KNOWN AS THE TABOR AMENDMENT) OF THE COLORADO CONSTITUTION TO PAY ANY PORTION OR ALL OF THE COSTS OF CONSTRUCTION, REPAIR AND/OR REPLACEMENT OF ANY STREET, SIDEWALK OR HIGHWAY TRANSPORTATION IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO REPAIR, RESURFACING AND NECESSARY RECONSTRUCTION OF THE RIVERSIDE PARKWAY AND/OR THE DESIGN, PURCHASE OF RIGHTS OF WAY AND/OR EASEMENTS FOR TRANSPORTATION IMPROVEMENTS IN THE CITY FOR EXISTING STREET(S), SIDEWALK(S) OR HIGHWAY(S) INFRASTRUCTURE UNTIL DECEMBER 31, 2022 AFTER WHICH TIME THE REVENUE LIMITS OF TABOR SHALL AGAIN APPLY TO THE CITY?

	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
YES/FOR						
NO/AGAINST						

We, the undersigned Canvassing Board, have reviewed the results of the Regular Municipal Election held April 4, 2017, and do hereby conclude:

That _____ has been duly elected as Councilperson for District "A" by the greater number of votes.

That _____ has been duly elected as Councilperson for District "D" by the greater number of votes.

That _____ has been duly elected as Councilperson for District "E" by the greater number of votes.

That _____ has been duly elected as Councilperson for "City at Large" by the greater number of votes.

Further we, the undersigned Canvassing Board, do hereby conclude that for the City of Grand Junction Referred Measure 2A, _____ by the greater number of votes; and that for the City of Grand Junction Referred Measure 2B _____ by the greater number of votes.

Certified this 5th day of April, 2017.

Stephanie Tuin, MMC
City Clerk

Signed this 5th day of April, 2017.

Barbara Traylor Smith
Councilmember, District B

Bennett Boeschstein
Councilmember, District C

Chris Kennedy
Councilmember, At Large

Joanna Adams
Notary Public

Janet Harrell
Notary Public

Debra M. Kemp
Notary Public

Juanita Peterson
Notary Public

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING
MARCH 1, 2017**

The City Council of the City of Grand Junction convened into regular session on the 1st day of March, 2017 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Rick Taggart, Barbara Traylor Smith, Martin Chazen, and Council President Phyllis Norris. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember Traylor Smith led the Pledge of Allegiance which was followed by an Invocation by Derek Dean, Church Representative, Church of Jesus Christ of Latter-day Saints.

Appointments

Councilmember Boeschstein moved to ratify appointments to the Riverview Technology Corporation for the following members and terms as requested:

- Katie Worrall, President, term expires February 2019
- Mike Burke, Vice President, term expires February 2019
- Steve Hovland, Secretary/Treasurer, term expires February 2019
- Tim Hatten, Member, term expires February 2019
- Craig Little, Member, term expires February 2018
- Pat Tucker, Member, term expires February 2018* (*member request)
- Derek Wagner, Member, term expires February 2018
- Will Hays, Member, term expires February 2019

Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Certificates of Appointment

To the Forestry Board

Councilmember Boeschstein presented Justin Drissel and Alternate Josh Umberger with their certificates of appointment and Kamie Long with her certificate of re-appointment to the Forestry Board for three year terms expiring December 2019.

To the Historic Preservation Board

Councilmember Boeschstein presented Ron Parron with his certificate of appointment to the Historic Preservation Board for a four year term expiring December 2020.

Citizen Comments

Bruce Lohmiller, 3032 North 15th Street, #208, stated as part of the relief efforts in Mississippi, the American Red Cross served over 250,000 meals and the Unitarian Church sent stuffed animals. He mentioned night patrols and Whitman Park.

Council Reports

Councilmembers Kennedy, Traylor Smith, Taggart, Chazen, and Boeschstein had no comments.

Councilmember McArthur said on February 22nd he attended the Orchard Mesa Pool Board meeting and while in Denver on February 23rd and 24th he participated in the Grand Junction Area Chamber of Commerce's (GJACC) annual trip to the State Capitol and discussed a number of issues with State Legislators.

Council President Norris said she went to the Colorado Advanced Manufacturing Alliance (CAMA) Summit and the Colorado Oil and Gas Association (COGA) meeting.

Consent Agenda

Councilmember Chazen moved to adopt the Consent Agenda items #1 through #5. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

1. Approval of Minutes

- a. Minutes of the February 1, 2017 Regular Meeting
- b. Summary of the February 8, 2017 Workshop
- c. Summary of the February 13, 2017 Workshop
- d. Minutes of the February 15, 2017 Executive Session

2. Set Public Hearings

- a. Quasi-judicial

- i. Ordinance Amending the Commons Planned Development by Approving an Outline Development Plan with Default Zones of R-8 (Residential 8 Units/Acre), R-12 (Residential 12 Units/Acre) and MXOC (Mixed Use Opportunity Corridor) (March 15, 2017)
- ii. Ordinance Zoning Properties at 1313 and 1321 Wellington Avenue (Hilltop Bacon Center) to RO (Residential Office) (March 15, 2017)

3. Contract

- a. Contract for the 2017 Sewer Line Replacements Phase A

4. Resolutions

- a. Resolution No. 16-17 – A Resolution to Appoint a Hearing Officer for Liquor and Beer Licensing and Resolution No. 17-17 – A Resolution to Appoint an Alternate Hearing Officer for Liquor and Beer Licensing

5. Other Action Item

- a. Request for Fireworks Displays at Suplizio Field

Regular Agenda

Public Hearing – Ordinance No. 4738 – Amending the Grand Valley Circulation Plan

The proposed ordinance would amend the Grand Valley Circulation Plan, reclassifying a one-mile segment of 23 ½ Road, between F ½ Road and I-70, from a Principal Arterial to a Minor Arterial with a modified section. The proposed change would reduce the required right-of-way width from 110' to 80', with a proposed three-lane section with detached walks. The most recent Travel Demand Model (TDM) shows capacity as a Minor Arterial is sufficient to maintain acceptable Levels of Service (LOS) through the year 2040 planning horizon.

The public hearing was opened at 7:15 p.m.

David Thornton, Principal Planner, and Paul Jagim, Transportation Engineer, presented this item. Mr. Thornton referred to the State Statutes that authorize the City to regulate the transportation system. The area streets being considered are in fair condition, and he described the surrounding uses and zoning. The Grand Valley Circulation Plan bisects the property with proposed major roadways, including the (future) F ½ Road Parkway and 23 ½ Road (extending north to I-70) as Principal Arterial roads, and major

collectors at ¼ mile intervals. OneWest Partnership, the applicant, approached the City about redesignating the classification of the roadway.

Mr. Jagim then provided the background on the current version of the Grand Valley Circulation Plan (GVCP) and the need for revision. He said Ordinance No. 4738 assumes the 24 Road interstate interchange will stay as it is and 24 Road would be expanded to five lanes in the future; incorporating both would make the area traffic plan sufficient through 2040. Mr. Jagim stated interstate access on 23 ½ Road would not be required with the future lane expansion of 24 Road in place. He said the proposed removal of future interstate access from 23 ½ Road would allow it to function as a minor arterial. Mr. Thornton stated Ordinance No. 4738 meets Zoning Code criteria and the goals and policies of the Comprehensive Plan. The Planning Commission recommends approval of Ordinance No. 4738. He stated this proposal meets more than the required Comprehensive Plan criteria. He noted the applicant's representative was in attendance and could answer questions.

Councilmember Kennedy asked if changing 23 ½ Road to a minor arterial would increase road damage and the need for more maintenance. Mr. Jagim said as a minor arterial section, 23 ½ Road would have a lower traffic volume and not change the road's lifespan. Councilmember Kennedy asked about new industrial development in the area and if it was creating increased traffic volumes. Mr. Jagim said the road will have the same longevity with less pavement to maintain.

Councilmember Chazen asked if the implied goal is to route truck traffic to the interstate as quickly as possible if 24 Road would be able to handle additional truck traffic. Mr. Jagim said the Metropolitan Planning Organization (MPO) model includes 24 Road not 23 ½ Road for interstate access.

Council President Norris asked if neighborhood meetings had been held to notify the community. Mr. Thornton said notices were sent, but no neighborhood meetings were held. She asked if Community Hospital would continue to have access to 23 ½ Road. Mr. Thornton said yes.

Tom Logue, representing the OneWest Partnership (applicant), said the staff report has been reviewed and OneWest Partnership takes no exception to it. He thanked staff for the presentation and offered to answer any questions on behalf of the applicants.

There were no other public comments or questions.

The public hearing was closed at 7:37 p.m.

Councilmember Kennedy moved to adopt Ordinance No. 4738 – An Ordinance Amending the Grand Valley Circulation Plan, an Element of the Comprehensive Plan, specifically to Revise the Street Classification of 23 ½ Road from a Principal Arterial to a Minor Arterial with a Modified Arterial (aka D Road Section Design) Designation on final

passage and order final publication in pamphlet form. Councilmember Traylor seconded the motion. Motion carried by roll call vote.

Contract – Consideration to Authorize the City Manager to Execute Milestone Two

As part of the Council's Economic Development Plan, communication and technology infrastructure was identified as an essential tool for the development of commerce and industry leading to long-term economic competitiveness for the City of Grand Junction. As a result of a formal procurement process, Council has directed the City Manager to enter into an Exclusive Negotiation Agreement (ENA) with SiFi/Nokia to complete a demand survey and preliminary engineering study to determine the financial viability of a city-wide fiber project that would meet the broadband goals established by City Council. Based on the survey results and the business modeling, this project has been proven viable through Milestone One.

Council President Norris announced that although this is not a public hearing, in this case, Council will take public comments.

Greg Caton, City Manager, presented this item and provided background on this project identifying the members of the development team, the different disciplines represented, and the project's timeline. He stated as a result of a voter override, the City was allowed to use City resources and infrastructure to develop broadband capabilities that could compete with private providers. Council directed staff to explore a variety of options including a public/private-partnership in order to achieve the following goals: ubiquitous service; City ownership; multiple provider network; public/private partnership; and broadband services available to residents for \$50 to \$80 per month and to businesses for approximately \$300 per month. Council then directed staff to complete Milestone One which included an independent market demand survey study created by the Think Agency with input from Council. City Manager Caton reviewed the results of the survey.

City Manager Caton stated this item, Milestone Two, is the next phase for further due diligence and would provide City Council with more information. He listed the elements of Milestone Two: a ratings analysis to finalize the lease agreement; draft final agreements for Council; internet service provider's (ISP) selected, and agreements signed; market strategies prepared for implementation; construction schedule and engineering finalized; and the viability presented to Council. City Manager Caton reviewed the strengths and concerns of the proposal. He said the City has received a letter from SiFi/Nokia stating SiFi/Nokia would offer \$5 million toward a backstop fund if the ISP fails and a shortfall is created.

City Manager Caton introduced Mike Harris, representing SiFi/Nokia. Mr. Harris said he listened to Council's concerns and in an effort of good faith to reassure the City and Council, SiFi/Nokia is offering to put funds in a trust that would equal 12 months of payments.

Councilmember Taggart asked in the next phase, what role does the City have to thoroughly evaluate the ISP's. Councilmember Taggart stated the City needs to be able to review the financial worthiness of the ISP's.

City Manager Caton responded that there appears to be interest amongst Councilmembers to be a part of reviewing the ISP's so that can be pursued. City Attorney Shaver added the City has not defined the specifics of such a review, but it can be a part of the negotiations.

Councilmember Traylor Smith said she has received mixed opinions about the technology needs of the community and where technology is headed. She has concerns about the City moving into an area served by private industry. She noted there is confusion by consumers on the difference between broadband as defined by the FCC and gigabyte service, which is a whole other level of service. Milestone Two may be the next step; it is not a commitment to build the system nor does it mean they are not going to continue to go forward if they don't approve going to Milestone Two.

Councilmember Kennedy said the City made the decision to compete in a technology environment in pursuit of economic development. Specifically to have symmetrical network services where both download and upload speeds meet the needs of the community. He questions the ability of the systems currently in place keeping up with the demand. Many municipalities have realized that in order to compete it is necessary to create an enticing environment that will attract new companies while offering innovative and technological improvements with a ubiquitous fiber network. He said the question is whether to move forward with Milestone Two, with partners who have put together a proposal that responds to what the City asked for. Milestone Two will provide the specifics needed to know whether it is a viable project. Councilmember Kennedy said that although there is risk, it is a comfortable shared risk which by having the City as a partner the cost of the funding is brought down. He felt that to not move forward negates two years of work. He stated none of the wireless solutions can happen without the fiber backbone that is intrinsic for a high speed network.

Councilmember McArthur said he has participated in many discussions with Councilmembers from other cities and others on this issue. He said the City needs to compete in attracting new business but he does not know what the answers are. The new Technology Director for the State Stephanie Copeland has offered to study the proposal for Grand Junction. He is not ready to approve this project as this point. He believes there are other alternatives.

Council President Norris asked if there will be an independent analysis in Milestone Two. City Manager Caton stated the completion of an independent third party analysis would be in Milestone Two.

Councilmember Chazen asked what happens if the independent analysis disagrees with SiFi/Nokia. City Attorney Shaver said it would depend on the reasonableness of the determination of the viability, however, the scope of the third party review has not yet been established. Councilmember Chazen asked for clarity of the phrase, 'ramp up by year five' in the previously mentioned SiFi/Nokia's letter to the City.

City Manager Caton said he believes the intent of the funding referred to in the letter would align with the lease payments required which will not begin until construction is complete.

Ben Bawtree, SiFi/Nokia representative, said that is correct.

Councilmember Chazen asked if the payments will be lower in the beginning years. Mr. Bawtree said yes, there will be zero payments made through the construction phase. He said regardless of the take rate, the payments will be \$1 million in year one, \$2 million in year two, and just less than \$5 million in year three. He said the trust will mirror the City's obligation for year three. That will be done regardless of the take rate.

Councilmember Boeschstein said it is important to get infrastructure in order to compete with other cities. Economic development needs to be encouraged and Councilmember Boeschstein would like to see the City move ahead with Milestone Two.

Councilmember Chazen said he is looking forward to hearing the public comments. He stated the current providers have invested millions into the community and this project has a financial risk at 100% financing with no equity which could lower the City's credit rating. Councilmember Chazen asked if there is a more feasible way to provide a faster internet service.

Council President Norris said Council researched and discussed this item extensively and 77% of the voters agreed to the override. She thanked staff and Jim Finlayson, Information Technology Manager, for providing all Council has requested. She said the community wants a higher speed internet. Council President Norris asked staff if there were any other comments.

City Manager Caton said not at this time.

Council President Norris opened meeting to public comments and instructed each citizen to make their comments within a three-minute timeframe.

Michael Day, 1676 Fowler Drive, Fruita, property owner of 1223 Bonito Avenue, said the infrastructure is already in place and 45% of the people do not have an understanding

of what is their current internet speed. He said technology is moving fast and the City would get nothing for \$70 million. He thanked Council.

James Dickerson, 310 South 12th Street, said the pricing is not in the competitive range and this is a boondoggle for taxpayer money. He recommended a no vote.

Nina Anderson, owner of Express Employment, 1119 North 1st Street, Unit J, said she has filed complaints with both current internet providers, but the citizens should not carry the long term expense for this project because the risk is too high.

Charles Pabst, 3010 Cloverdale Court, said he agrees with Councilmember Chazen's comments. He said some services are fast and some are slow and unless the entire trunk lines across the country are upgraded, there are no guarantees. Mr. Pabst said the City should not compete with current operators but instead work with them.

Ron Arellano, 656 Larkspur Lane, said he has seen changes since 1940 in the City with exponential growth. He stated he looks at this from the cost standpoint and the risk factors are too great with the possibility of lowering the City's credit rating. He hopes this will not pass.

Josh Hudnell, 2657 Sperber Lane, owner of Factory Co-Working Space, said the issue of \$70 million is not on the table tonight. He said his goals are the same as the City's; to have ubiquitous service for the City. He stated that the fiber system needs to be municipally owned, however the City should not be an ISP. Mr. Hudnell stated within three years, it is estimated that 50% of the workforce will be location neutral; a gigabit speed might not be needed today, but it will be needed in the future. He said the City has heard from the incumbent providers and they have not said anything promising. He urged Council to focus on what is really at stake.

Colter Leavitt, representative for a local ISP and Open Optic, said the idea of choice is valuable for data delivery providers. He said fiber technology can transmit large amounts of data. He stated incumbent providers are not bad companies but are not delivering great service, are in fear of losing their monopoly in this area, and are using archaic technology. He said the question is why the incumbents are not working with the City to provide the fastest and best product. He asked what is stopping Charter from providing high speed service now.

Kevin King, 743 Horizon Court, read an October 1st email from Councilmember Kennedy to City Manager Caton regarding the appearance of a conflict of interest. He stated Councilmember Kennedy represents Region 10 and again appears that there is a conflict of interest. Mr. King asked how many Councilmembers own SiFi/Nokia stock. Mr. King cautioned the City to not bring debt to the future generations.

Councilmember Kennedy said he has disclosed his position and has given the Council the opportunity to ask for his recusal. He said his position with Region 10 does not

influence his decisions for the City. Councilmember Kennedy said the reason for the mentioned email was that he was researching for a committee and was interested in the other proposals and why the staff was going with the SiFi/Nokia proposal which has more shared risk. He stated he has nothing to hide and is passionate about moving the City forward.

City Attorney Shaver advised that a written disclosure is on record from Councilmember Kennedy.

Marjorie Haun, 2108 Yosemite Road, thanked Council and said she is self-employed and owns a web-based business. She said she has shopped for the best ISP, does not want government involved, and believes City involvement would interfere with the competitive market. She encouraged Council to vote no.

Bryan Wachs, 2326 Wren Court, Freelance Cooperative of My Sales Butler, said he is not talking about \$70 million, he is talking about moving forward with technology. He said fiber is the backbone of the Google Wireless System. Mr. Wachs urged Council to move forward with this contract and spend the money for a major feasibility study. He thanked Council.

Dennis Simpson, 2306 E. Piazza Place, described the difference between a certificate of participation (COP) and a bond. He said Council should not have the power to put the City into debt. Mr. Simpson urged Council to send this decision to the voters in November.

Brian Bray, 875 26 Road, said momentum for this issue is important and he asked Council not to stop the Milestone process. He said with the growing technology industry a faster wireless system will create jobs for local graduates. He said build it and they will come. Mr. Bray urged Council to take the next step.

Kevin McCarney, 525 Arrow Court, Clifton, said Council does not finance the other systems in the City and it is not the government's business to run a business.

Don Pettygrove, 8 Moselle Court, said technology can change rapidly. He asked Council to vote no and suggested they find a private business for funding.

Lincoln Pierce, 631 Country Lane Court, thanked Council for all they do. He said there needs to be more information on this subject and that is what Milestone Two will do. He urged Council to go forward.

Richard Swingle, 443 Mediterranean Way, said this is a complex subject and provided some of the history. He said there is no incentive for incumbents to upgrade to a fiber system.

That concluded the public comments.

The Council took a break at 9:32 p.m.

The meeting resumed at 9:40 p.m. and Council President Norris asked for Council comments.

Councilmember McArthur said the community needs a faster wireless system but he is not convinced that this is the best way.

Councilmember Boeschstein said Council needs to move forward with Milestone Two and will continue to support this issue. He thanked the consultants and staff.

Councilmember Chazen thanked those who shared their comments and said he would not be supporting this item. He asked for more time to allow an independent group to complete the analysis.

Councilmember Taggart said he has a lot of concerns with the proposal and the lack of the company having any risk. However, they came back with a way to address that. Nor have they objected to an independent analysis. He requested more time for an independent feasibility study to be completed. He is not ready to decide at this time without the independent assessment.

Councilmember Traylor Smith said Milestone Two would produce valuable information for this project. She verified with Mr. Bawtree some of those details. She said there needs to be more discussions on the project and it needs to be in a timely manner.

Councilmember Kennedy asked if Milestone Two will include the details brought up by other Councilmembers and will include the independent analysis. City Manager Caton said one of the challenges is clarifying the exact viability and how to reconcile any difference of opinion between SiFi/Nokia and the City. He agrees that additional information would be gathered from a third party analysis during Milestone Two. They will negotiate what will be included in that third party analysis while working out the terms of the Milestone Two agreement.

Council President Norris said the study produced from Milestone One did not indicate true viability as it did not take into account the existing providers competing. The incumbents' business model does not match the community so she hopes they will realize that. She said the risk is too high and further options need to be explored. She won't support the proposal.

Councilmember Kennedy urged Council to support moving forward with Milestone Two.

Councilmember Boeschstein moved to authorize the City Manager to enter into Milestone Two of the Exclusive Negotiation Agreement with SiFi/Nokia. Councilmember Kennedy seconded the motion.

Councilmember Taggart said he cannot approve the item as written. He asked for an amendment to the motion as stated: "It is understood as a key component of this

decision the two parties agree to the naming of an independent auditor(s) that will analyze and report on the validity/feasibility/viability on this project”.

Councilmember Boeschstein agreed with the amendment to the motion.

Councilmember Kennedy seconded the amended motion.

City Attorney Shaver questioned how viability will be defined as the two parties could have different views on which elements make the project viable.

Councilmembers Chazen and Boeschstein made comments on how those details can be clarified. City Staff concurred noting Council could specify what components they would want the third party to analyze.

Council President Norris called the question on the amendment. Motion to amend the motion failed by roll call vote with Councilmembers McArthur, Traylor Smith, Chazen, and Norris voting NO.

The question on the original motion was then called. Motion failed by roll call vote with Councilmembers Taggart, Traylor Smith, Chazen, McArthur, and Norris voting NO.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Traylor Smith said she would like to authorize staff to schedule a meeting with providers and initiate discussions of possible partnerships. She suggested staff reach out to the community for ideas.

Councilmembers Chazen, Boeschstein, and McArthur said there is a need to move forward quickly with this issue. Councilmembers Chazen, McArthur, and Council President Norris said a Special Council Workshop should be scheduled to discuss this item in detail first.

City Manager Caton said this item can be scheduled on the March 13th Council Workshop.

Council President Norris, Councilmember Taggart, and City Manager Caton said they need to revisit the goals with continued research and discussions. Council President Norris said the Council Workshop is for discussion, bringing new ideas forward, and brainstorming.

Adjournment

With no further business, the meeting adjourned at 10:40 p.m.

Stephanie Tuin, MMC

City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
March 13, 2017 – Noticed Agenda Attached

Meeting Convened: 5:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 6:45 p.m.

City Council Members present: All Councilmembers except McArthur and Traylor Smith

Staff present: Caton, Shaver, Valentine, Finlayson, Hockins, Camper, and Tuin

Also present: Richard Swingle, Kristi Pollard (GJEP), Tim Pollard, Landon Balding, Allison Blevins (DGJBID) Amy Hamilton (Daily Sentinel), Bruce Lohmiller, Michael Day, Jesse Daniels, Abel Chavez (CenturyLink), Steve Reimer, Chris Schumann (News Videographer), and other representatives.

Agenda Topic 1. Broadband Project Discussion

Mayor Norris said the topic is Broadband Project Discussion and City Manager Caton said he is hoping for a discussion on how to move forward, revisit the goals for broadband, and to keep the options open. City Attorney Shaver advised he is in the final stages of closing out the contract with SiFi/Nokia. There was additional discussion on the following:

- Ubiquitous service was key to the solution when the City started this process, has this changed?
- Public/private partnerships/or City owned/private managed?
- Pricing
- What are the goals? These need to be defined before approaching incumbent providers again
- Putting in a base infrastructure sets the playing field for the next 20 plus years
- Where is the fiber currently located in Grand Junction?
- Focus was originally on economic development, is it still?
- Work toward a question(s) for the November ballot, very small window of time that is quickly closing for a November ballot question
- What can the incumbents provide to businesses and/or residential users? Get specific
- Develop a Grand Junction model from the community goals
- Put a committee together, all aspects/different agencies focus on economic development to include GJEP and the Chamber and to include a couple of experts

Agenda Topic 2. Next Workshop Topics

Councilmember Chazen said he and Councilmember McArthur have worked with Judge McInnis and are ready to bring the non-wage related items to Council at a future workshop for discussion.

With no further business the meeting was adjourned.



GRAND JUNCTION CITY COUNCIL
MONDAY, MARCH 13, 2017

PRE-MEETING (DINNER) 5:00 P.M. ADMINISTRATION CONFERENCE ROOM
WORKSHOP, 5:30 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET

To become the most livable community west of the Rockies by 2025

1. Discussion Topics
 - a. Broadband Project Discussion
2. Next Workshop Topics
3. Other Business

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

MARCH 15, 2017

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, March 15, 2017 at 5:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschenstein, Marty Chazen, Chris Kennedy, Rick Taggart, and President of the Council Phyllis Norris. Councilmembers Duncan McArthur and Barbara Traylor Smith were absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, Public Works Director Greg Lanning, Engineering Manager Trent Prall, Parks and Recreation Director Rob Schoeber, Principal Planner Dave Thornton, Deputy Finance Director Jay Valentine, and Kristi Pollard, Executive Director for Grand Junction Economic Partnership (GJEP).

Councilmember Taggart moved to go into Executive Session to Discuss the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal, or Other Property Interest Under Colorado Revised Statutes Section 24-6-402(4)(a) of the Open Meetings Law and will not be returning to open meeting. Councilmember Kennedy seconded the motion. Motion carried.

The City Council convened into Executive Session at 5:01 p.m.

Councilmember Barbara Traylor Smith arrived at 5:04 p.m.

Councilmember Traylor Smith moved to adjourn. Councilmember Chazen seconded. Motion carried.

The meeting adjourned at 6:25 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

MINUTES OF THE REGULAR MEETING

MARCH 15, 2017

The City Council of the City of Grand Junction convened into regular session on the 15th day of March, 2017 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Rick Taggart, Barbara Traylor Smith, Martin Chazen, and Council President Phyllis Norris. Councilmember McArthur was absent. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember Kennedy led the Pledge of Allegiance which was followed by a moment of silence.

Appointment

Councilmember Chazen made a motion to appoint Garrett Syphers to the Ridges Architectural Control Committee for a term that runs continuously. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Proclamations

Proclaiming March 2017 as Developmental Disabilities Awareness Month

Councilmember Traylor Smith read the proclamation. Doug Sorter, Development Vice President with STRiVE was present to receive the proclamation. Mr. Sorter provided some statistics about STRiVE and why he is involved. They recently received a prestigious designation and are the only facility in Colorado with that certification. He told a story about a client. He also thanked and recognized Councilmember Traylor Smith for her participation on the board and announced the web address. He invited everyone to a monthly luncheon they host to learn more about STRiVE.

Proclaiming February 26 through March 4, 2017 as Peace Corps Week Honoring their 56th Anniversary.

Brien Webster, Dan Robinson, and a woman (no name given), all former Peace Corps volunteers, were present to receive the proclamation. They all spoke in the language of the country they served in and thanked the City Council. Councilmember Boeschstein then read the proclamation.

Citizens Comments

Bruce Lohmiller, 3032 North 15th Street, #208, addressed the Council on case work, the group that was present to receive the Peace Corps proclamation, Doctors Without Borders, and the Red Cross. He said he spoke with City Attorney John Shaver and he received a letter from Washington, D.C. and the report conflicted with the Mind Springs report. City Attorney Shaver helped him as did the Police Department. He mentioned sex education classes at the School District, Night Patrols, and Whitman Park.

Council Reports

Councilmember Boeschstein announced that morning he attended a celebration where a historic marker was placed the Schiesswohl Building. Several historical buildings within the City will also receive plaques. The Historic Preservation Board also participated in this celebration and designed the plaques.

Councilmember Chazen said on March 2nd he met with Cub Scout Pack 353 (Webelos) and shared with them a picture of when he was a scout. They discussed City government and the kids had good questions. Downtown Development Authority (DDA) has had a couple of executive sessions and a workshop on March 13th about Broadband. On March 8th, he went to the Western Colorado Latino Chamber of Commerce Business After Hours event and said that is a very big and active group.

Councilmember Kennedy said most of the last couple of weeks he was in many broadband meetings. On March 5th he and his wife Sara went to a fundraising event (Dancing with the Stars) in Montrose for Court Appointed Special Advocates (CASA) where they danced to represent Christ's Kitchen. He issued a challenge to the local non-profit agencies as the event raised \$75,000 and it was a lot of fun. He expressed that the City should continue down the broadband path for the benefit of the community.

Councilmember Traylor Smith said she went to the Community Services Block Grant (CSBG) program's funding meeting. The State has changed funding formulas and now use the funds towards the effort to get kids in the lower economic level to a third-grade reading level. She feels they are really making a difference.

Councilmember Taggart said his two weeks has been filled with negotiations on behalf of the Airport and there are only two remaining legal issues. He is hopeful the Airport Board can make an announcement in next sixty days regarding resolution of those issues.

Council President Norris made comment on broadband that this is only just beginning, the focus now will be on goals, and staff is still working on it. She attended the Forestry Board meeting which has two new members. She, along with the City Manager, hosted

some Palisade High School students to learn about City government because they are going to Washington, D.C.

Consent Agenda

Councilmember Kennedy moved to adopt Consent Agenda items #1 through #3. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Councilmember Kennedy pointed out that part of the Consent Calendar included a resolution to change the meeting start time to 6:00 p.m. starting April 5th.

Consent Agenda

1. Approval of Minutes

- a. Minutes of the February 15, 2017 Regular Meeting
- b. Summary of the February 27, 2017 Workshop
- c. Minutes of the March 1, 2017 Executive Session

2. Set Public Hearing

- a. Legislative
 - i. Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Group Living and Set a Hearing for April 5, 2017
- b. Quasi-judicial
 - i. Ordinance Rezoning the Lusby Apartment Complex, Located at 1321 Kennedy Avenue and Set a Hearing for April 5, 2017
 - ii. Ordinance Approving a Rezone to PD (Planned Development) and an Outline Development Plan for the Mind Springs Health Campus, Located at 515, 521 28 3/4 Road and 2862 North Avenue and Set a Hearing for April 5, 2017

3. Resolutions

- a. Resolution Changing the Start Time for City Council Meetings

Regular Agenda

Public Hearing - Ordinance Zoning Properties at 1313 and 1321 Wellington Avenue (Hilltop Bacon Center)

Hilltop requests approval of a rezone of property, located at 1313 and 1321 Wellington Avenue, from R-8 (Residential-8 du/ac) to RO (Residential Office) zone district for the expansion of the adjacent Bacon Campus.

The two properties currently each have single family homes on them. Hilltop intends to utilize the houses and properties to expand housing and supportive services offered at the Bacon Campus for adults with traumatic brain injuries.

The public hearing was opened at 7:30 p.m.

Kristen Ashbeck, Senior Planner/CDBG Administrator, presented this item. The request is to rezone two properties from R-8 to RO.

The subject properties, located at 1313 and 1321 Wellington Avenue, were recently purchased by Hilltop Health Service Corporation (Hilltop). Hilltop also owns and operates the Bacon Campus located just to the east at 1405 Wellington Avenue and would like to incorporate the two parcels to the west into the campus to be used for additional living facilities. The Bacon Campus provides services for adults with traumatic brain injuries.

A neighborhood meeting regarding the proposed zone change was held on May 2, 2016 with 6 citizens, the applicant, their representatives, and City Project Manager in attendance. Area residents in attendance voiced no objections to the application to rezone the two residential parcels from R-8 to R-O.

The existing Bacon Campus has a zoning of Residential Office (RO) which is the requested zone for the two westerly parcels. The Comprehensive Plan Future Land Use Map for the existing campus designates the property as Residential Medium and the two westerly parcels are designated as Business Park Mixed Use. Both land use categories can be implemented with the RO zone district.

The existing zoning in the area was reviewed. The proposed RO zone is compatible with (1) the Comprehensive Plan Future Land Use Map; (2) the surrounding B-1, PD and RO zoning; and (3) surrounding mix of uses in the area. The Planning Commission recommended approval.

Council President Norris said she was on the Hilltop Board years ago but has not been involved with this project.

Councilmember Boeschstein asked what the height limitations are. Ms. Ashbeck responded 40 feet.

Councilmember Kennedy stated this is a smart use of Hilltop's property and gives his full support.

Council President Norris said this Center provides services not provided anywhere else in the western United States.

There were no public comments.

The public hearing was closed at 7:35 p.m.

Councilmember Kennedy moved to adopt Ordinance No. 4739 - An Ordinance Zoning Properties Located at 1313 and 1321 Wellington Avenue (Hilltop Bacon Center) to RO (Residential Office) on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Public Hearing - Ordinance Amending the Commons Planned Development Located at 625 27 ½ Road

The applicant requests approval of a revised PD (Planned Development) zoning and Outline Development Plan (ODP) to continue development of a mixed use senior living campus with default zones of R-8 (Residential 8 units/acre), R-12 (Residential 12 units/acre) and MXOC (Mixed Use Opportunity Corridor), located at 625 27 ½ Road (address of existing Commons Assisted Living Facility).

A PD zone district was originally established in 2002, primarily for the construction of the assisted living facility and some of the cottage units. Previous plans have expired and this PD zoning ordinance and ODP are an update to be consistent with the current Comprehensive Plan Future Land Use Map as well as allow for continued build-out of The Commons senior living campus.

The public hearing was opened at 7:37 p.m.

Kristen Ashbeck, Senior Planner/CDBG Administrator, presented this item. She described the request, the location, and the site. A neighborhood meeting was held January 25, 2017 where 5 citizens attended. No opposition was expressed.

She then described the surrounding properties, zoning, and land uses. When first developed, The Commons property had a split land use designation on the Future Land Use Map and the approved development plans averaged density over the site to accommodate both the assisted living facility and the cottages. The current Comprehensive Plan Future Land Use Map designates the entire property as Residential Medium High with a density range of 8 to 16 units per acre. In addition, the

Patterson Road corridor is designated as a Mixed Use Opportunity Corridor. A new form-based zone district, MXOC was established in 2014 and permits all types of group living facilities, along with other types of commercial uses. This is consistent with the kinds of development that have occurred along the corridor, including City Market, other expanded group living facilities, large church sites, and the office complex at Village Park at 28 ¼ Road.

The Commons senior living complex was originally zoned Planned Development (PD), primarily for development of an assisted living facility which was constructed in 2002 with 14 attached single family cottages and a senior recreation center. In 2003, that ordinance was amended to add another 20 cottage units. In 2007, the plan was amended again since Hilltop had acquired the property on the northwest corner of 27 ½ and Patterson Roads which was incorporated into the Plan to accommodate additional cottage units to replace the proposed recreation center. To date, the assisted living facility has a license for 185 beds which is considered 46 housing units and 38 of the cottage units have been constructed.

The applicant is requesting a revision to the existing PD zoning ordinance and approval of an Outline Development Plan. The Plan depicts three areas or “pods” of different land use intensity/density.

Pod 1 incorporates the existing assisted living complex and contemplates development of a similar care facility on the western side of the area. An underlying zone district of R-12 is proposed to accommodate this anticipated future development.

Pod 2 encompasses the cottage units, both existing and proposed, with an underlying zoning of R-8.

Pod 3 in the far south end of the site takes advantage of the MXOC that gives the developer flexibility to provide additional housing and/or support facilities, including an office or other services. The requested underlying zone district of MXOC supports this potential range of uses.

She then addressed the requested signage plan in each of the pods. All signs have to be monument style.

The Planning Commission recommended approval of both requests, it is consistent with the Comprehensive Plan, and fills a need for housing for senior living. The proposal also meets the criteria for Planned Development in the Zoning and Development Code.

There were no public comments.

The public hearing was closed at 7:44 p.m.

Councilmember Traylor Smith asked if they are building a four plex or a duplex. Ms. Ashbeck said more of what they currently have which is a series of duplexes.

Councilmember Kennedy moved to adopt Ordinance No. 4740 - An Ordinance Amending Ordinance No. 4019 Zoning the Commons Planned Development to Update the PD (Planned Development) Zoning for an Existing PD (Planned Development) Zone, by Approving an Outline Development Plan with Default Zones of R-8 (Residential 8 Units/Acre), R-12 (Residential 12 Units/Acre) and MXOC (Mixed Use Opportunity Corridor), Located at 625 27 1/2 Road (Address of Existing Assisted Living Facility) on final passage and order final publication in pamphlet form. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Public Hearing - Ordinance Amending Sections of the Zoning and Development Code Regarding Signage

A proposed ordinance addressing both content neutrality and electronic and digital signage was tabled by City Council at their November 16, 2016 meeting with direction for staff to get business input on the proposed changes, specifically to the electronic and digital sign regulations. The staff has been working with the Chamber of Commerce to garner input and is now bringing the electronic sign regulations portion of the ordinance back to City Council.

The public hearing was opened at 7:46 p.m.

David Thornton, Principal Planner, presented this item and provided information regarding the process of the proposed ordinance. The proposal before them focuses on digital and electronic signs. He reviewed the history of the amendments; this portion was split from the content neutrality portion that was adopted on February 1st.

Mr. Thornton highlighted the various elements in the proposal before Council, the highest priority being brightness. The ordinance establishes the maximum brightness which all new digital signs have the technological ability to dim. Older signs have the ability to be dimmed. Interactive signs are also prohibited. Staff did meet with representatives from the sign industry because much of the other regulation was eliminated. They received one call from a citizen that is opposed to all digital signs. The industry supports the proposal before them.

Councilmember Boeschstein said he was glad that it was based on Colorado Department of Transportation (CDOT) regulations. Mr. Thornton said CDOT will continue to regulate and enforce all of their regulations on CDOT rights-of-way. The City will just regulate what is proposed on city businesses, and on non CDOT highways and roadways.

Councilmember Boeschstein asked which City roadways are State highways. Mr. Thornton replied I-70 Business Loop, North Avenue, and Highway 340.

Council President Norris asked if there will be signs out of compliance. Mr. Thornton stated the one on 12th Street is one example; the owner of the sign would be asked to abide by the new brightness standard if the proposed ordinance is approved.

City Manager Caton said it is his understanding that the brightness would be out of compliance, but that is adjustable.

City Attorney Shaver said Council has that authority to regulate all the signs.

General concerns were raised regarding information and digital signs which invite viewers to interact and if it compels someone to do something. There was discussion regarding the brightness of the signs, retrofitting existing signs, regulating the brightness, safety issues, the types of sign this would apply to, and if this is adopted it would become the new standard.

City Attorney Shaver said there are a couple of items that could be changed and wording added to review the regulation on interactive signs for a viewer from the travel way (vehicular traffic). He suggested adding "immediately interact" in the proposal.

Paul Shugar, 2901 North Court, complimented the City Planning Department but said not all signs have photocells built in; some digital signs are imported from overseas for cost savings and do not have the brightness dimmers. However, most signs purchased from professional installers will have the ability to adjust brightness. It is his belief that the signs in question are the cheaper brands that don't have the photocells. He believes brightness of digital signs is a safety issue; he believes there are three in the valley that are a safety issue.

Adam Hoffer, 1421 Windsor Court, commented on the software needed for adjustments on signs and said the signs can be adjusted, but some may need a retrofit kit; however not all are made alike. There are cheaper brands. The kits are readily available, but they are not cheap.

Councilmember Chazen asked on the cheaper older style signs, did Mr. Hoffer know the cost of bringing these signs into compliance. Mr. Hoffer said the range of cost could be from \$500 to \$1500 plus labor.

C.J. Rhyne, Grand Junction Area Chamber of Commerce, asked if the signs can be regulated with software so they won't have to be retrofitted. (The response from the audience was inaudible). He appreciated working with the community and he said that is evident by the few that are in attendance that the community supports the ordinance.

Mark Gamble, Colorado West Outdoor Advertising, assured Council that the brightness standard established by CDOT was done more than two years ago. He attended the meetings then, and the potential for the retrofitting issue was discussed then. He thanked staff and feels that it is a great solution.

Councilmember Chazen said there is nothing in the ordinance that refers to CDOT standards and if, in the future, CDOT changes their requirements, will this ordinance need to be changed? Mr. Thornton said the ordinance will need to be amended if and when standards change. It will then come back before Council.

There were no other public comments.

The public hearing closed at 8:25 p.m.

Councilmember Traylor Smith moved to approve Ordinance No. 4741 - An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Signage on final passage and order final publication in pamphlet form. Councilmember Kennedy asked to include the amended language suggested by the City Attorney on interactive signs. City Attorney Shaver confirmed the intention of the amendment to be that the viewer would not be compelled to react to the sign. Councilmember Traylor Smith agreed with the amendment. Councilmember Kennedy seconded the amended motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:26 p.m.

Stephanie Tuin, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: April 5, 2017

Presented By: David Thornton, Principal Planner

Department: Admin - Community Development

Submitted By: David Thornton, AICP
Principal Planner

Information

SUBJECT:

Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Nonconforming Signage and Set a Hearing for April 19, 2017.

RECOMMENDATION:

Planning Commission forwarded a recommendation of approval (6-1) at their March 28, 2017 meeting.

EXECUTIVE SUMMARY:

This proposed ordinance amends the existing sign code clarify that sign face changes are allowed without a permit for both conforming and non-conforming signs, including converting from static display to digital/electronic display, if no other changes are made to the sign size, height or structure.

BACKGROUND OR DETAILED INFORMATION:

Recent changes to the Sign Code have included content neutrality and digital and electronic signage. As part of those discussions a third area of concern was raised by the outdoor advertising sign industry that relates to nonconforming billboards located within zoning overlay districts.

The Code allows for face changes to conforming signs, including changes from static display to digital/electronic display, without a permit. However, Section 21.06.070(e) of the Code, Nonconforming Signs, is not specific as to whether a face change,

including to digital/electronic, is allowed for nonconforming signs and, past practice has been to not allow it without bring the sign into conformance. While the issues was brought up by the outdoor advertising industry, the interpretation applies to all nonconforming signs.

There are 67 billboards inside the City limits with 31 conforming. Of the 36 nonconforming billboards, many, if not all, have been upgraded structurally over the years and continue to remain as part of the billboard industry's inventory. Eight of the 36 became nonconforming due to a zoning overlay district regulation and 4 others were the result of a property owner requested rezone. The remaining 24 nonconforming billboards are located in areas where zoning was changed during city-wide zoning map update or where the billboard existed prior to annexation.

In addition, the nonconforming section includes a provision specific to billboards on or near the Riverside Parkway, requiring that those that are nonconforming be discontinued and removed by 2012. This provision has never been enforced and staff recommends deletion.

Proposed amendment to the nonconforming section of the sign code is as follows:

Addition:

Sign face changes are allowed without a permit, including converting from static display to digital/electronic display, if no other changes are made to the sign size, height or structure.

Deletion:

Any outdoor advertising sign on or near the Riverside Parkway that becomes nonconforming due to the adoption of this section may continue only in the manner and to the extent that it existed at the time of the adoption of the ordinance codified in this title. The sign must not be re-erected, relocated or replaced unless it is brought into conformance. If a sign is nonconforming, other than because of the adoption of the ordinance codified in this title, then the sign shall be discontinued and removed on or before the expiration of three years from the effective date of the ordinance codified in this title.

It was expressed by the sign industry the above addition and deletion would reconcile their issues with the current limitations on nonconforming billboards.

FISCAL IMPACT:

Not Applicable

SUGGESTED MOTION:

I move to introduce a Proposed Ordinance Amending a Section of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Nonconforming Signage and Set a Hearing for April 19, 2017.

Attachments

1. Planning Commission Staff Report
2. Proposed Ordinance



Date: March 20, 2017
 Author: Dave Thornton
 Title/ Phone Ext: Principal Planner/1450
 Proposed Schedule: Planning Commission –
March. 28, 2017
City Council – April 5, 2017
 2nd Reading: April 19, 2017
 File #: ZCA-2016-384

PLANNING COMMISSION AGENDA ITEM

Subject: Amending the Zoning and Development Code to Amend the Sign Code regarding nonconforming signs
Action Requested/Recommendation: Forward a Recommendation to City Council
Presenter(s) Name & Title: David Thornton, Principal Planner

EXECUTIVE SUMMARY:

This proposed ordinance amends the existing sign code nonconforming section to allow sign face changes to occur for any sign conforming or nonconforming, including making a sign digital or electronic if the size of the sign is not increased. Current language found in the Code does not allow this. The outdoor advertising industry raised the issue, and their ability to bring their nonconforming billboards into the digital age. A digital or electronic sign would still have to comply with any other regulation governing such.

BACKGROUND OR DETAILED INFORMATION:

During the past 6 months, city staff, Planning Commission, City Council, the sign industry and business community have worked together to seek changes to the City’s sign code. Changes have occurred to the Sign Code that include addressing content neutrality and digital and electronic signage. As part of those discussions a third area of concern was raised by the outdoor advertising sign industry that relates to nonconforming billboards located within zoning overlay districts.

Council directed staff to review the upgrade limitations imposed on outdoor advertising/ billboards that are non-conforming due to overlay zone districts. Since that had not been considered by Planning Commission previously, it would be brought back to Planning Commission to consider and make a recommendation on.

After holding meetings with the affected interests the proposed changes to the City’s Sign Code will include allowing face changes to all signage, conforming and nonconforming including upgrading the sign to digital or electronic, be allowed for all

sign types, not just on premise signs. Proposed language to the nonconforming section in the sign code is as follows:

“Face changes to any sign including making the sign digital or electronic that do not increase the size of the sign is allowed. Digital and Electronic signs must comply with regulations governing such.”

It was expressed by the sign industry that this change would reconcile their issues with the current limitations on nonconforming billboards. Currently owners of on premise signs may change the face of their existing signs whether they are conforming or nonconforming without needing a sign permit, however, the outdoor industry may not make a sign face change for billboards without obtaining a permit to change it from a static billboard to a digital/electronic billboard. This regulation prohibits nonconforming billboards from upgrading to a digital/electronic face.

Acceptance of this proposed change stems from the following. The procedure required by the sign industry to change a static sign face of any sign to another static sign face is the same procedure required to change it to a digital/ electronic sign face when the sign structure is not altered to provide for a larger or smaller sign. If the cabinet area between the support structure of the sign is not altered in a way that changes the size of the sign, a permit should not be required for any type of sign. Making these proposed changes will create a much cleaner regulatory environment and interpretation of the Code in addition to keeping the playing field level within the sign industry.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommend approval of the proposed changes to the Sign Code.

SUGGESTED MOTION:

Madam Chairman, on the Sign Code Amendment, ZCA-2016-384, I move that the Planning Commission forward a recommendation of the approval for the Sign Code Amendment with the findings of fact, conclusions, and conditions listed in the staff report.

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 SIGNAGE

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. The City Council has developed an Economic Development Plan and desires that the zoning and development code be reviewed and amended where necessary and possible to facilitate economic development.

Signage is an important part of the economic engine of the community and an important means of communication of political, religious, educational, ideological, recreational, public service, and other messages. The Council also recognizes that the proliferation and disrepair of signs can deter the effectiveness of signs, cause dangerous conflicts with traffic control signs and signals, create safety hazards and contribute to visual pollution to the detriment of the general public.

As a matter of practice the City has allowed sign face changes to existing signs to occur without a sign permit.

The City Council finds that the amendments to the City's sign regulations strike an appropriate and careful balance between protecting First Amendment rights and community aesthetics.

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

Section 21.06.070 *Sign regulation* is amended as follows (additions underlined, deletions struck through):

(e) Nonconforming Signs.

- (1) All signage on site shall be brought into conformance with this code prior to approval of any new sign permit on the property.

(2) Any nonconforming sign that has been damaged in excess of 50 percent of its replacement cost by fire, wind or other cause except vandalism shall not be restored without conformance with the provisions of this regulation.

(3) Sign face changes are allowed without a permit, including converting from static display to digital/electronic display, if no other changes are made to the sign size, height or structure. Digital and Electronic signs must comply with regulations governing such. ~~Any outdoor advertising sign on or near the Riverside Parkway that becomes nonconforming due to the adoption of this section may continue only in the manner and to the extent that it existed at the time of the adoption of the ordinance codified in this title. The sign must not be re-erected, relocated or replaced unless it is brought into conformance. If a sign is nonconforming, other than because of the adoption of the ordinance codified in this title, then the sign shall be discontinued and removed on or before the expiration of three years from the effective date of the ordinance codified in this title.~~

All other parts of Section 21.06.070 shall remain in effect and are not modified by this text amendment.

INTRODUCED on first reading the ____ day of _____, 2017 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2017 and ordered published in pamphlet form.

President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: April 5, 2017

Presented By: Jay Valentine, Deputy Finance Director

Department: Admin - Finance

Submitted By: Jay Valentine, Deputy Finance Director

Information

SUBJECT:

Purchase Two (2) Single Axle 4x2 Hook Lift Trucks with a 5-yard Dump Body, V Box Spreader, and Snow Removal Equipment.

RECOMMENDATION:

Authorize the City Purchasing Division to Purchase two (2) Single Axle 4X2 Hook Lift Truck with a 5-yard Dump Body, V Box and Snow Removal Equipment from for \$264,012.

EXECUTIVE SUMMARY:

This request is for the purchase of a scheduled equipment replacement of two single axle 5 yard dump trucks with snow removal equipment that will be used in the Streets division. The purchase proposed is for hook lift style trucks with a separate dump body, and snow removal equipment which can be interchanged at any point. Other versatile pieces of equipment will be added in the future that can be used with this same truck such as water truck, flat bed, stake bed, or any other needed body options.

The option for CNG fuel was not bid on this particular unit. The design of this type of unit requires the operator to look through the rear window of the truck in order to position the hydraulic hook mechanism on the different bodies being loaded. The City Purchasing and Fleet divisions have bid this style of truck in the past with CNG option as well as fuel tank location options. The fuel tank would need to be placed in a location that prevents the use of the truck's back window. It is for that reason the CNG option was not bid for this particular unit.

BACKGROUND OR DETAILED INFORMATION:

These single axle 5 yard dump trucks with snow removal equipment are part of the resources needed to provide ongoing maintenance in the Streets and Storm Water divisions. This equipment will be used for digging, trenching, patching, placing pipe, snow removal, and other departmental functions. This equipment is a scheduled replacement for the Department and has gone through the equipment replacement committee.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations) and advertised in The Daily Sentinel. Four companies submitted formal bids, all of which were found to be responsive and responsible. All vendors offered a trade-in allowance for the trucks currently in the City's fleet. The following amounts reflect pricing after the trade-in is taken. The trade-in value of offered for the current units is \$58,000 (\$29,000 each), \$18,800 higher than the next most favorable offer.

FIRM	LOCATION	COST
Transwest Truck - Kois	Grand Junction, CO	\$264,012.00
Transwest Truck - OJ Watson	Grand Junction, CO	\$271,028.00
Transwest Truck - Auto Truck	Grand Junction, CO	\$291,434.00
McCandless Truck Center - Kois	Grand Junction, CO	\$294,260.00
McCandless Truck Center - OJ Watson	Grand Junction, CO	\$300,652.00
Grand Junction Peterbilt - Kois	Grand Junction, CO	\$301,360.00
Transwest Truck - Ecor	Grand Junction, CO	\$305,416.00
Grand Junction Peterbilt - OJ Watson	Grand Junction, CO	\$320,976.00
Volvo of Denver/Westfall Odell - Kois	Denver, CO	\$322,602.00
McCandless Truck Center - Steller	Grand Junction, CO	\$324,258.00
Grand Junction Peterbilt - Equipment	Grand Junction, CO	\$342,764.00
Volvo of Denver/Westfall Odell - Henderson and Steller	Denver, CO	\$349,352.00

FISCAL IMPACT:

\$302,986 has been budgeted in the Fleet Replacement Internal Service Fund for this purchase. The difference of \$38,974 will be used to offset fleet accruals.

SUGGESTED MOTION:

I move to authorize the Purchasing Division to enter into a contract with Transwest Truck in the amount of \$264,012 for the purchase of two (2) Single Axle 4x2 Hook Lift Trucks with a 5-yard Dump Body, V Box Spreader and Snow Removal Equipment.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: April 5, 2017

Presented By: Scott Hockins, Purchasing Supervisor, Rob Schoeber, Parks and Recreation Director

Department: Admin - Finance

Submitted By: Scott Hockins, Purchasing Supervisor

Information

SUBJECT:

Resolution Authorizing a Telecommunication Facility at Saccomanno Park, H and 26 1/2 Roads.

RECOMMENDATION:

Staff recommends the City enter into a contract with Verizon Wireless for a cellular facility on the Saccomanno Park property.

EXECUTIVE SUMMARY:

Verizon Wireless has identified City-owned Saccomanno Park as a possible new telecommunications facility to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

BACKGROUND OR DETAILED INFORMATION:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as

a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

The WMP identifies “priority sites” in the community that can provide a location for future wireless facilities in underserved areas. These priority sites must meet general criteria of a minimum size of one acre, have vehicular access to an improved right-of-way, have access to utilities and the property must be outside of the 100-year floodplain. These priority sites were vetted as part of the WMP public process. The Saccomanno Park property that is owned by the City of Grand Junction is identified as one of these “priority sites” with a site-specific recommendation that any facility approved be either a Slick Stick or a 3-legged Pole. As a vetted “priority site”, the proposed facility is allowed under the CSR zoning and does not require a Conditional Use Permit which would be required for a non-vetted non-priority site in the CSR zone district.

Verizon Wireless has identified Saccomanno Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. This City property is located at the southeast corner of H Road and 26 ½ Road within the City limits. Surrounding land uses include a Catholic Church and school to the east, Paradise Hills Residential subdivision to the northeast, and medium to large lot residential to the north, west and south.

Site-specific concealment and structure type identified for this site in the WMP are respected by the design of the proposed tower. The proposed tower is aesthetically pleasing and practical. It is a concealed 3-legged monolith design 65 feet in height concealed as a clock tower that can become an entry feature for the future park design. The proposed height is appropriate for the CSR zone district which has a building height maximum of 65 feet and its design is appropriate for a residential area. The design for the site respects and helps blend the facilities into the surrounding cityscape. Therefore, the Verizon proposal meets the framework and standards of the WMP.

This will become a standard for future tower sites developed on public and private land within the City. Public property provides a stable platform for wireless companies

and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The tower will accommodate co-locations of one to two other carriers' antennas.

The Comprehensive Plan's Future Land Use Map (attached) identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years. This growth which includes a potential small neighborhood center at the H Road and 26 1/2 Road intersection and additional residential land uses in the area will need the services the cellular industry is proposing.

FISCAL IMPACT:

Verizon Wireless will pay the City \$1,000 for an option to lease the property for 12 months with an additional \$1,000 for a 12 month renewal of the option, if such is needed.

If Verizon Wireless builds the proposed tower, the City will receive \$1,100 per month for the first year; will lease amount will increase by 2% annually.

The City also reserves the right to lease additional ground space for other carriers' ground equipment needed to support their co-located antenna(s) on the tower.

SUGGESTED MOTION:

I move to adopt Resolution No. 19-17 - A Resolution Authorizing the City Purchasing Division to Enter into the Option and Land Lease Agreement with Verizon Wireless for the Placement of a Concealed Wireless Telecommunication Tower on the Saccommano Park Property Located at the Corner of H Road and 26 1/2 Road.

Attachments

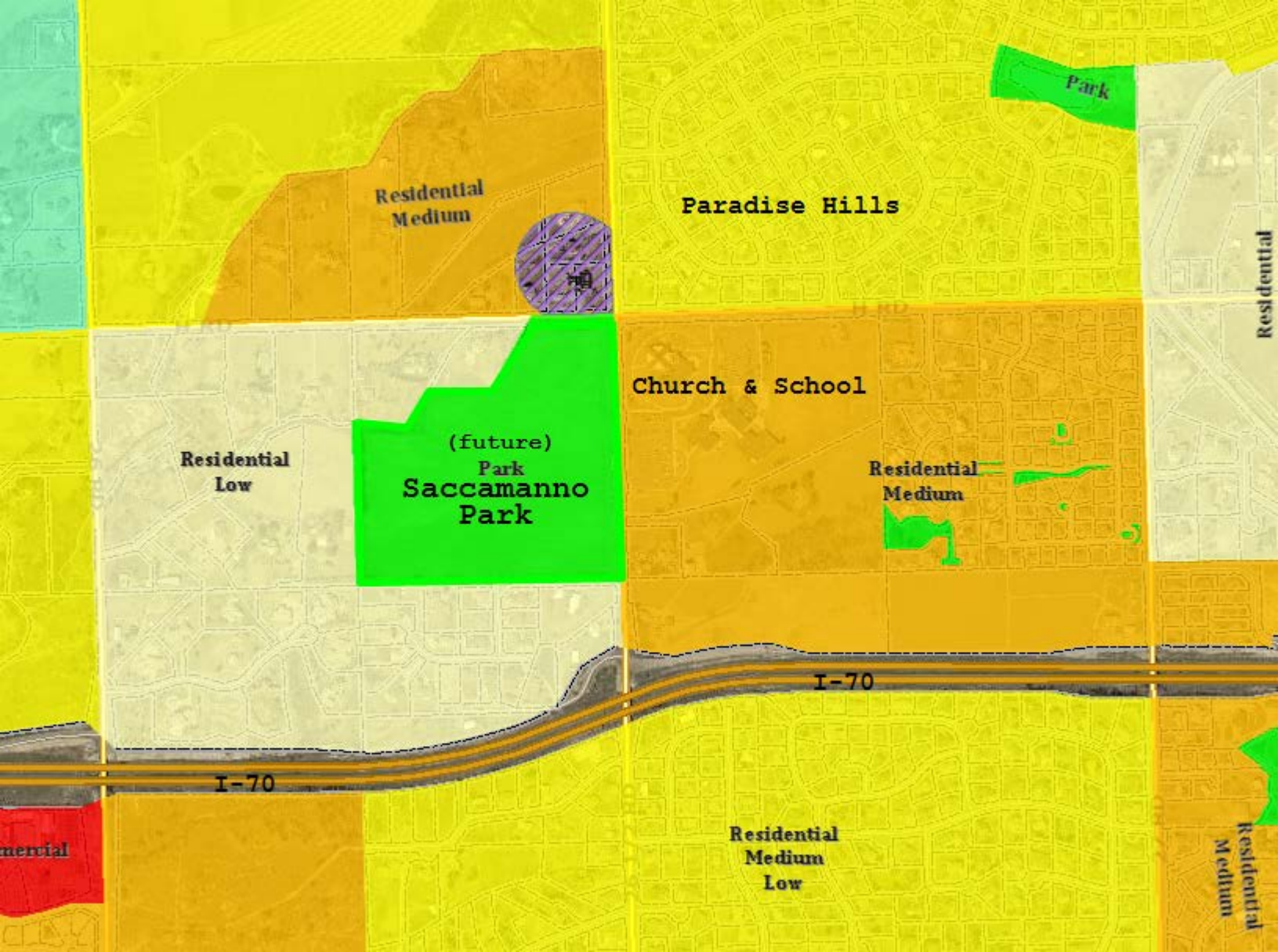
1. Proposed Tower Pictures
2. Future Land Use Map
3. Resolution - Wireless Tower
4. Lease Agreement











Residential
Medium

Paradise Hills

Park

Residential

Church & School

Residential
Low

(future)
Park
Saccamanno
Park

Residential
Medium

I-70

I-70

Residential
Medium
Low

Commercial

Residential
Medium

RESOLUTION NO. _____-17

A RESOLUTION AUTHORIZING THE CITY PURCHASING DIVISION TO ENTER INTO THE OPTION AND LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR THE PLACEMENT OF A CONCEALED WIRELESS TELECOMMUNICATION TOWER ON THE SACCOMMANO PARK PROPERTY LOCATED AT THE CORNER OF H ROAD AND 26 1/2 ROAD

Recitals:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

Verizon Wireless has identified Saccomanno Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. This City property is located at the southeast corner of H Road and 26 ½ Road within the City limits. Surrounding land uses include a Catholic Church and school to the east, Paradise Hills Residential subdivision to the northeast, and medium to large lot residential to the north, west and south.

The site selected by Verizon is a WMP Priority Site. Site-specific concealment and structure type identified for this site in the WMP are respected by the design of the proposed tower. These will help ensure that it blends with the surroundings. Therefore, the Verizon proposal meets the framework and standards of the WMP.

The proposed tower is aesthetically pleasing and practical. It is a concealed 3-legged monolith design 65 feet in height concealed as a clock tower that can become an entry feature for the future park design. The proposed height is appropriate for the zone district and for a residential area. Design standards for the site in the WMP are respected and help camouflage and blend the facilities into the surrounding cityscape.

This will become a standard for future tower sites developed on public and private land within the City. Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The tower will accommodate co-locations of two other carriers' antennas.

The Comprehensive Plan identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years. This growth which includes a potential small neighborhood center at the H Road and 26 1/2 Road intersection and additional residential land uses in the area will need the services the cellular industry is proposing.

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

The City of Grand Junction Purchasing Division is authorized to enter into the Option and Land Lease Agreement with Verizon Wireless for the placement of a concealed wireless telecommunication tower on the Saccommano Park property located at the corner of H Road and 26 1/2 Road (Exhibit A).

PASSED AND APPROVED this ____ day of _____, 2017.

Phyllis Norris
President of the Council

ATTEST:

Stephanie Tuin
City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attn: Eileen Lynch
Re: CO3 Saccommano

(Space above this line for recorder's use)

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

This MEMORANDUM OF LAND LEASE AGREEMENT is made this ____ day of _____, 20____, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR and CommNet Cellular Inc d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LESSOR and LESSEE entered into an Option and Land Lease Agreement (the "Agreement") on _____, 20____ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

2. By the Agreement, LESSOR leased to LESSEE approximately 710 square-feet of land ("Land Space") on real property owned by LESSOR located at the southwest corner of 26 ½ Road and H Road, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 2039, Page 300 and that certain Warranty Deed recorded at Book 2047 Page 618 in the Office of the Mesa County Clerk and Recorder (the "Property"), as legally described in Exhibit A attached hereto and made a part hereof for the installation, operation and maintenance of communications equipment; together with the non-exclusive license for ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot-wide area extending directly from the nearest public right-of-way, 26 ½ Road, to the Land Space ("15-Foot Easement") and a ten (10) foot wide area extending directly from the northern boundary of the Property to the 15-Foot Easement ("10-Foot Easement") and for

the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (such rights-of-way collectively referred to herein as the "Access License"), said Land Space and Access License (hereinafter collectively referred to as the "Premises"), being substantially as described herein in Exhibit B and depicted on Exhibit C attached hereto and made a part hereof.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is

_____.

4. LESSEE has the right of first refusal to purchase the Property during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Blocks on Following Page. Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Grand Junction,
a Colorado home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CommNet Cellular Inc.
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

[Notary Blocks on Following Page]

LESSOR:

STATE OF _____)
) **ACKNOWLEDGEMENT**
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the City of Grand Junction, a Colorado home rule municipality, and s/he, being authorized to do so, executed the foregoing MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT as his/her own act and deed on behalf of the City of Grand Junction.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

LESSEE:

STATE OF _____)
) **ACKNOWLEDGEMENT**
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of., and s/he, being authorized to do so, executed the foregoing MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT as his/her own act and deed on behalf of _____.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

**LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF
MESA, STATE OF COLORADO.**

EXHIBIT B: LEGAL DESCRIPTION OF THE PREMISES

LAND SPACE:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°46'58" EAST, 33.56 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 88°10'33" EAST, 10.00 FEET ALONG SAID LOT LINE; THENCE DEPARTING SAID LINE SOUTH 01°46'58" WEST, 33.55 FEET; THENCE NORTH 88°13'02" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

15-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET; THENCE SOUTH 88°13'02" EAST, 21.75 FEET; THENCE NORTH 46°46'58" EAST, 13.82 FEET; THENCE SOUTH 88°13'02" EAST, 50.81 FEET; THENCE SOUTH 01°46'58" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

10-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°46'58" WEST, 20.00 FEET; THENCE NORTH 88°10'33" WEST, 35.50 FEET; THENCE NORTH 01°46'58" EAST, 20.00 FEET; THENCE SOUTH 88°10'33" EAST, 35.50 FEET; TO THE POINT OF BEGINNING.

**EXHIBIT C
DEPICTION OF PREMISES**

[TWO PAGES ATTACHED]

OPTION AND LAND LEASE AGREEMENT

This Agreement made this ____ day of _____, 20__, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at the southwest corner of 26 ½ Road and H Road, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 2039, Page 300 and that certain Warranty Deed recorded at Book 2047 Page 618 in the Office of the Mesa County Clerk and Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property", as further described on Exhibit A attached hereto and made a part hereof). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 35½ foot by 20 foot parcel containing 710 square feet (the "Land Space"), together with a non-exclusive license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot wide area extending directly from the nearest public right-of-way, 26 ½ Road, to the Land Space ("15-Foot Easement") and a ten (10) foot wide area extending directly from the northern boundary of the Property to the 15-Foot Easement ("10-Foot Easement") and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (such rights-of-way collectively referred to herein as the "Access License"), said Land Space and Access License (hereinafter collectively referred to as the "Premises"), being substantially as described herein in Exhibit B and depicted on Exhibit C attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand Dollars (\$1,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within ninety (90) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Dollars (\$1,000.00) to LESSOR within thirty

03/08/17

(30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice:

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), located at the southwest corner of 26 ½ Road and H Road, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 2039, Page 300 and that certain Warranty Deed recorded at Book 2047 Page 618 in the Office of the Mesa County Clerk and Recorder, and legally described on Exhibit A attached hereto and incorporated herein, which portion being described as a 35½ foot by 20 foot parcel containing 710 square feet (the “Land Space”), together with a non-exclusive license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot-wide area extending directly from the nearest public right-of-way, 26 ½ Road, to the Land Space (“15-Foot Easement”) and a ten (10) foot-wide area extending directly from the northern boundary of the Property to the 15-Foot Easement (“10-Foot Easement”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (such rights-of-way collectively referred to herein as the “Access License”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the “Premises”), being substantially as described in Exhibit B and depicted in Exhibit C, which Exhibits are attached hereto and made a part hereof by this reference.

In the event any public utility is unable to use the Access License, the LESSOR hereby agrees to grant an additional Access License either to the LESSEE or to the public utility at no cost to the LESSEE.

Notwithstanding anything to the contrary in this Agreement, LESSOR and LESSEE hereby agree that at LESSEE’s option, LESSEE shall have the right to lease additional space from LESSOR for the continued installation, operation and maintenance of its wireless communications facility on the Property (the “Additional Leased Area”). Upon LESSOR’s approval of the Additional Leased Area, which approval shall not be unreasonably withheld, conditioned or delayed, the Parties agree to negotiate in good faith an amendment to the Lease to memorialize the location of the Additional Leased Area. The Parties further agree that rent for the Additional Leased Area shall be One and 50/100 Dollars (\$1.50) per square foot per month. Such rent increase shall become effective on the first day of the month after LESSEE commences construction within the Additional Lease Area. LESSEE shall be permitted to use the Additional Leased Area for the same purposes LESSEE is permitted to use the Property.

2. SURVEY. LESSEE has surveyed the Property and the Premises, and said survey , being the basis of Exhibit C, shall control in the event of boundary and access discrepancies between it and Exhibits A and/or B.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at an initial total annual rental of Thirteen Thousand Two Hundred Dollars (\$13,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to the City of Grand Junction, to the attention of the Purchasing Supervisor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the exercise of the option is effective.

(b). Beginning on the first anniversary of the Commencement Date and continuing throughout the Term, including any extensions or additional extensions, the annual rental due hereunder shall increase by two percent (2%) over the annual rental due during the immediately preceding lease year.

(c). LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

(d). Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term."

5. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. COMPLIANCE WITH LAW. LESSEE shall ensure that it's use of the Premises and its facilities comply with all applicable laws, including but not limited to FCC and FAA regulations governing telecommunications facilities.

8. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

9. INSURANCE.

- a. Notwithstanding the indemnity in section 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits of \$1,000,000 per occurrence for bodily injury (including death) for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) - for bodily injury and property damage.
 - iii. Workers Compensation insurance providing the statutory benefits Employers Liability coverage with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

- c. The Parties acknowledge that LESSOR is a governmental entity and is self-insured to a certain extent and also insured through a governmental insurance pool otherwise. LESSOR's Property is covered by said insurance, but LESSEE's

facilities are not. Nothing in this Lease Agreement shall be construed so as to effect a waiver of the LESSOR's statutory or common law immunity to which it is entitled as a governmental entity.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient

title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. LESSEE shall notify LESSOR of all proposed co-locations on LESSEE's tower by carriers other than LESSEE not fewer than 30 days prior to installation of any co-location. Such other carriers shall be considered sub-lessees under this Agreement. Notwithstanding any provision to the contrary, all proposed sub-lessees shall be required to lease ground space for sub-lessees' ground equipment and shelters directly from LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Grand Junction
Purchasing Supervisor
City of Grand Junction
250 N. 5th Street
Grand Junction, Colorado 81501

LESSEE: CommNet Cellular Inc
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to

any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. LESSEE' BREACH. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. LESSOR'S GENERAL BREACH. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

c. LESSOR'S BREACH AFFECTING LESSEE'S USE. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. In the event that abatement of hazardous materials is required in connection with the construction of the Premises, LESSOR shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement procedures, including signing all necessary documents and manifests required for abatement. "Hazardous Material" shall mean any material, substance, chemical or waste identified as hazardous, toxic, solid waste or dangerous in any applicable federal, state or local Law or regulation (including petroleum, impacted soils and asbestos).

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate and the Parties shall have no further obligation (except for indemnifications which expressly survive this Agreement) as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement effective as of the date the condemning authority takes such possession. LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning authority for the entire Property which is attributable to the improvements, fixtures, conduits, antennas, equipment; and all other things of LESSEE situated on the Property which cannot be removed, as well as LESSEE's relocation costs, damages and losses, and the loss of its leasehold interest (collectively, "Losses"). In addition, LESSEE may on its own behalf make a claim for its Losses in any condemnation proceeding involving the Premises. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to each other under this Agreement. If LESSEE does not terminate this

Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority. In the event this Agreement is not terminated, LESSEE shall also be entitled to an award for its Losses.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature Blocks on Following Page]

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Grand Junction,
a Colorado home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CommNet Cellular Inc
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

EXHIBIT B: LEGAL DESCRIPTION OF THE PREMISES

LAND SPACE:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°46'58" EAST, 33.56 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 88°10'33" EAST, 10.00 FEET ALONG SAID LOT LINE; THENCE DEPARTING SAID LINE SOUTH 01°46'58" WEST, 33.55 FEET; THENCE NORTH 88°13'02" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

15-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET; THENCE SOUTH 88°13'02" EAST, 21.75 FEET; THENCE NORTH 46°46'58" EAST, 13.82 FEET; THENCE SOUTH 88°13'02" EAST, 50.81 FEET; THENCE SOUTH 01°46'58" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

10-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°46'58" WEST, 20.00 FEET; THENCE NORTH 88°10'33" WEST, 35.50 FEET; THENCE NORTH 01°46'58" EAST, 20.00 FEET; THENCE SOUTH 88°10'33" EAST, 35.50 FEET; TO THE POINT OF BEGINNING.

EXHIBIT C
DEPICTION OF PREMISES

[ATTACH SURVEY PAGE SHOWING PREMISES]



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: April 5, 2017

Presented By: Scott Peterson, Senior Planner

Department: Admin - Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Resolution Amending the Comprehensive Plan Future Land Use Map from Residential Medium (4-8 du/ac) to Village Center, Located 521 28 3/4 Road and an Ordinance Approving a Rezone to PD (Planned Development) and an Outline Development Plan for the Mind Springs Health Campus, Located at 515, 521 28 3/4 Road and 2862 North Avenue.

RECOMMENDATION:

Planning Commission heard these items at their February 28, 2017 meeting and forwarded a recommendation of approval to City Council (6-0).

EXECUTIVE SUMMARY:

The applicant, Mind Springs Health, requests approval of a Comprehensive Plan amendment, an Outline Development Plan (ODP), a Planned Development (PD) zone district with a default zone of C-1 (Light Commercial) for their 12.34 acre campus located at 515 28 3/4 Road, 2862 North Avenue and 521 28 3/4 Road, which will ultimately support a three-phase expansion including a 48 bed psychiatric hospital designed for future expansion up to 64 beds.

BACKGROUND OR DETAILED INFORMATION:

Mind Springs Health is a regional provider of mental health services who seeks to expand its Grand Junction campus. Its property at 515 28 3/4 Road operates under a 2004 Conditional Use Permit for an Unlimited Group Living Facility. The facility is not, however, in fact a group living facility, but an in-patient treatment facility with stays that may in some instances exceed 30 days. Nonetheless it houses patients temporarily

with no intent that a patient will make a permanent home there. The Applicant and City staff propose that the Conditional Use Permit shall terminate at such time as the proposed Comprehensive Plan amendment, ODP and PD zoning ordinance are become effective. (See Findings, Conclusions and Conditions of Planning Commission, attached.)

Since 2004, the applicant has acquired adjacent properties at 2862 North Avenue and 521 28 ¾ Road for expansion. The proposal is that all three properties be rezoned to a Planned Development zone district with C-1 default standards in order to provide a flexible but consistent zoning classification for expansion of the outpatient behavioral health sciences and inpatient psychiatric hospital care campus.

The properties located at 515 28 ¾ Road and 2862 North Avenue are already zoned C-1. Under the proposed PD zone district, the applicant is requesting the following allowed uses: hospital/mental hospital, inpatient mental health treatment facility with stays that may exceed 30 days, a respite house, general medical and counseling offices and medical / counseling clinics. In a straight C-1 zone district, hospitals, inpatient treatment facilities, respite care facilities require a conditional use permit; general offices and medical clinics are allowed.

Also requested is a Comprehensive Plan Future Land Use Map change from Residential Medium (4 – 8 du/ac) to Village Center for the property located at 521 28 ¾ Road. This will accommodate the proposed underlying default zone of C-1. This is necessary because C-1 is not a zone that implements the Residential Medium category. The applicant's other two properties are already designated Village Center.

The applicant has also submitted a simple subdivision application to combine all three properties into one lot for development purposes (City file # SSU-2016-634). This application is being reviewed separately by the Director in accordance with the Zoning and Development Code.

FISCAL IMPACT:

Due to the exempt status of the property owner, property taxes and sales and use taxes will not be collected.

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. 20-17 - A Resolution Amending the Comprehensive Plan Future Land Use Map from Residential Medium (4-8 du/ac) to Village Center, Located at 521 28 3/4 Road and Ordinance No. 4742 - An Ordinance Approving a Rezone to PD (Planned Development) with a Default Zone of C-1 (Light Commercial) and an Outline Development Plan for the Mind Springs Health Campus on Final Passage and Order Final Publication in Pamphlet Form.

Attachments

1. Planning Commission Staff Report
2. Resolution
3. Ordinance



Date: February 6, 2017
Author: Scott D. Peterson
Title/ Phone Ext: Senior
Planner/1447
Proposed Schedule: February 28,
2017
File #: PLD-2016-546

PLANNING COMMISSION AGENDA ITEM

Subject: Mind Springs Health Comprehensive Plan Amendment, PD Zoning Ordinance and Outline Development Plan

Action Requested/Recommendation: Forward a Recommendation to City Council for a Comprehensive Plan Future Land Use Map Amendment from Residential Medium to Village Center, a Rezone to PD (Planned Development) and an Outline Development Plan for the properties located at 515, 521 28 ¾ Road and 2862 North Avenue.

Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

The applicant, Mind Springs Health, requests approval of a Comprehensive Plan amendment, an Outline Development Plan (ODP), a Planned Development (PD) zone district with a default zone of C-1 (Light Commercial) for their 12.34 acre campus located at 515 28 ¾ Road, 2862 North Avenue and 521 28 ¾ Road, which will ultimately support a three-phase expansion including a 48 bed psychiatric hospital designed for future expansion up to 64 beds.

Background, Analysis and Options:

Mind Springs Health is a regional provider of mental health services who seeks to expand its Grand Junction campus. Its property at 515 28 ¾ Road operates under a 2004 Conditional Use Permit for an Unlimited Group Living Facility. The facility is not, however, in fact a group living facility, but an in-patient treatment facility with stays that may in some instances exceed 30 days. Nonetheless it houses patients temporarily with no intent that a patient will make a permanent home there. The Applicant and City staff propose that the Conditional Use Permit shall terminate at such time as the proposed Comprehensive Plan amendment, ODP and PD zoning ordinance become effective. (See Findings, Conclusions and Conditions of Planning Commission, attached.)

Since 2004, the applicant has acquired adjacent properties at 2862 North Avenue and 521 28 ¾ Road for expansion. The proposal is that all three properties be rezoned to a Planned Development zone district with C-1 default standards in order to provide a flexible but consistent zoning classification for expansion of the outpatient behavioral health sciences and inpatient psychiatric hospital care campus.

The properties located at 515 28 ¾ Road and 2862 North Avenue are already zoned C-1. Under the proposed PD zone district, the applicant is requesting the following allowed uses: hospital/mental hospital, inpatient mental health treatment facility with stays that may exceed 30 days, a respite house, general medical and counseling offices and medical / counseling clinics. In a straight C-1 zone district, hospitals, inpatient treatment

facilities, respite care facilities require a conditional use permit; general offices and medical clinics are allowed.

Also requested is a Comprehensive Plan Future Land Use Map change from Residential Medium (4 – 8 du/ac) to Village Center for the property located at 521 28 ³/₄ Road. This will accommodate the proposed underlying default zone of C-1. This is necessary because C-1 is not a zone that implements the Residential Medium category. The applicant's other two properties are already designated Village Center.

The applicant has also submitted a simple subdivision application to combine all three properties into one lot for development purposes (City file # SSU-2016-634). This application is being reviewed separately by the Director in accordance with the Zoning and Development Code.

Current Campus Make-Up

The property owned by the applicant contains five buildings. Four are located on the property at 515 28 ³/₄ Road; the fifth is on property located at 2862 North Avenue (see Site Plan).

Building A: a two-story, 32,000 square-foot administrative office and outpatient client therapy services building;

Building B: a one-story, 6,700 square-foot building housing an 11-bed crisis stabilization program;

Building C: a one-story, 7,600 square-foot 16 bed inpatient unit;

Building D: a one-story, 8,200 square-foot 16 bed inpatient unit.

Building E: a one-story building used as office and shop space housing patient medical records.

Proposed Changes to the Campus

The Applicant intends to demolish Building C to make way for the new 63,000 sq. ft., one-story hospital building, which initially will have 48 beds for in-patient psychiatric care and will be expanded to up to 64 beds in the future.

The vacant lot at 521 28 ³/₄ Road, acquired by the applicant in 2015, will be developed as a Respite House. The proposed building will house up to four outpatient clients to stay up to three nights under 24-hour supervision by Mind Springs staff. In addition to the four-bedroom home, an additional 4,000 sq. ft. office and group meeting facility will adjoin the residence and will support the activities of the Respite House.

A new medical records office (3,000 sq. ft.) and Facilities Management Office and Shop (4,000 sq. ft.) will also be constructed on the property located at 521 28 ³/₄ Road.

The Applicant intends that all three lots will be combined into one lot prior to construction of these new facilities.

Neighborhood Meeting:

The applicant held two Neighborhood Meetings, one on February 3, 2016 and another on December 13, 2016. No one from the public attended the December 13th meeting. Seven citizens along with City Staff attended the February 3rd meeting. No major objections to the proposed rezone or future campus expansion/development were received at the meeting. Neighboring citizens had questions concerning parking, screening and buffering, parking lot lighting and safety issues regarding patients, the campus and community.

How this item relates to the Comprehensive Plan Goals and Policies:

The requested Outline Development Plan for Mind Springs Health meets the following goals and policies from the Comprehensive Plan by helping maintain the Grand Valley as a regional provider of health care/mental health services by serving all of western Colorado.

Goal 7: New development adjacent to existing development (of a different density/unit type/land use type) should transition itself by incorporating appropriate buffering.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Board or Committee Recommendation:

There is no other committee of board recommendation.

Financial Impact/Budget:

No direct financial impact on the City budget for this item.

Other issues:

There are no other issues identified.

Previously presented or discussed:

This has not been previously discussed by the Planning Commission.

Attachments:

1. Staff Report/Background Information
2. Site Location Map
3. Aerial Photo Map
4. Comprehensive Plan Future Land Use Map
5. Existing Zoning Map
6. Existing Site Plan
7. Outline Development Plan
8. Proposed 48-bed Psychiatric Hospital Building Elevation Drawing
9. Resolution
10. Planned Development and Rezone Ordinance

BACKGROUND INFORMATION					
Location:		515, 521 28 ¾ Road and 2862 North Avenue			
Applicant:		Mind Springs Health, Owner			
Existing Land Use:		Mind Spring Health campus along with various support buildings			
Proposed Land Use:		63,000 sq. ft. psychiatric hospital, 4,000 sq. ft. respite house and associated support staff structures			
Surrounding Land Use:	North	Single-family detached			
	South	Commercial properties along North Avenue			
	East	Commercial properties along 28 ¾ Road and Grand Mesa Little League ball fields.			
	West	Manufactured home park and single-family detached			
Existing Zoning:		C-1 (Light Commercial) & R-8 (Residential – 8 du/ac)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	R-8 (Residential – 8 du/ac)			
	South	C-1 (Light Commercial)			
	East	C-1 (Light Commercial) & CSR (Community Services & Recreation)			
	West	C-1 (Light Commercial) & R-8 (Residential – 8 du/ac)			
Future Land Use Designation:		Village Center and Residential Medium (4 – 8 du/ac)			
Zoning within density range?		X	Yes		No

Density/Intensity: The proposed 80 bed facility at full build out of all phases and the associated offices, out-patient services and Respite House are well within the Density/Intensity requirements of the C-1 default zone district.

Access/Parking: The current Mind Springs Health campus currently has 214 parking spaces and meets all off-street parking requirements for the existing land use. The proposed ODP for the new hospital shows a total of 304 parking spaces. The area proposed for the Respite House and office buildings identifies another 39 spaces for a total of 343 off-street parking spaces provided at full build out, which exceeds the 339 spaces required by City Code.

The primary public access to the site will be from 28 ¾ Road, as currently exists. The existing North Avenue entrance is not intended for general access to the entire site, but is only utilized for Mind Springs staff employees working within Building E. The proposed internal ring road is not intended for public access and will, therefore, be gated in three locations in order to limit traffic to designated staff only.

Open Space: Open Space is not required for commercial development other than meeting applicable landscaping requirements, however, at full build-out of the site, over 164,000 sq. ft. or 31% of the total site will contain open space/landscape areas, excluding building footprints, sidewalks, hardscape features, stormwater detention areas and parking lots. Pedestrian connections will be provided from 28 ¾ Road and North Avenue to serve the property. The proposed open space will include extensive landscaping through-out the development per City zoning requirements.

Lot Layout: The applicant is proposing, and has submitted for administrative review, a Simple Subdivision application to combine all three properties into one lot for development purposes (City file # SSU-2016-634).

Phasing: The proposed Mind Springs Health campus additions are to be developed in three phases. The proposed phasing schedule is as follows (see attached Outline Development Plan):

- Phase 1: 48- bed hospital building - to be reviewed and approved by January 1, 2019
- Phase 2: Respite House, Offices and Facilities Shop – to be reviewed and approved by June 1, 2022
- Phase 3: 16-bed hospital addition - to be reviewed and approved by June 1, 2025

Long-Term Community Benefit: The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Section 21.03.070 of the Zoning and Development Code. The Zoning and Development Code also states that PD (Planned Development) zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Innovative designs;
7. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

The proposed Mind Springs Health Planned Development provides the following long-term community benefits:

1. Effective infrastructure design by consolidating needed psychiatric medical services into one centralized location.
2. Reduced traffic demands from what could be developed under the current conventional commercial zoning.
3. Greater quality and quantity of private open space with 3.77 acres (31% of the site) of the total 12.34 acres as landscaped open space that provides for well

designed, open atmosphere for outside activities and a visually appealing campus environment.

4. Innovative design with contemporary architecture that exceeds or matches existing buildings on-site. The proposed new hospital building will be a model, statewide for psychiatric hospital care, providing exterior patient recreation space, incorporating natural light throughout the building by means of roof “pop-ups” with high ceilings, patient activity space including crafts, music, gym and dining facilities.

Default Zone: The applicable dimensional standard for the C-1 (Light Commercial) zone as indicated in Section 21.03.070 (d) of the Zoning and Development Code, are as follows:

Density: Maximum: 24 dwelling units/acre. Minimum: 12 dwelling units/acre.

Front yard setback (Principal/Accessory): 15'/25'.

Side yard setback (Principal/Accessory): 0'/0'.

Side yard abutting residential (Principal/Accessory): 10'/5'

Rear yard setback (Principal/Accessory): 10'/10'

Maximum building height: 40'.

Deviations: Applicant is proposing no deviations to the above dimensional standards and will meet all applicable off-street parking, landscaping, screening and buffering and other City Code requirements upon development.

List of Allowed Land Uses for the proposed PD Zone District:

The land area encompassed by the proposed Mind Springs Health campus are only to be utilized for the following permitted land uses:

- a. Hospital/Mental Hospital
- b. Respite House
- c. General Offices
- d. Medical Clinic
- e. Counseling Services/Center
- f. Ancillary Facilities/Services buildings

Minimum District Size: A minimum of 5 acres is recommended for a planned development according to the Zoning and Development Code. This property is 12.34 +/- acres in size and therefore meets with district size requirements for the Planned Development zone.

Comprehensive Plan Future Land Use Map Amendment Section 21.02.130 (c) (1) of the Zoning and Development Code:

The City may amend the Comprehensive Plan if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan and meets one or more of the following criteria:

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

The property at 521 28 ¾ Road is currently designated as Residential Medium (4-8 du/ac). The applicant is requesting an Outline Development Plan for all three properties so that they may expand as a single campus offering in- and out-patient mental health and hospital services. The Applicant has become a regional mental health service provider.

These changes make it appropriate to change the future land use designation to that of the adjacent properties (Village Center) which it also owns and with which it will be combined to serve as a campus for regional mental health services. The changes also make it appropriate to create a planned development zone district.

Therefore, this criterion has been met.

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

The expansion of the mental health services in this location has changed the character of the neighborhood somewhat. The properties to the north and west remain residential;¹ however, the Applicant has acquired two adjacent properties that have and will continue to expand, offering inpatient and outpatient mental health services and housing related medical offices.

The proposed Planned Development zone district will best accommodate the needs of the expanding medical and hospital services as well as provide the best fit into the surrounding neighborhood.

Therefore, this criterion has been met.

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

Adequate public facilities and services (water, sewer, utilities, etc.) are currently available or will be made available concurrent with the existing and proposed development and can address the impacts of development consistent with the PD zone district with an underlying default zone of C-1. Mind Springs Health is located near the intersection of 28 ¾ Road and North Avenue and is within walking distance to other commercial retail developments and restaurants. Grand Valley Transit also offers numerous bus routes along North Avenue for public transit connections that will serve both clients and employees.

¹ Mind Springs Health has been well received by the existing neighborhood and has integrated reasonably well into the surrounding neighborhood. Grand Mesa Little now shares off-street parking with Minds Springs Health when additional parking is needed on weekends and for tournaments. Also Nisley School located nearby has encountered no problems with Mind Springs over the past 12 years, according to the applicant.

Therefore, this criterion has been met.

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

There is not an inadequate supply of commercially zoned properties in the community. However, Mind Springs Health is currently located on this site and has acquired two additional adjacent properties with the anticipation of growing their facility to meet the demands of a growing community and population of western Colorado. Constructing the proposed psychiatric hospital elsewhere would entail property acquisition, new construction costs and disconnection from Mind Springs current operations on this existing campus. Having client services as well as administrative personnel and staff located on one central campus benefits not only Mind Springs, but also the community.

This criterion has not been met.

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

The community and area will derive benefits from the proposed Planned Development by the utilization of effective infrastructure design by consolidating needed psychiatric medical services into one centralized campus location. The proposed zoning of PD (Planned Development) will allow the property to be developed and expanded as an in-fill project that is compatible with adjacent commercial and residential properties. The applicant is also providing extensive existing and new landscaped open space areas that provides for well designed, open and landscaped areas for outside activities and a visually appealing campus environment. The property will also be screened and buffered from the adjacent residential properties by the installation of a 6' tall masonry wall as required by the Zoning and Development Code.

Therefore, this criterion has been met.

Planned Development

Sections 21.02.150 of the Grand Junction Zoning and Development Code:

Requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

- a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The proposed Outline Development Plan will comply with the Comprehensive Plan, Grand Valley Circulation Plan and other applicable adopted plans and policies. Under the proposed PD zone district, the applicant is requesting that hospital/mental hospital, be an "allowed" land use. Currently these land uses are

a “Conditional Use Permit” in the C-1 zone district. The proposed Planned Development would continue to provide support and comprehensive psychiatric care as the only mental health facility located in western Colorado.

The applicant is also requesting a Comprehensive Plan Future Land Use Map Amendment to change the property located at 521 28 ¾ Road from Residential Medium (4 – 8 du/ac) to Village Center to comply with the requested PD zone district and the default zone of C-1. Under the present Residential Medium category, the C-1 zone district is not permitted.

- b) The rezoning criteria provided in Section 21.02.140 of the Zoning and Development Code.

See above discussion of Section 21.02.130 (c) (1).

- c) The planned development requirements of Section 21.05.040 (f) of the Zoning and Development Code;

The proposed ODP is in conformance with the Planned Development requirements of Section 21.05 of the Zoning and Development Code through the use of setback standards conforming with the default zone of C-1, open space, screening and buffering, building heights, off-street parking and landscaping requirements of the Zoning and Development Code.

- d) The applicable corridor guidelines and other overlay districts in Chapter 21.07.

The property is located within the North Avenue Overlay Zone District and will meet all corridor guidelines and applicable requirements associated with new commercial development adjacent to North Avenue at time of Site Plan review.

- e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

Adequate public facilities and services (water, sewer, utilities, etc.) are currently available or will be made available concurrent with the existing and proposed development and can address the impacts of development consistent with the PD zone district with an underlying default zone of C-1. Mind Springs Health is located near the intersection of 28 ¾ Road and North Avenue and is within walking distance to other commercial retail developments and restaurants. Grand Valley Transit also offers numerous bus routes along North Avenue for public transit connections that serve both clients and employees.

- f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

Adequate circulation and access will be provided to serve the campus. Primary public access to the site will be from 28 ¾ Road. The existing North Avenue entrance is not intended for general access to the entire site, but only utilized for Mind Springs staff employees working within Building E. Therefore, the applicant

is not intending to utilize the new internal ring road for public access. The new internal ring road will be gated in three locations in order to limit traffic to designated staff only.

- g) Appropriate screening and buffering of adjacent property and uses shall be provided;

Screening and buffering will be addressed during the Site Plan Review process. A minimum 6' tall masonry wall will be required to be installed adjacent to all residential zone districts along the west and north property lines in accordance with Code requirements.

- h) An appropriate range of density for the entire property or for each development pod/area to be developed;

The proposed 80 bed facility at full build out of all phases and the associated offices, out-patient services and Respite House are well within the Density/Intensity requirements of the C-1 default zone district.

- i) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The applicant is proposing a C-1 default zone district with no deviations.

- j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

The applicant has submitted a plan proposing the new campus expansions to be developed in three (3) phases over a total of eight (8) years with the first phase anticipated to be reviewed/approved and construction completed by no later than January, 2019.

FINDINGS OF FACT/CONCLUSIONS AND CONDITIONS:

After reviewing the Mind Springs Health application, PLD-2016-546, request for approval of an Outline Development Plan (ODP) as a Planned Development with a default zone of C-1 (Light Commercial) and also amend the Comprehensive Plan Future Land Use Map to Village Center for the property located at 521 28 ¾ Road, I make the following findings of fact/conclusions and conditions of approval:

1. The requested Planned Development, Outline Development Plan is consistent with the goals and polices of the Comprehensive Plan, specifically, Goals 7 and 12.
2. The review criteria in Sections 21.02.130 and 21.02.150 of the Grand Junction Zoning and Development Code have all been met or addressed.
3. Applicant shall submit a site plan for review and approval administratively for all phases of development prior to establishment of allowed land uses.

4. The 2004 Conditional Use Permit shall terminate on the effective date of the Planned Development zoning ordinance.

STAFF RECOMMENDATION:

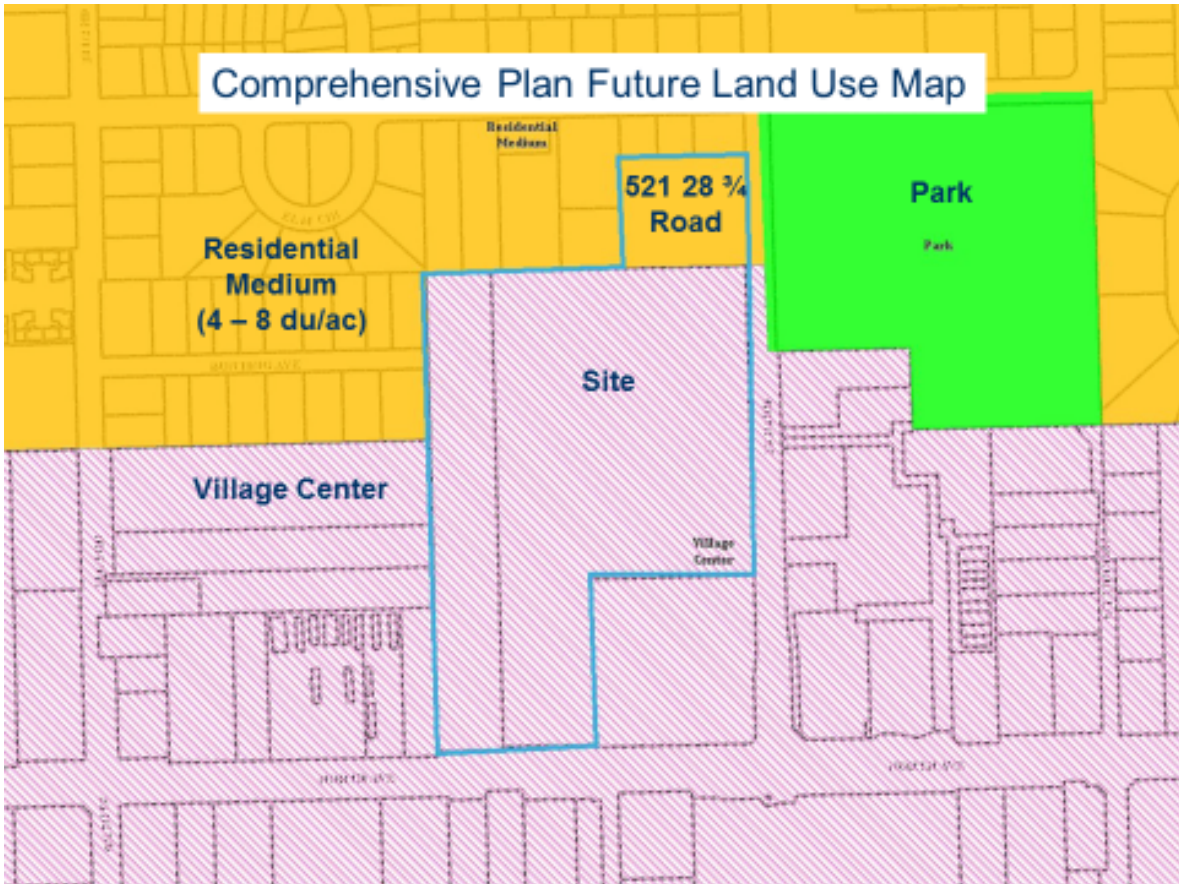
I recommend that the Planning Commission forward a recommendation of approval of the requested Outline Development Plan as a Planned Development and also to amend the Comprehensive Plan Future Land Use Map to Village Center for the property located at 521 28 ³/₄ Road, PLD-2016-546, to the City Council with findings of fact/conclusions and conditions as stated in the staff report.

RECOMMENDED PLANNING COMMISSION MOTION:

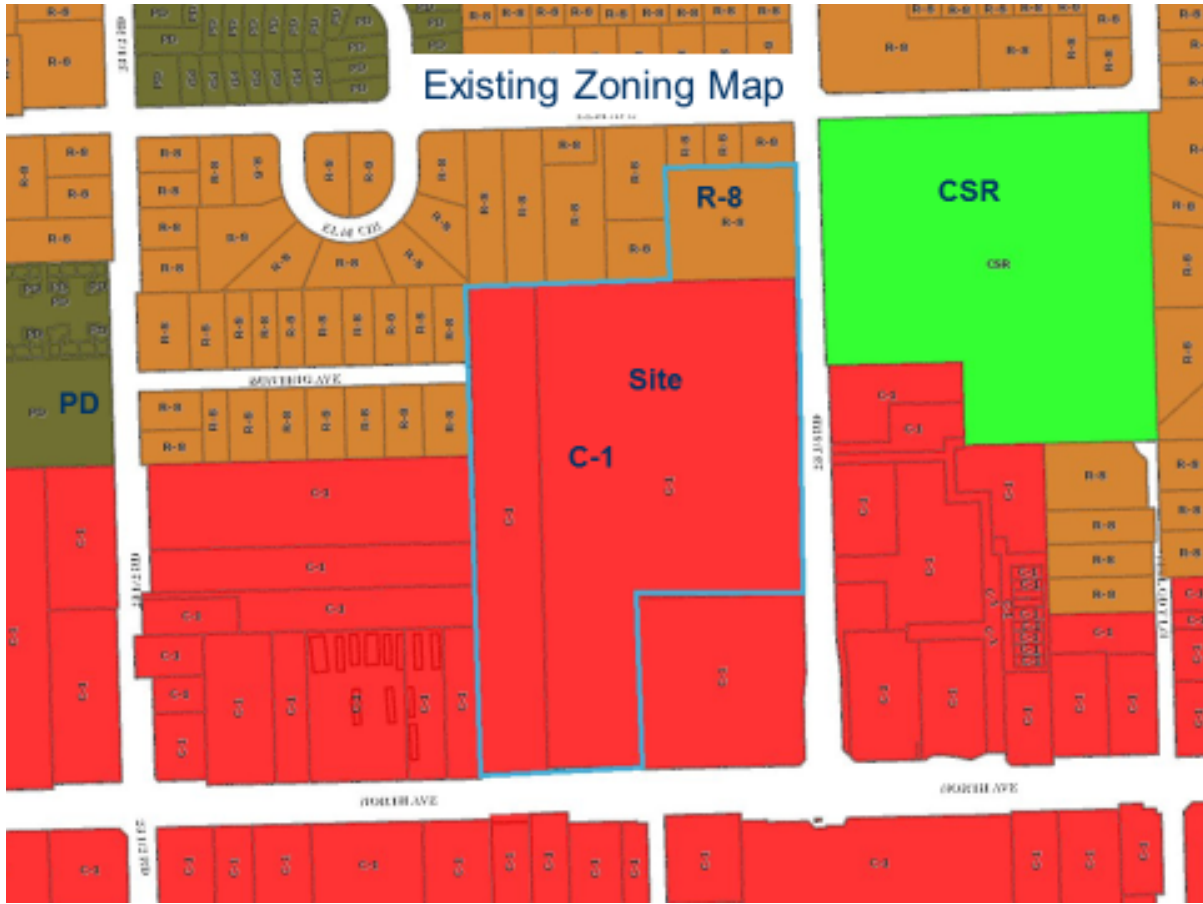
Madam Chairman, on item PLD-2016-546, I move that the Planning Commission forward a recommendation of approval of the requested Outline Development Plan as a Planned Development and also to amend the Comprehensive Plan Future Land Use Map to Village Center for the property located at 521 28 ³/₄ Road, PLD-2016-546, to the City Council with findings of fact/conclusions and conditions as stated in the staff report.

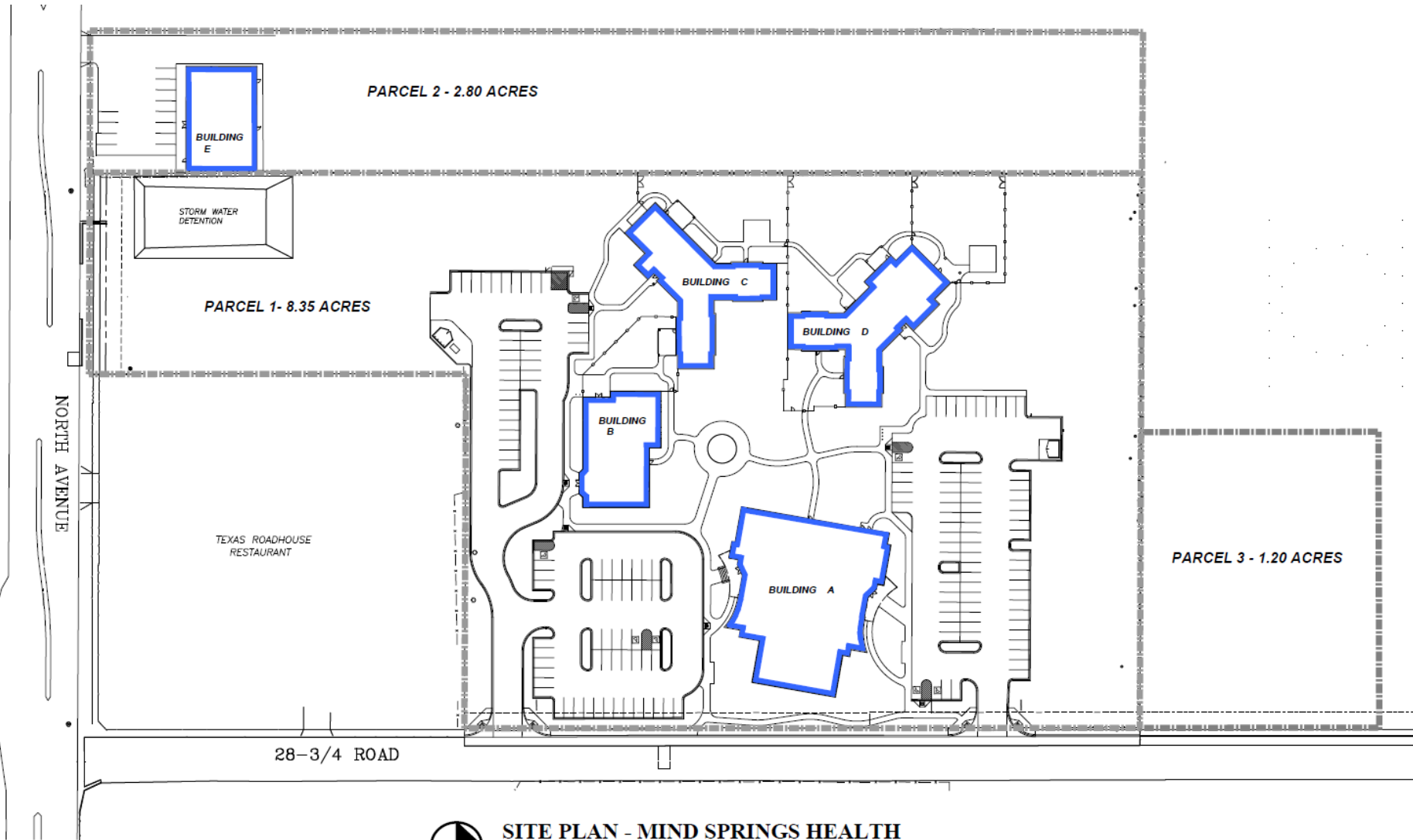


Comprehensive Plan Future Land Use Map



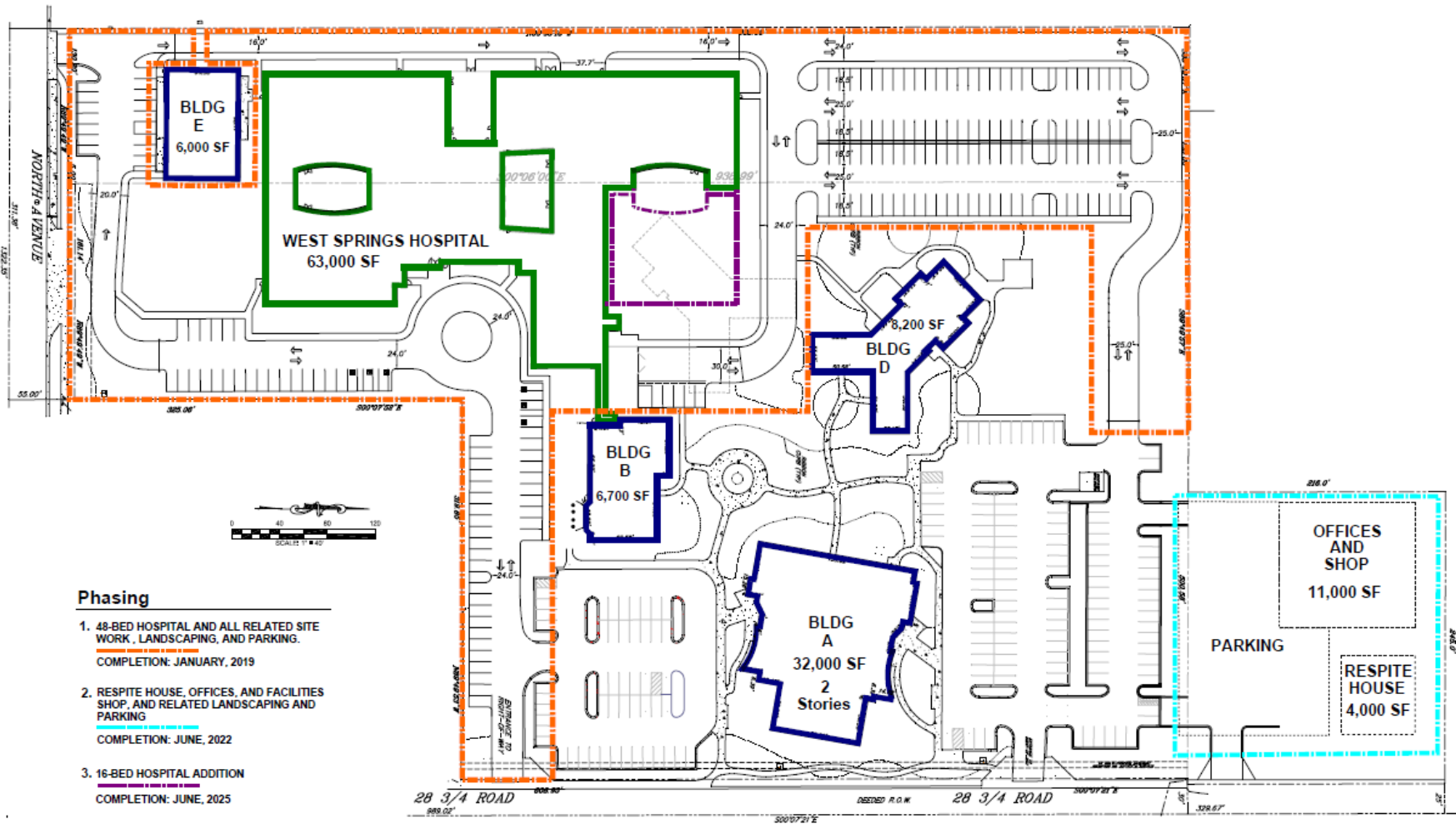
Existing Zoning Map





SITE PLAN - MIND SPRINGS HEALTH

MAY 14, 2015



OUTLINE DEVELOPMENT PLAN
MIND SPRINGS HEALTH



Proposed 48-bed Psychiatric Hospital Building

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE
MAP OF THE CITY OF GRAND JUNCTION FROM RESIDENTIAL MEDIUM (4 – 8
DU/AC) TO VILLAGE CENTER FOR PROPERTY OWNED BY MIND SPRINGS
HEALTH**

LOCATED AT 521 28 3/4 ROAD

Recitals:

A request for a Comprehensive Plan Future Land Use Map Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 1.21 +/- acres, located at 521 28 3/4 Road be redesignated from Residential Medium (4 – 8 du/ac) to Village Center on the Future Land Use Map.

In a public hearing, the City Council reviewed the request for the proposed Comprehensive Plan Future Land Use Map Amendment and determined that it satisfied the criteria as set forth and established in Section 21.02.130 of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM RESIDENTIAL MEDIUM (4 – 8 DU/AC) TO VILLAGE CENTER ON THE FUTURE LAND USE MAP.

MIND SPRINGS HEALTH PROPERTY

A parcel of land situate in the NE 1/4, of the SW 1/4 of the SE 1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado. Being more particularly described as follows:

Beginning at the Southeast Corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 7;

Thence North 216 feet;
Thence West 270 feet;
Thence South 216 feet;
Thence East 270 feet to the point of beginning;

Except the East 25 feet for a road right-of-way conveyed to Mesa County by instrument recorded February 16, 1061 at Reception No. 785658 in Book 796 at Page 404, County of Mesa, State of Colorado.

Said parcels contain 1.21 +/- acres, more or less, as described.

PASSED on this _____ day of _____, 2017.

ATTEST:

City Clerk

President of Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE APPROVING A REZONE TO PD (PLANNED DEVELOPMENT) AND AN OUTLINE DEVELOPMENT PLAN FOR THE MIND SPRINGS HEALTH CAMPUS

LOCATED AT 515, 521 28 3/4 ROAD AND 2862 NORTH AVENUE

Recitals:

The applicant, Mind Springs Health, is requesting approval of a rezone to PD (Planned Development), with a default zone of C-1 (Light Commercial), and an Outline Development Plan, for property located at 515 and 521 28 ¾ Road and 2862 North Avenue in conjunction with the development of three additional phases of expansion with Phase 1 proposed as a 48 bed psychiatric hospital designed to expand to 64 beds all located on 12.34 +/- acres. The proposed rezone to PD will provide a uniform zone district to best fit the needs of the campus for future expansion of services and facilities.

In accordance with the Planning Commission's Findings, Conclusions and Conditions, the 2004 Conditional Use Permit will terminate upon the effective date of this Ordinance.

The request for the rezone and Outline Development Plan have been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning (C-1), land uses and conditions of approval for the Outline Development Plan for Mind Springs Health.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed Outline Development Plan and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved "long-term community benefits" by effective infrastructure design by consolidating needed psychiatric medical services into one centralized location; reducing traffic demands; providing greater quality and quantity of private open space; and innovative design with contemporary architecture that exceeds or matches existing buildings on-site (attached Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

- A. This Ordinance applies to the following described properties:

Combined Parcel 1, Parcel 2, and Parcel 3 – 515 28-3/4 Road, Grand Junction, CO 81501

COLORADO WEST ASSET MANAGEMENT LLC, is the owner of two parcels as demonstrated by deed recorded at Reception No. 2293433, and Reception Number 1381862 in the Office of the Mesa County Clerk and Recorder, said parcels being those certain tracts of land in the SW1/4 SE1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado,

ALSO: COLORADO WEST REGIONAL MENTAL HEALTH INCORPORATED c/o MIND SPRINGS ACCT DEPT, is the owner of a parcel as demonstrated by deed recorded at Reception No. 2712753, in the Office of the Mesa County Clerk and Recorder, said parcels being those certain tracts of land in the SW1/4 SE1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, all of which is more particularly described as follows:

Description by survey:

Commencing at a Mesa County Survey Marker for the East 1/16 Corner on the south line of said Section 7, whence a Mesa County Survey Marker for the South 1/4 Corner of Said Section 7 bears N89°49'48"W at a distance of 1322.45 feet, with all bearings being relative thereto; thence N89°49'48"W, a distance of 349.83 feet; thence N00°07'52"W, a distance of 55.00 feet, to a point on the northerly right-of-way of North Avenue and the Point of Beginning, thence the following courses and distances;

1. Along said northerly right-of-way N89°49'48"W, a distance of 181.14 feet;
2. Continuing along said northerly right-of-way, S00°05'24"E, a distance of 5.00 feet;
3. Continuing along said northerly right-of-way, N89°49'48"W, a distance of 130.22 feet;
4. Leaving said northerly right-of-way, N00°05'24"W, a distance of 938.99 feet;
5. S89°49'57"E, a distance of 390.58 feet;
6. N00°07'37"W, a distance of 215.73 feet;
7. S89°49'07"E, a distance of 245.00 feet, to a point on the westerly right-of-way of 28 3/4 road;
8. Along said westerly right-of-way, S00°07'37"E, a distance of 215.67 feet;
9. Continuing on said westerly right-of-way, N89°49'57"W, a distance of 5.00 feet;
10. Continuing along said westerly right-of-way, S00°07'37"E, a distance of 608.96 feet;
11. Leaving said westerly right-of-way, N89°49'53"W, a distance of 319.85';
12. S00°07'52"E, a distance of 325.06 feet, to the Point of Beginning.

Said parcel containing approximately 12.371 Acres more or less.

- B. The Mind Springs Outline Development Plan is approved with the Findings of Fact/Conclusions and Conditions listed in the Staff Report, including attachments and exhibits.
- C. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the C-1 (Light Commercial) Zoning District with the following changes; Front Yard 20'; Side Yard 10'; Rear Yard 10'; Maximum Lot Coverage 50%.
- D. The default zone shall be C-1 (Light Commercial) and subject to all development standards of the C-1 zone district with no deviations with the exception of paragraph C as identified. The authorized "allowed" uses shall be:
 - a. Hospital/Mental Hospital
 - b. Respite House
 - c. General Offices
 - d. Medical Clinic
 - e. Counseling Services/Center
 - f. Ancillary Facilities/Services buildings
- E. Phasing shall be as follows:
 - o Phase 1: 48- bed hospital building - to be reviewed and approved by January 1, 2019
 - o Phase 2: Respite House, Offices and Facilities Shop – to be reviewed and approved by June 1, 2022
 - o Phase 3: 16-bed hospital addition - to be reviewed and approved by June 1, 2025

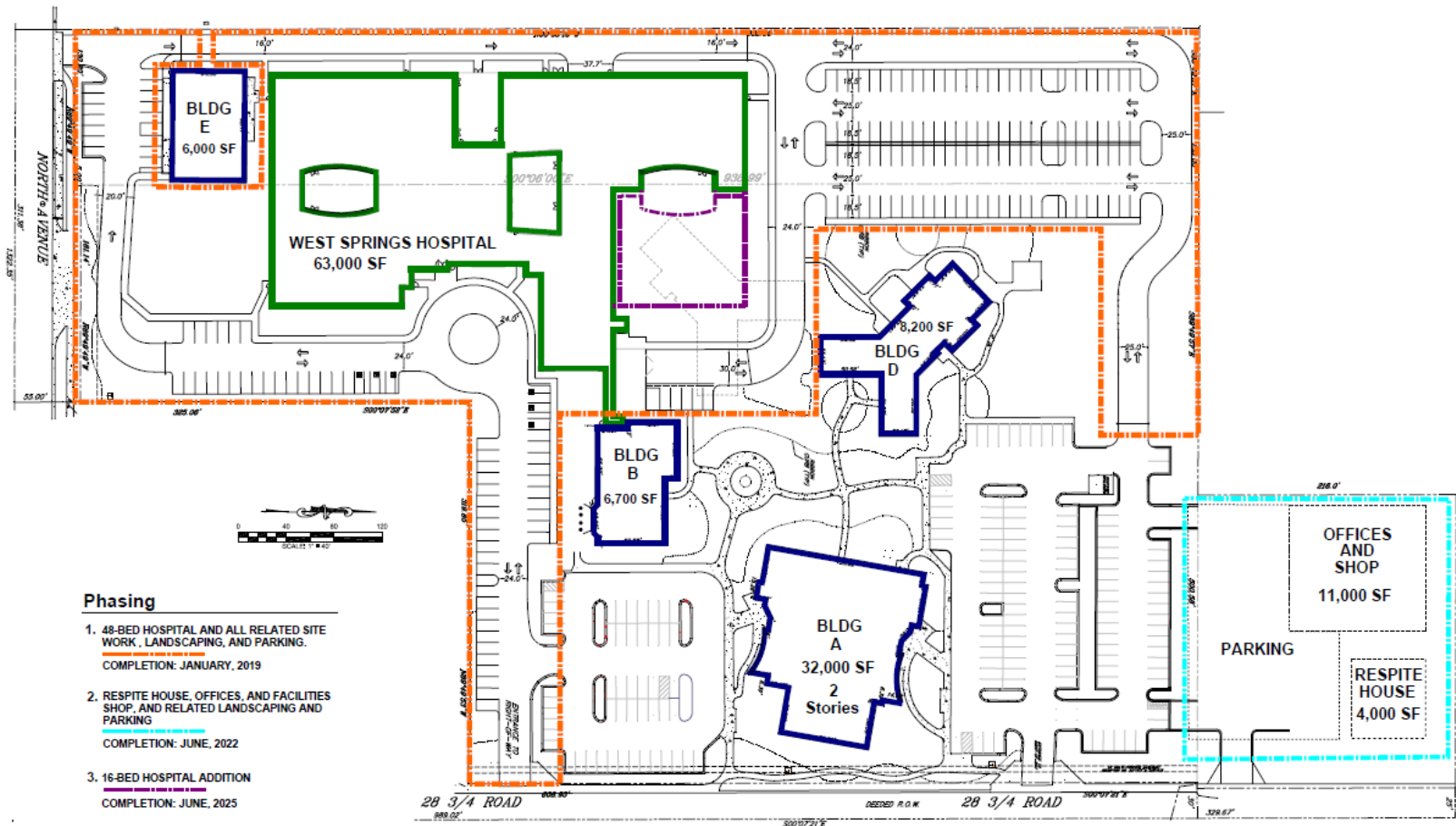
Introduced for first reading on this 15th day of March, 2017 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2017 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk





OUTLINE DEVELOPMENT PLAN
MIND SPRINGS HEALTH

Exhibit A



Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: April 5, 2017

Presented By: Lori Bowers, Senior Planner

Department: Admin - Community Development

Submitted By: Lori Bowers, Senior Planner

Information

SUBJECT:

Ordinance Rezoning the Lusby Apartment Complex, Located at 1321 Kennedy Avenue.

RECOMMENDATION:

Planning Commission heard this item at its February 28, 2017 meeting and forwarded a recommendation of approval to City Council (6-0).

EXECUTIVE SUMMARY:

The applicant is requesting approval of a rezone from R-16 (Residential-16 du/ac) to R-24 (Residential – 24 du/ac) for the Lusby Apartment Complex, located at 1321 Kennedy Avenue to allow for the development of additional residential units. The property is currently developed at the R-16 maximum density, yet approximately one half of the property is vacant. Rezoning to R-24 will allow for additional residential dwelling units to be constructed in an area shown as "Residential High" supporting 16 to 24 units per acre in the Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

The subject parcel is currently zoned R-16 (Residential – 16 units per acre) and is approximately 0.4 acres in size. There is potential for more residential development on this lot, but the owner is prevented from further development due to the existing zoning. Under the R-16 zoning, the site has met its maximum density. R-24 zoning (Residential – 24 units per acre) is to provide for high density residential uses. This district allows multifamily development with a minimum density 16 units per acre and no maximum density.

Approximately 2% all land in the City limits is zoned either R-16 or R-24 with only 6% of the R-16 land currently vacant and 39% of the R-24 land vacant. To provide for a mix of housing choice as the Comprehensive Plan envisions, there currently is not enough land zoned or available for higher density housing. Providing for additional density at this location supports the Comprehensive Plan's Guiding Principle of "Housing Variety", allowing more variety in housing types that will better meet the needs of our diverse population.

A Neighborhood Meeting was held on November 29, 2016, with seven members of the public in attendance. While most of the attendees stated they were not concerned with the rezone itself, they questioned why the whole block was not being rezoned. Most of the attendees were in favor of a higher density but were concerned with increased foot traffic and parking.

FISCAL IMPACT:

Zoning change does not have fiscal impact. However if additional residential units are constructed one-time sales and use tax will be collected on the construction materials and property taxes will be applicable.

SUGGESTED MOTION:

I move to (approve or deny) Ordinance No 4743 - An Ordinance Rezoning the Lusby Apartment Complex from R-16 (Residential - 16 du/ac) to R-24 (Residential - 24 du/ac) located at 1321 Kennedy Avenue on Final Passage and Order Final Publication in Pamphlet Form.

Attachments

1. Planning Commission Staff Report
2. Lusby Ordinance



Date: February 7, 2017
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner / 4033
 Proposed Schedule: PC February 28, 2017
 CC 1st Reading: March 15, 2017
 2nd Reading: April 5, 2017
 File #: RZN-2016-608

PLANNING COMMISSIN AGENDA ITEM

Subject: Lusby Rezone, Located at 1321 Kennedy Avenue
Action Requested/Recommendation: Forward a recommendation to City Council for a request to Rezone .4 acres from R-16 (Residential—16 du/ac) to R-24 (Residential—24 du/ac)
Presenter(s) Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

The applicant is requesting approval of a rezone from R-16 (Residential-16 du/ac) to R-24 (Residential – 24 du/ac) for the Lusby Apartment Complex, located at 1321 Kennedy Avenue, to allow for the development of additional residential units.

Background, Analysis and Options:

The subject parcel is currently zoned R-16 (Residential – 16 units per acre) and is approximately 0.4 acres in size. There is potential for more residential development on this lot, but the owner is prevented from further development due to the existing zoning. Under the R-16 zoning, the site has met its maximum density. R-24 zoning (Residential – 24 units per acre) is to provide for high density residential uses. This district allows multifamily development with a minimum density 16 units per acre and no maximum density.

Approximately 2% all land in the City limits is zoned either R-16 or R-24 with only 6% of the R-16 land currently vacant and 39% of the R-24 land vacant. To provide for a mix of housing choice as the Comprehensive Plan envisions, there currently is not enough land zoned or available for higher density housing. Providing for additional density at this location supports the Comprehensive Plan’s Guiding Principle of “Housing Variety”, allowing more variety in housing types that will better meet the needs of our diverse population.

A Neighborhood Meeting was held on November 29, 2016, with seven members of the public in attendance. While most of the attendees stated they were not concerned with the rezone itself, they questioned why the whole block was not being rezoned. Most of the attendees were in favor of a higher density but were concerned with increased foot traffic and parking.

How this item relates to the Comprehensive Plan Goals and Policies:

This project is consistent with the following Goals and Policies of the Comprehensive Plan:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

By rezoning the property to R-24, it will increase the capacity and ability for developers to meet the differing housing demands of the community. It will enable a mix of housing types for different levels of incomes, family types and life stages and will allow infill in an area that is close to the University, shopping and medical services.

Board or Committee Recommendation:

Planning Commission will forward a recommendation to the City Council.

Financial Impact/Budget:

None

Other issues:

The only issue at hand is the condition of the adjacent alley right-of-way. The property owner will sign a Power of Attorney for alley improvements.

Previously presented or discussed:

This item has not been previously presented or discussed.

Attachments:

Staff Report/Background Information
Public Comment
Site Location Map
Comprehensive Plan Map
R-24 Zoning Map
Ordinance

BACKGROUND INFORMATION					
Location:		1321 Kennedy Avenue			
Applicants:		Eric Lusby, owner; Vortex Engineering Inc., representative, c/o Robert Jones.			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Single and Multi-family homes			
	South	Single-family homes			
	East	Single-family homes			
	West	Single and Multi-family homes			
Existing Zoning:		R-16 (Residential -16 dwelling units per acre)			
Proposed Zoning:		R-24 (Residential -24 dwelling units per acre)			
Surrounding Zoning:	North	R-16 (Residential – 16 dwelling units per acre)			
	South	R-16 (Residential – 16 dwelling units per acre)			
	East	R-16 (Residential – 16 dwelling units per acre)			
	West	R-16 (Residential – 16 dwelling units per acre)			
Future Land Use Designation:		Residential High Mixed Use			
Blended Residential Land Use Categories Map (Blended Map):		Residential High			
Zoning within density range?		X	Yes		No

Background:

The Lusby Apartment Complex, located at 1321 Kennedy Avenue, is on the south side of Kennedy Avenue and east of N 13th Street. It is in close proximity to Colorado Mesa University, shopping and medical facilities.

The subject parcel is currently zoned R-16 (Residential – 16 units per acre). The Lot is approximately 0.4 acres in size. The air photo below shows there is potential for more residential development, but the owner is prevented from further development of the site due to the existing zoning’s maximum density. An attached map shows the limited areas of R-24 zoning within the City.



R-24 zoning (Residential – 24 units per acre) is to provide for high density residential uses. This district allows multifamily development within specified densities, with a minimum density of 16 units per acre and no maximum density. This district is intended to allow high density residential unit types and densities to provide a balance of housing opportunities in the community.

A Neighborhood Meeting was held on November 29, 2016. About seven people joined the meeting but only two people signed the attendance sheet. While most of the attendees stated they were not concerned with the rezone itself, they questioned why the whole block was not being rezoned. Most of the attendees were in favor of a higher density but were concerned with increased foot traffic and parking.

At the Neighborhood Meeting, most comments were on parking and the condition of the alley. Parking was referred to as “freeloader” parking for students, thus crowding out residents. They questioned why the City couldn’t establish some sort of resident parking permit for the areas around CMU. Secondly, they wondered why nothing had been done with the condition of the alley. An email was received after the neighborhood meeting (attached) citing their concerns with the alley right-of-way and trash pick-up in the alley. They also stated they were a proponent of increased densities in this area. Another email (attached) was provided about the poor condition of the site and her enjoyment of the neighborhood. Future development proposed on the site will be required to meet on-site parking requirements and to address the condition of the alley if access to the alley is proposed.

Section 21.02.140 of the Grand Junction Municipal Code

Zone requests must meet at least one of the following criteria for approval:

(1) Subsequent events have invalidated the original premise and findings;

A review of the overall zoning map for residential uses within in the City shows that only 196 acres are zoned R-24, with only 45 acres currently vacant citywide. It becomes apparent that we have very little property zoned R-24. R-24 can be an infill type of zoning, especially where the lot is large enough to accommodate more density, as with the Lusby property. Please see the attached map showing properties currently zoned R-24.

This criterion has been met.

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

As Colorado Mesa University and the medical facilities in this area continue to grow, the housing demand increases. The R-24 zoning will allow a greater density in an area where it is most needed, within walking distance of the campus, shopping and medical services in the area.

This criterion has been met.

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

This is an ideal infill area where utilities are existing; it is within walking distance of the University, other schools, shopping and restaurants. There is transit service available in the area, all supportive of higher density.

This criterion has been met.

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

As evidenced by the attached map and limited R-24 zoning available for development, there is an inadequate supply of R-24 zoning throughout the City.

This criterion has been met.

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

The benefit will be increased density in an area where additional housing is needed and all services and utilities currently exist.

This criterion has been met.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Lusby Rezone, file number RZN-2016-608, a request to rezone the property from R-16 (Residential – 16 du/ac) to R-24 (Residential – 24 du/ac), the following findings of fact and conclusions have been determined:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria subsections 1 through 5 in Section 21.02.140 of the Grand Junction Municipal Code have been met.

STAFF RECOMMENDATION:

I recommend that the Planning Commission forward a recommendation of approval of the requested zone, file number RZN-2016-608, to the City Council with the findings and conclusions listed above.

RECOMMENDED PLANNING COMMISSION MOTION:

Madam Chairman, on item RZN-2016-608, I move that the Planning Commission forward a recommendation of approval of the requested Rezone from R-16 to R-24 for the property located at 1321 Kennedy Avenue, RZN-2016-608, to the City Council with findings of fact/conclusions and conditions as stated in the staff report.

From: David Hoffman <poundsnails@gmail.com>
Sent: Wednesday, January 04, 2017 9:27 AM
To: Lori Bowers
Subject: RZN-2016-608

Lori, I am writing to provide comment on the proposed rezone at 1321 Kennedy Avenue (Lusby Apartments). First, I would like to say that I am a proponent of increased densities in this area. That being said, as an area property owner of many years I have several concerns. First would be the general, often deplorable condition of the alley R.O.W. that lies between Bunting and Kennedy avenues, and second would be the lack of oversight regarding trash containers in that same R.O.W. Though it is unreasonable to think this applicant should be charged entirely with improving the alley surface, it may be time to resurrect the public/ private Alley Improvement Districts that the City (in more flush times) employed. The existing surface is often pot holed, and any appreciable moisture turns it rutted and bog like. As an area property owner I would be a willing participant in long range improvements to the alley surface. As regards the trash pickup, I understand the City's need for mechanical pickup, but any given Thursday afternoon the alley is a gauntlet of willy nilly containers often left in the R.O.W. Again, I see the sense in increased densities in the City, but I believe any proposals along those lines must address the impacted infrastructure. How much that onus falls on the applicant is City Council's decision.

Regards, David Hoffman -Mountain

Properties West, LLC
Avenue

1430 Bunting

From: Christine Coolidge <ishtar710@yahoo.com>
Sent: Thursday, January 26, 2017 4:54 PM
To: Lori Bowers
Subject: 1321 Kennedy, Grand Junction

Dear Ms. Bowers:

Thank you to the City Planning Department for notifying my neighborhood of a proposed change of zoning.

As you know well, this neighborhood (which I am considering here between 12th and 15th Streets west to east, and between North and Orchard Avenues south to north) is a mixup of single family and multi-family residences, as well having two sides bordered with commercial buildings. Here I wish to focus on residential uses.

Each type of residence has a separate goal, and each goal must, I believe, be considered. For single family residents, the quiet enjoyment of their property is of particular concern in a mixed-use neighborhood. For multi-family dwellings, proximity to work, school and/or play can be more the issue.

For single family dwellings, residency is generally a longer-term affair than in an apartment, and it is in the citizen's and the community's best interest for that property to be maintained and improved to keep the area out of "slum" definition. For multi-family dwellings, residency is generally shorter-term, and in addition, residents may also be "passing through," that is, maintaining their lodging only insofar as is needed to meet another goal. Protection of their investment or maintenance of a pleasant community are not pertinent. Thereby, maintenance of multi-family units can, in my rather lengthy experience, be minimal, in order to maximize profits for the investor.

In point of fact, 1321 Kennedy clearly would profit from a power washing and new front doors. It is NOT the block's most attractive building, although it is neat and reasonably free of garbage and litter, and all windows and doors appear sound. Would upgrades to this building be part of the overall plan? [I would not like to muck my way through the swamp to the west of the building now. Would it be leveled and graveled?]

Because of allowances for half the right of way and half the alley, the current building squeaks by the zoning requirements currently in place. Although the building is old enough to have fully amortized those land-use costs to the city for rights of way that are clearly public and not of use solely to the building's residents, this should not mean that a change to higher density is now a good idea.

In our telephone conversation, you had suggested that an additional duplex is an option for this land. I have no problem with that level of additional density, however, I wonder if a variance to an R-16 designation is not a better administrative choice than a change to an R-18 designation. Currently the property houses eight residents. Adding a duplex would put it out of code by just one residence. I would support a variance to R-16 for this.

An R-18 designation might be used in future to destroy the current building and allow a much-higher density building to be constructed, although this may not be the intent at all of the present landowner and/or manager. Since I plan to be here at least another 20 years, that is a necessary consideration. I like living in a mixed-use neighborhood -- I think that the high level of pedestrian and bicycle travel here makes it safer, and I think

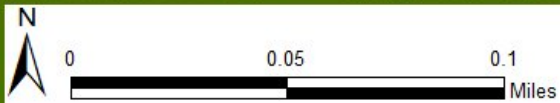
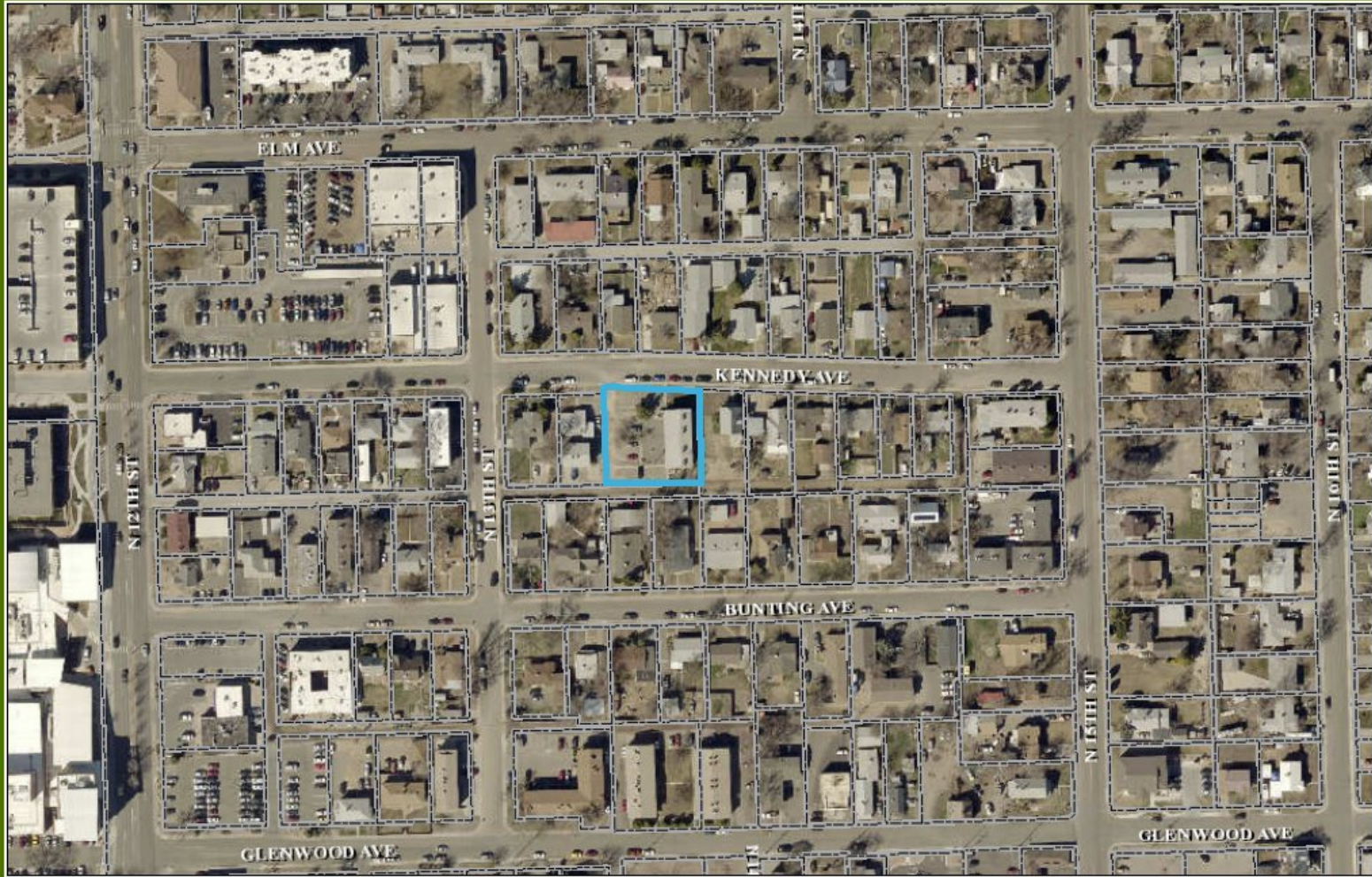
students and staff at CMU alike for that.

Thank you for allowing this area's residents the opportunity to speak to the possibilities for the future of our neighborhood. I believe the scattered islands of single families allow apartment residents a quieter place to live, while their presence allow us a safer and a more interesting one. I trust that we can keep this workable and important balance.

With best regards,

Chris Coolidge
1415 Elm Avenue

Site Location Map - 1321 Kennedy

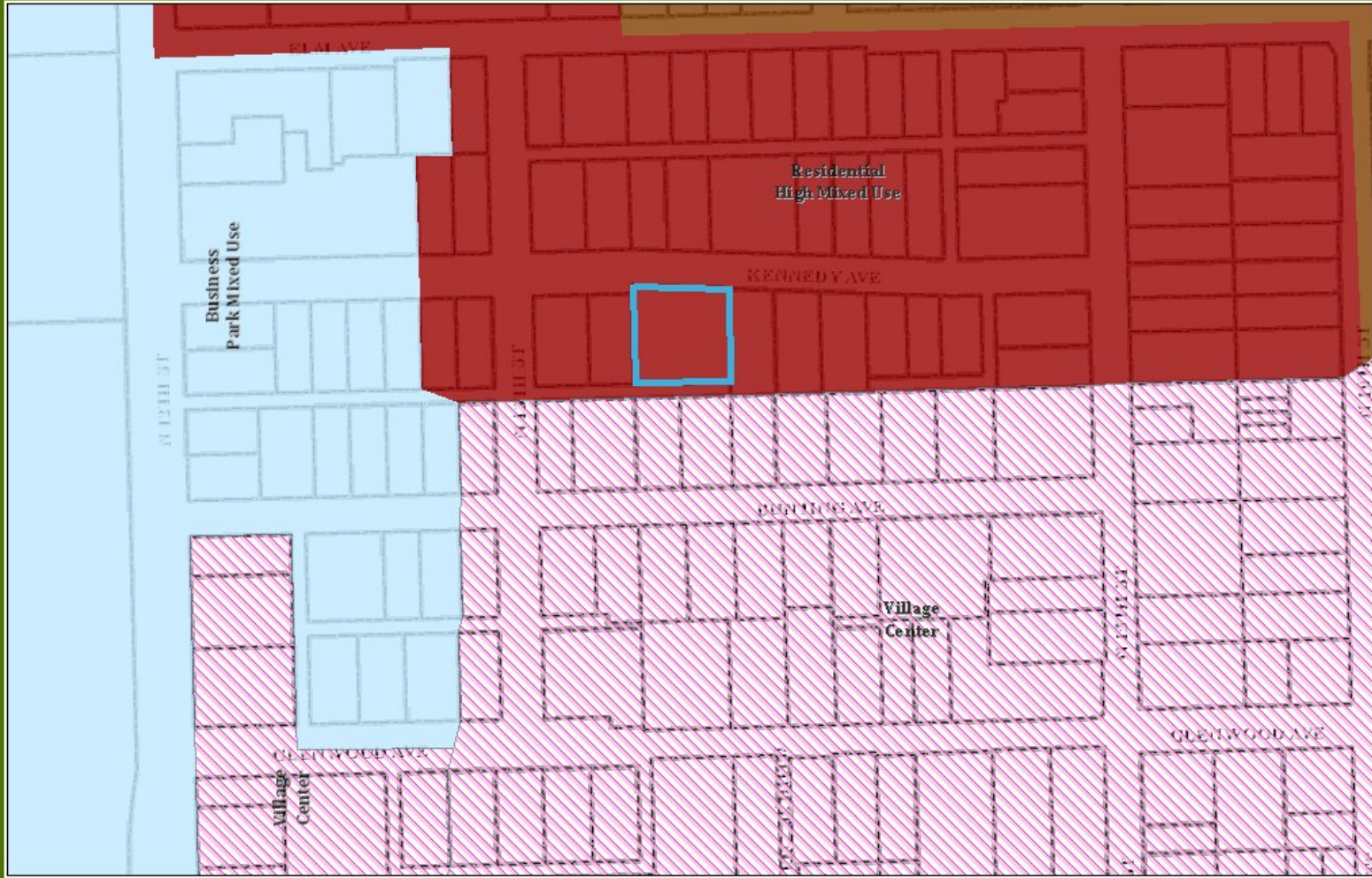


Printed: 1/27/2017

1 inch = 179 feet



Comprehensive Plan Map - 1321 Kennedy



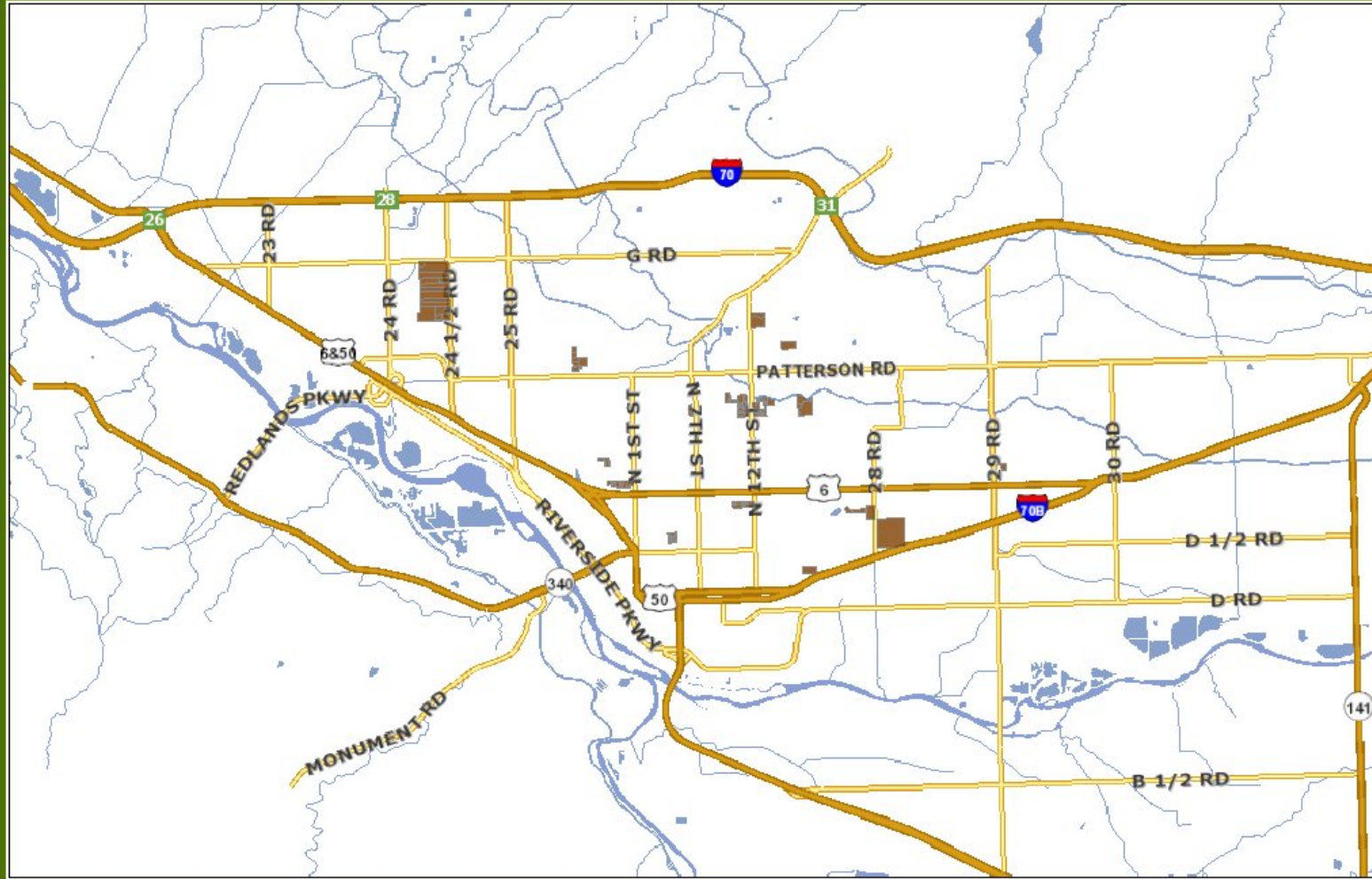
0 0.05 0.1 Miles

Printed: 1/27/2017

1 inch = 179 feet



R-24 Zoning in City Limits



Printed: 1/26/2017

1 inch = 5,732 feet



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING THE LUSBY APARTMENT COMPLEX
FROM R-16 (RESIDENTIAL – 16 UNITS PER ACRE) TO
R-24 (RESIDENTIAL – 24 UNITS PER ACRE)**

LOCATED AT 1321 KENNEDY AVENUE

Recitals:

The subject parcel is currently zoned R-16 (Residential – 16 units per acre). The Lot is approximately 0.4 acres in size. There is potential for more residential development on this lot, but the site has met its maximum density. R-24 zoning (Residential – 24 units per acre) is to provide for high density residential uses. This district allows multifamily development within specified densities, with a minimum density is 16 units per acre and no maximum density. This district is intended to allow high density residential unit types and densities to provide a balance of housing opportunities in the community.

It has been determined that there is an inadequate supply of R-24 zoned lands within the City limits, with a total of 196 acres zoned R-24 and only 45 acres vacant citywide.

In public hearings, the Planning Commission and City Council reviewed the request for the rezone and determined that the R-24 zone district meets the recommended land use category as shown on the future land use map of the Comprehensive Plan, Residential High Mixed Use, and the Comprehensive Plan's goals and policies and/or is generally compatible with appropriate land uses located in the surrounding area and is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING PROPERTY SHALL BE REZONED R-24 (RESIDENTIAL – 24 UNITS PER ACRE).

W2 N2 S2 OF LOT 7 GRAND VIEW SUB SEC 12 1S 1W EXC E 191.46FT + EXC KENNEDY AVE + EXC S 20FT FOR ALLEY AS DESC IN B-1056 P-397 CO CLERKS OFFICE

Introduced on first reading this 15th day of March, 2017 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2017 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: April 5, 2017

Presented By: David Thornton, Principal Planner

Department: Admin - Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Group Living.

RECOMMENDATION:

Planning Commission heard this item at its February 28, 2017 meeting and forwarded a recommendation of approval to City Council (6-0).

EXECUTIVE SUMMARY:

The proposed ordinance addressing Group Living and Household Living reorganizes the text, better defines terminology, establishes appropriate regulations, simplifies by removing ambiguities, establishes spacing requirements between facilities, clarifies development versus registration requirements, identifies appropriate zone districts for group living land uses and establishes decision-making authority. The proposed ordinance repeals and replaces Section 21.04.030(p) of the Zoning and Development Code (Code) which provides standards and regulations for Residential Living.

BACKGROUND OR DETAILED INFORMATION:

Over time City staff, applicants, neighbors, aggrieved parties and boards have found it difficult to understand and apply the group living provisions of the Code. The use-specific regulations and related definitions are confusing, duplicative, contradictory, uncertain and not well organized. For example, it is unclear what constitutes a group living facility as opposed to a type of multi-family housing with special amenities, like fitness facilities, activity rooms and group dining options.

In addition, the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA) prohibit (among other things) discrimination in housing. The prohibition extends to zoning and development regulations that place greater restrictions or burdens on group homes for any protected class (e.g., age, disability, gender, race, religion). In addition, state law does not allow Colorado towns and cities to exclude group homes from residential zone districts. The category of group living that is affected by these laws is the category of “group living facilities,” because the residents are typically in a protected class. Fraternities, sororities, boarding houses and other group living, such as dormitory style housing, are generally not protected by these laws because the residents are not typically in a protected class.

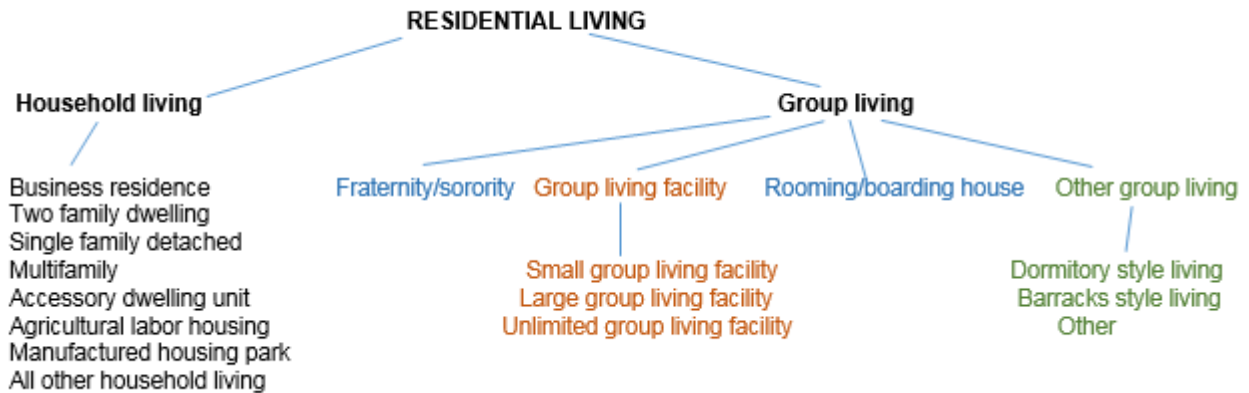
Since federal and state law do not allow local government to zone or regulate group homes out of residential areas or to impose restrictions on group living that do not apply to other types of residential land uses, it has been the City's policy to apply regulations that help integrate group living facilities into residential neighborhoods while protecting the residential character of the neighborhoods where group homes may be located.

To address these issues, planning staff held several workshops with the planning commission and met with a focus group consisting of individuals who own and/or manage small, medium and large group living facilities in our community to discuss how to improve the regulations.

The attached ordinance is the outcome of these meetings and workshops. It is intended to:

- eliminate outdated and unnecessary text,
- better organize the text so that the requirements and processes are more clear,
- promote the integration of group living into City neighborhoods while protecting their residential character,
- allow new types of group living that are currently prohibited (such as fraternities and sororities and dormitory style living) while creating regulations and processes to ensure adequate protection for the peace and quiet enjoyment of residential neighborhoods, and
- ensure that neighbors of group living homes and facilities have a process and a forum to register undesirable neighborhood impacts.

In the proposed ordinance, there are four categories of group living 1) fraternity/sorority, 2) group living facility, 3) rooming/boarding house, 4) “other group living” which includes dormitory style living but could also include other types of non-traditional housing not yet considered. Here is an illustration of the types of residential living proposed with these text amendments:



Three of these subcategories -- fraternity/sorority, rooming/boarding house, other group living – address types of living we expect to see more of in the community given demographic pressures. To preserve the character of residential neighborhoods, special (“use-specific”) standards and requirements are carried over from the previous code for group living facilities, with some modifications, and new ones are proposed for the first and third categories (fraternities/sororities and rooming/boarding houses); also proposed are geographic limitations on where fraternities and sororities can be located (within 500 feet of the CMU campus only). The fourth category, other group living, there is generally no use-specific regulations proposed, just increased parking standards and zone limitations.

Demographic pressures such as growth of CMU, increased homelessness and the lack of affordable traditional housing are causing developers to get creative with housing options. Dormitory style and other congregate living are expected to become more common in the community. In dormitory style living found in a multi-unit development, residents have exclusive access to a bedroom, but share other living areas. These may look very much like apartments, but rental is by the bedroom rather than by the unit. The proposed ordinance allows such types of living, but establishes specific parking requirements (.8 parking spaces per bed) to help mitigate neighborhood impacts.

The proposed ordinance is attached, see Attachment 4.

FISCAL IMPACT:

Not Applicable

SUGGESTED MOTION:

I move to (approve or deny) Ordinance No. 4744 - An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Group Living on Final Passage and Order Final Publication in Pamphlet Form.

Attachments

1. Planning Commission Staff Report
2. Draft Planning Commission Minutes
3. Email from Gail Howe, CMU
4. Proposed Ordinance Group Living



PLANNING COMMISSION AGENDA ITEM

Date: February 14, 2017

Author: Dave Thornton and Shelly Dackonish

Title/ Phone Ext: Senior Planner/x1442; Sr.

Staff Attorney/x4042

Proposed Schedule: Planning Commission –

February 28, 2017

City Council 1st Reading – 15, 2017

2nd Reading (if applicable): April 5, 2017

File # (if applicable): ZCA-2012-355

Subject: Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Group Living

Action Requested/Recommendation: Forward a Recommendation to City Council on an Ordinance Amending the Zoning and Development Code

Presenter(s) Name & Title: David Thornton, Principle Planner

Executive Summary:

The proposed ordinance repeals and replaces Section 21.04.030(p) of the Zoning and Development Code (Code) which provides standards and regulations for Group Living Facilities.

Background and Analysis:

Background. Over time City staff, applicants, neighbors, aggrieved parties and boards have found it difficult to understand and apply the *group living* provisions of the Code. The use-specific regulations and related definitions are confusing, duplicative, contradictory, uncertain and not well organized. For example, it is unclear what constitutes a *group living facility* as opposed to a type of multi-family housing with special amenities, like fitness facilities, activity rooms and group dining options.

To address these issues, planning staff held several workshops with the planning commission and met with a focus group consisting of individuals who own and/or manage small, medium and large group living facilities in our community to discuss how to improve the regulations. Specifically, staff held meetings as follows:

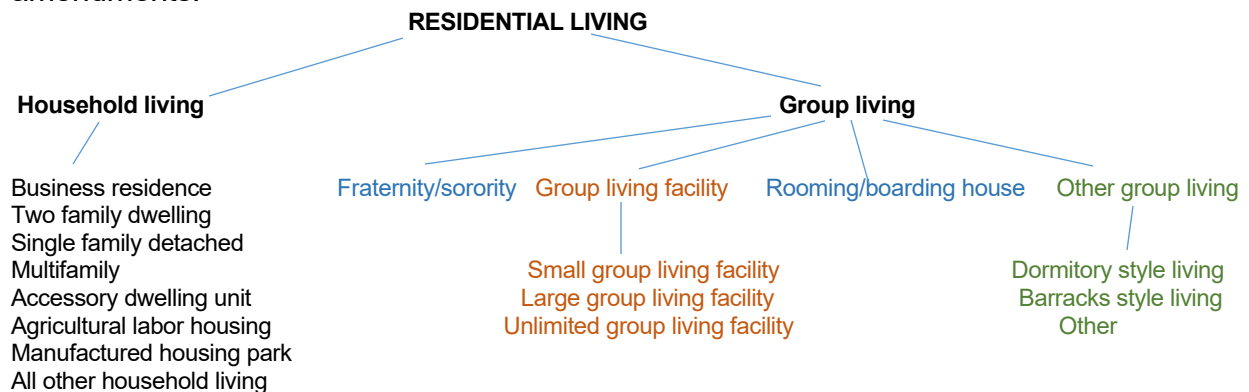
3/3/2016 Planning Commission Workshop
 5/19/2016 Planning Commission Workshop
 7/8/2016 Focus Group
 9/14/2016 Focus Group
 9/22/2016 Planning Commission Workshop
 11/3/2016 Planning Commission Workshop

The attached ordinance is the outcome of these meetings and workshops. It is intended to, and in staff's opinion does:

- eliminate outdated and unnecessary text,
- better organize the text so that the requirements and processes are more clear,
- promote the integration of group living into City neighborhoods while protecting their residential character,
- allow new types of group living that are currently prohibited (such as fraternities and sororities and dormitory style living) while creating regulations and processes to ensure adequate protection for the peace and quiet enjoyment of residential neighborhoods, and
- ensure that neighbors of group living homes and facilities have a process and a forum to register undesirable neighborhood impacts.

There are two categories of residential land uses in the Code: *household living* and *group living*.¹ Household living centers around the family unit; it can be single-family or multi-family. Group living accommodates unrelated people living together into a single living unit. Currently rooming/boarding houses are treated as household living in the zone/use table even though they do not meet the definition of household living. The proposed text amendments would treat rooming/boarding houses as a type of group living.

In the proposed ordinance, there are four categories of group living 1) fraternity/sorority, 2) group living facility, 3) rooming/boarding house, 4) "other group living" which includes dormitory style living but could also include other types of non-traditional housing not yet considered. Here is an illustration of the types of residential living proposed with these text amendments:



Three of these subcategories are new² -- fraternity/sorority, rooming/boarding house, other group living – but address types of living we expect to see more of in the community given demographic pressures. To preserve the character of residential neighborhoods, special (“use-specific”) standards and requirements are carried over from the previous code for *group living facilities*, with some modifications, and new ones are proposed for the first and

¹ *Shelters* and *lodging* are not considered residential land uses because they provide only temporary shelter (based on a tenancy of less than 30 days).

² Rooming/boarding houses have been listed in the zone/use table but not defined or addressed in terms of development standards.

third categories (*fraternities/sororities* and *rooming/boarding houses*); also proposed are geographic limitations on where fraternities and sororities can be located (near the CMU campus only). The fourth category, *other group living*, is discussed in more detail below, but generally no use-specific regulations are proposed, just increased parking standards and zone limitations.

The second category, *group living facilities*, has been subject to use-specific regulations since the 2001 Code was adopted. Group living facilities provide important services in our community by creating a home environment with needed in-home services for those who cannot live on their own. State law governs and regulates the delivery of the social, mental health and other professional services provided to protected individuals in the group home setting. These aspects of regulation are pre-empted by state law; in other words, the City cannot regulate the health and other professional services and standards for provisions of such services offered at the home. Rather, zoning and development laws generally deal with the externalized effects of development and land uses.

Section 21.04.030(p) contains the use-specific regulations for group living. The proposed ordinance adds two new subsections -- one for fraternities/sororities and another for rooming/boarding houses – and simplifies and reorganizes the existing text covering *group living facilities*. Because of the text reorganization, a redline of the text would be confusing and ultimately not helpful, so the proposed ordinance repeals and replaces Section 21.04.030(p).

Legal Issues:

The Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA) prohibit (among other things) discrimination in housing. The prohibition extends to zoning and development regulations that place greater restrictions or burdens on group homes for any protected class (e.g., age, disability, gender, race, religion). In addition, state law does not allow Colorado towns and cities to exclude group homes from residential zone districts. The category of group living that is affected by these laws is the category of “group living facilities,” because the residents are typically in a protected class. Fraternities, sororities, boarding houses and other group living, such as dormitory style housing, are generally not protected by these laws because the residents are not typically in a protected class.

Since federal and state law do not allow local government to zone or regulate group homes out of residential areas or to impose restrictions on group living that do not apply to other types of residential land uses, it has been the City's policy to apply regulations that help integrate group living facilities into residential neighborhoods while protecting the residential character of the neighborhoods where group homes may be located.

Analysis.

The analysis here is a higher level overview of the proposed changes; for more detail, please consult the attached table of changes, which describes each change and the reason for it.

Fraternities and Sororities

The current Code prohibits groups of more than 4 unrelated persons living in a single dwelling unit³ unless they meet the definition of a group living facility, which a fraternity or sorority house does not meet. Colorado Mesa University now has two sororities (Alpha Sigma Alpha and Gamma Phi Beta) and two fraternities (Kappa Sigma and Theta Xi), and is looking to expand collegiate “Greek life” to include more organizations over the next few years. At present these chapters do not offer housing for their members, and the University’s plan is to house members on campus in special dorms. However, once a fraternity or sorority is formed, it is up to the fraternal organization, and not the university, whether to create *off-campus* housing for the chapter. The fraternal organization can, like any other entity, purchase, lease and manage real property for its members.

Given that, a new group living category is proposed that would allow fraternity/sorority housing in a limited area (in certain zone districts within 500 feet of the core campus), and require annual registration and compliance with specific standards intended to protect neighborhood character and integrity. The “core campus” is the area from 7th to 12th Streets between Orchard and North Avenues, plus the area of the former Community Hospital campus from College Place to 12th Street between Walnut and Orchard Avenues. These requirements apply only to *off-campus* fraternity and sorority houses; campus housing is not regulated.⁴

Off-campus fraternal housing is required to:

- (a) be located within 500 feet of the core campus and in a residential zone;
- (b) register annually with the City and provide proof of good standing with the fraternal organization and with the university;
- (c) meet density requirements of the zone district, but have no more than 35 residents in a single residence or 4 in a single room;
- (d) provide sufficient off-street parking, space per occupant, buffering and screening (specifics are in the ordinance);
- (e) meet all fire, health, building and safety codes;
- (f) keep date on the number of police/emergency calls to the house each year; and

In addition, there is a process for neighbors to register complaints and for the Director to consider those when reviewing the annual registration. The process and requirements in this regard are similar to those for group living facilities.

The text was developed borrowing from other cities’ rules for fraternity/sorority housing. It was sent to the Greek advisor at Colorado Mesa University in September of 2016. CMU’s Assistant Director of Student Life has commented that the proposed regulations are “very fair and equitable.”

³ A dwelling unit is one or more rooms designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family or group of four or fewer unrelated persons maintaining a household.

⁴ On-campus housing would be created by and subject to the regulations of the University administration as well as those of the fraternal organization.

Group Living Facilities

Text reorganization. Because of the way the current text is organized, it has been difficult for planners, applicants and neighbors to know what the processes are, what is required at what stage of the process, and what standards apply at those stages. For example, group living facilities must obtain a land use approval and also must register annually, but the text unclear as to which requirements relate to land use permitting and which relate to the registration, and/or how the two processes inter-relate. Because of this it is unclear to affected neighbors when and how to raise objections or concerns about the application and the applicable law. The text has been reorganized so as to make these things clearer.

Defining “group living facility”. The new text clarifies that a *group living facility* is characterized by unrelated persons living together and receiving professional services, assistance with daily living and/or care in the home setting. This is distinguished from retirement or other living that is more like apartment living with some limited on-site amenities, such as fitness centers, common social and/or dining areas, without any on-site treatment or care. In the latter case, if the individual living units have some cooking facilities, the facility would be considered multi-family, like an apartment; if cooking facilities are shared, it would be considered “other group living.” Other group living is discussed below.

Simplification. Several pages of text are removed from the *group living facility* regulations. Various facility-type distinctions and definitions that were drawn directly from state statutes are eliminated. Such definitions are useful in the state regulatory scheme, the purpose of which is to regulate the professional care given to residents with disabilities and special needs. But they have not proven useful from a land use regulatory perspective, and they tended to create unnecessary ambiguities that were confusing to applicants, neighbors and the general public. The zoning and land use regulations do not depend upon the professional services or the type of special needs shared by the residents, so these definitions were not necessary or useful. There are two exceptions to this: group living by sex offenders, and housing for individuals detained for criminal offenses. The special requirements for these types of group living facilities are maintained in the new text.

Spacing requirement. Group living facilities have been required to be at least 750 feet apart, with no guidance on how the spacing should be measured. Different measurement methods have been proposed by different applicants at different times, and the Director has had no guidance in the code text as to which to apply. The proposed amendments use the means of spacing measurement as that used for liquor establishments. In addition, the spacing requirement is made applicable only to facilities in lower density zone districts (R-R to R-8); in zone districts where multifamily development is common, spacing is inapplicable. The density limitations of the zone district are sufficient to mitigate impacts related to intensity.

Development vs. registration requirements. Under the current text it is confusing to applicants and neighbors what requirements apply to the initial land use application and permit and which apply to the annual registration. This confusion has bogged down the

review process. The proposed amendments clearly delineate the two different processes and spell out which requirements and processes apply when. For example, it is now clear that spacing and architectural standards are reviewed at the time of the initial application and cannot be retroactively applied to a facility that has been permitted, established and continued in place for a year or more. The Director can, however, still review these annually and if necessary abate any changes made during the previous year that do not comply with the Code, the permit terms or state license requirements.

Decision-making authority. Under the current text, it is uncertain who has the decision-making authority in some circumstances. For example, a planner can “refer” certain applications to the Planning Commission, but there are no criteria or other meaningful guidance on what triggers such a referral. This unfettered discretion leaves the City exposed to potential liability, and creates uncertainty in the process that hinders applicants, affected neighbors and staff. It also may run afoul of the ADA and FHA. The proposed amendments make clear that a land use application for a group living facility will be decided by the Director administratively, with a right of appeal to the planning commission. Likewise, the current text gives the Director discretion to “refer” the decision whether to renew a facility’s annual registration. Although there are some criteria given, they are very broad and do not provide adequate guidance to the Director on whether/when to refer the decision to the Planning Commission. It also leaves unclear what aspects of the decision are for the Planning Commission and what are for the Director. It should be clear to the applicant, to City staff, and to affected neighbors who the decision maker is in each process. Because it is an annual renewal, a “referral” could suspend the status of a facility’s land use permit for an uncertain and unduly long period of time. It affords better and more clear due process for the Director to conduct the annual registration review and make the decision, with a clear right of appeal to the Zoning Board of Appeals, so that is the process provided in the amended text. To summarize, in all cases except one, the initial application and the annual registration is decided by the Director, with a right of appeal to the Zoning Board of Appeals. The single exception is for sex offender housing, for which the Planning Commission hears and decided the initial application and the Director decided the annual renewal, with required in put from the Corrections Board. This remains consistent with the current Code. The ADA is not implicated because sex offenders are not in a protected class, and because the decision to “refer” is not discretionary but mandated, there is little potential for legal challenge based on abuse of discretion.

Rooming/Boarding House

Rooming and boarding houses have been mentioned in the zone/use table but not defined or otherwise regulated. Though listed in the current zone/use table under “household living,” rooming/boarding houses do not meet the definition of household living. The proposed amendments define a rooming/boarding house as a type of group living (thus respecting the Code’s definition of household living) and create development standards that are intended to protect residential neighborhoods from adverse impacts, including minimum lot area minimum per resident, increased parking requirements, and a density calculation of two rented rooms equal one dwelling unit. A neighborhood meeting is

required. Rooming/boarding houses are currently allowed in the R-8 through R-24 residential zone districts and in the R-O, B-1, B-2 and C-1 zone districts; no changes are proposed to that.

Other Group Living

Other types of non-household living are likely to become increasingly common with the continuing growth of Colorado Mesa University and with attempts to address the problems of increasing homelessness. Dormitory and “barrack” style living may provide living options that more people can afford. Dormitory style living is essentially the renting of a bedroom, with access to shared living, kitchen, dining and bathroom areas. Since the types of uses may be unusual and the neighborhood impacts more difficult to anticipate and/or more dependent upon specific circumstances, staff proposes allowing such uses only in the denser residential zone districts, and requiring a conditional use permit in zone districts that may allow multi family but are still primarily characterized by single family homes (R-5 and R-8). This would give neighbors an opportunity to participate in a public hearing on each specific project regarding neighborhood compatibility, use and quiet enjoyment of their property, neighborhood character and other types of protections, and give the planning commission the opportunity to impose conditions on the project that would enhance these protections. In higher density residential districts where multi-family development is allowed and is also more common, no CUP requirement is proposed. However, increased parking requirements (.8 spaces per bed) are proposed for *other group living* (including but not limited to dormitory style living) wherever they may be located. Density is calculated at 2 beds = 1 dwelling unit.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Group living facilities can range from small home type settings to large care facilities; offering a variety of services for people who cannot live on their own. They can provide housing for young adults, housing for college students or for those people desiring similar type housing. Services can include, but are not limited to medical care, therapy, supervision, transportation, social activities and security. The proposed amendments consider and provide for the needs of a variety of housing types.

Goal 6: Land Use decisions will encourage preservation and appropriate reuse.

Existing houses and other buildings can be reused for group living facilities, whether sororities/fraternities, homes for physically/mentally challenged citizens or elderly or rooming/boarding houses allowing them to integrate into existing neighborhoods, minimizing the impact.

Board or Committee Recommendation:

The Planning Commission will make a recommendation to City Council on February 28, 2017.

Other issues:

No other issues have been identified.

Previously presented or discussed:

The Planning Commission discussed amending the group living section of the code at workshops on March 3, 2016, May 19, 2016, September 22, 2016 and November 3, 2016. These workshops included broad policy discussions, review of various drafts of proposed changes, and discussion of the findings and recommendations of the focus group. Over the course of those workshops the attached ordinance was developed. The Planning Commission reviewed this report and the present iteration of the ordinance at the workshop on February 23, 2017.

STAFF RECOMMENDATION:

I recommend that the Planning Commission forward a recommendation of approval of the requested Group Living Facility Code Amendment, ZCA-2012-355, to the City Council with the findings and conclusions described in this staff report.

RECOMMENDED PLANNING COMMISSION MOTION:

Madam Chairman, on the Group Living Code Amendment, ZCA-2012-355, I move that the Planning Commission forward a recommendation of the approval for the Group Living Code Amendment with the findings of fact, conclusions, and conditions listed in the staff report.

Attachments:

Group Living Text Amendment Summary Table
Ordinance

GROUP LIVING TEXT AMENDMENTS SUMMARY TABLE

Ref #	Former Section Number	New Section Number	Subject Matter	Description of change	Reason(s)
			§21.04.030(p)	USE SPECIFIC STANDARDS FOR	GROUP LIVING
1	§21.04.030 (p)(1)		calculating density	Moved	More logical organization
2	§21.04.030 (p)(2)	§21.04.030 (p)	definition and subcategories of group living	Moved; clarified that group living facilities are characterized by on-site care/supervision; added other types of group living	Definition better clarifies among the categories of household and group living, and among the subcategories of group living.
2a	§21.04.030 (p)(2)	§21.04.030 (p)	definition and subcategories of group living	Included foster child and parent, regardless of whether adoption is in process, in definition of "related"	Foster parents prefer to be considered a family and not a group living facility under the zoning code even where the foster child is not being adopted. This makes sense in terms of neighborhood impacts, which are substantially the same as with natural families. With this change foster parents will <u>not</u> have to register annually or comply with municipal group living zoning standards.
3	§21.04.030 (p)(2)	§21.04.030 (p)	prohibition of unrelated persons living together	Allow other types of group living not defined in the code with a CUP, including dormitory style living in R-5 and R-8. Allow Dormitory Style Living without a CUP in the R-12, R-16, R-24, R-O, B-1, B-2, C-1, M-U and BP zone districts.	To allow for the possibility of other types of group living, such as dormitory style living, not yet contemplated, allowing them in higher density residential and mixed use zones and allowing them with a CUP in R-5 and R-8. The CUP will help address neighborhood compatibility and gives neighbors an opportunity to be heard at a public hearing. See also #85, #103, #117 and #118 below.
			§21.04.030(p)(1)	FRATERNITY/ SORORITY	(NEW SUBSECTION)
4	n/a	§21.04.030 (p)(1)	Fraternity/sorority houses	To allow such housing (which is not allowed under current code) on or within 500 feet of core campus (core campus area is specifically defined; see map and description in proposed Ordinance); in R-4 through R-24 zone districts (not allowed in other zones)	CMU has two fraternities and two sororities now and is looking for more; CMU wants Greek housing to be on campus, but does not control this (chapters can purchase/lease housing for their members off campus); to protect quiet enjoyment of residential neighborhoods farther from campus.
5	n/a	§21.04.030 (p)(1)(i)	Definition, fraternity / sorority living	Defines as a house occupied by members of a fraternal organization in good standing with the national organization	To ensure that the group is cohesive and governed by some internal standards of behavior, rather than just a loosely associate large group of friends or roommates.

				and the university	
6	n/a	§21.04.030 (p)(1)(iii)	Density	Allows fraternal housing to exceed maximum density of zone district so long as parking, minimum square footage, maximum occupancy, buffering, screening and other requirements of ZDC are met. *	Other standards ensure adequate space, buffering, parking and other density- related factors are mitigated and minimized to protect character of neighborhoods within 500 feet of core campus. *
7	n/a	§21.04.030 (p)(1)(iv) (A)	Parking	Require off-street parking at 1.5 spaces for each sleeping room (limit of 4 beds per sleeping room), plus 1.5 spaces for every 4 non-resident members of the chapter, plus 1 space for every 3 staff. *	To minimize parking congestion on the public streets. *
8	n/a	§21.04.030 (p)(1)(iv) (B) and (C)	Interior space	Requires residential structure to have at least 100 square feet per resident; limits number of residents to 35; Limits number of beds in individual room to 4. *	To minimize crowding inside the structure as crowding tends to spill effects outside the structure into the neighborhood (more outdoor living activities). *
9	n/a	§21.04.030 (p)(1)(iv) (D)	Buffering and screening	Require a 6' tall solid fence and an 8' wide landscape strip abutting non-fraternity/sorority property. *	To buffer against noise and other impacts. *
10	n/a	§21.04.030 (p)(1)(v)	Review process	Land use application requires neighborhood meeting and notice to neighbors. Director decides; appeal to ZBOA. *	Same as process for other group living development. *
11	n/a	§21.04.030 (p)(1)(vi)	Annual registration	Require annual registration and compliance with rules and standards. *	Opportunity for neighborhood issues that may occur over time after the establishment of the fraternity/sorority house to be addressed. Substantially similar to process for other group homes. Also, to ensure continued good standing with university and national fraternity. *
12	n/a	§21.04.030 (p)(1)(vi)(A) through (G)	Annual registration	Requires annual proof of good standing, documentation of compliance with laws, codes and rules; statement of administrative activities of the house; proof that parking requirements are met; documentation of number of residents, total square footage of residence, number of sleeping rooms and beds; documentation of calls for emergency or police service to the home. *	To ensure continuing compliance with applicable laws, zoning regulations and fraternal and university rules and to allow city staff to evaluate on-going neighborhood impacts. Substantially similar to annual registration requirements for group living facilities. *
	n/a	§21.04.030	Revocation	Land use permit can be revoked if	To provide a remedy for adverse neighborhood

13		(p)(1)(vii)		foregoing standards not met, without waiving other enforcement opportunities of the city. *	impacts. Substantially similar to provisions for other group living. *
14	n/a	§21.04.030 (p)(1)(viii)	Annual inspection	Requires house to permit annual inspection by building, fire and code enforcement to ensure compliance with standards. *	To protect safety of residents and neighbors. Substantially similar to requirements for other group living. *
15	n/a	§21.04.030 (p)(1)(ix)	Validity period 1 year	Permit for fraternity/sorority house valid for 1 year, will be renewed by Director if standards, requirements continue to be met and that the facility does not adversely affect the neighborhood. *	Means of monitoring ongoing neighborhood impacts and remedy if they prove to be excessive. Substantially similar to requirements for other group living. *
16	n/a	§21.04.030 (p)(1)(ix) (G)(a) through (d)	Criteria for evaluating neighborhood effects of fraternity /sorority, off-campus	Criteria for determining neighborhood effects: public facilities not overburdened by the facility; no unreasonable interference with peace, quiet, dignity of neighborhood; no dangerous or unsafe conditions due to the facility or to criminal acts or residents or excessive emergency calls to the house. *	Means of monitoring ongoing neighborhood impacts and remedy if they prove to be excessive. Substantially similar to requirements for other group homes. *
17	n/a	§21.04.030 (p)(1)(x)	Appeal of decision on renewal	Allows anyone aggrieved by Director's decision to renew or non-renew or to impose a condition of renewal to appeal to the ZBOA.	Redress of grievances, due process
				*Applies only to off-campus housing. Housing on campus will be designed by CMU to fit the campus and subject to CMU's rules, so no need for municipal regulation. Also university housing likely exempt from such requirements and municipal review under state law.	
			§21.04.030(p)(2)	GROUP LIVING FACILITIES (GLF)	
18	§21.04.030 (p)(2)(i) §21.04.030 (p)(4)	§21.04.030 (p)(2)(i)(A)	Definition, group living facility	Moved provision that community corrections facilities are not group homes but rather are institutions that are not allowed in residential zone districts.	Public has been confused that group homes are or may be the same thing as corrections facilities; so this provision needs to be in a more prominent and logical place in the regulations. Corrections facilities continue to be allowed in the zone districts they were allowed in previous under the Use Table, none of which are residential zones.
	§21.04.030	§21.04.030	Definition, group	Add distinction between group home and	This distinction is not new; it has been in the code in

19	(p)(2)(i)	(p)(2)(i)(A)	living facility	shelters and between group homes and lodging.	another section (§21.04.020(b)) where a general definition of group living is given. It will be helpful to also include it here as the question of how to characterize shelters comes up fairly frequently.
20	§21.04.030 (p)(2)(i)	§21.04.030 (p)(2)(i)(A)	Definition, group living facility	Deleted “a separate City license is not required”	Statement does not relate to defining group living; also it was confusing to the public given that group homes were, and are, required to register annually with the City. The land use application and regulation process speak for themselves.
21	§21.04.030 (p)(2)(i) (A) through (C)	§21.04.030 (p)(2)(i)(B) through (D)	Categories of group homes based number of residents	Unlimited group home still 17+ residents; large group home now 10 to 16 residents, used to be 9 to 16); small group living facility now 5 to 9 residents, used to be 5 to 8. Text describing these is simplified.	Text simplified for clarity. Change in the number of residents in the small and large categories is to accommodate increasing demand for group living, at the request of the industry. (Small GLFs are allowed in more zone districts.) Density restrictions will still apply in each zone district.
22	§21.04.030 (p)(2)(iii)(A)	n/a	Definition of facility	Deleted	Definition has not been helpful in practice, and the provision can be too limiting to administer effectively. Group living facilities may be more like campuses and may function over more than one lot, which there may be good reasons not to combine. Given the spacing requirement, this may result in not allowing what would otherwise be an acceptable expansion of a group living facility.
23	§21.04.030 (p)(2)(ii) (B)	n/a	Special definition of “use” for group living	Eliminated the broad, unusual definition of land use that makes the “use” particular to the “mission” of the group home and to the identity of the landowner and/or the individuals who run the home.	Existing definition is confusing, unhelpful, impractical to implement. It unnecessarily burdens group homes with reporting requirements. It also conflicts with other provisions, such as those governing the annual registration requirements. The “mission” of the group home does not bear upon zoning and land use considerations (such as neighborhood character/impacts). There are no regulations that apply to one type or “mission” and not the others; the regulations are neutral in this regards, except in the limited exception of group living for sex offenders. A “change in the organization” is unclear and too broad for reasonable reporting requirements. Land use regulation is not typically particular to the identity of a landowner or operator of the facility; as long as the permit terms and rules are met, such identity does not matter. Annual registration is enough to ensure

					contact(s) for the facility are updated regularly.
24	§21.04.030 (p)(2)(ii) (C)	n/a	Definition of structure/building	Deleted from this section.	Superfluous text. Terms are already defined, and there is no need to redefine the terms just for group living facilities.
25	§21.04.030 (p)(2)(ii) (D)	§21.04.030 (p)	Definition of "related"	Moved and expanded to include foster child/parent whether or not the child is in the process of being adopted by the foster parent	Definition is integral to what a group living facility is, so it's important to address it in that location in the code. Reason for other change described in #2a above.
26	§21.04.030 (p)(2) (iii)	n/a	State licensure requires registration as a group living facility	Deleted.	Internally inconsistent, and inconsistent with other definitions and requirements. For example, a state license may be required for foster care, but a foster family is not required to register as a group home under the proposed text amendments. Also, state licensure is for the purpose of ensuring proper care for the residents, not for zoning impacts. Whether the state requires a license for the facility has, by itself, no bearing on neighborhood impacts; so there is no reason for state licensure, by itself, to dictate or trigger zoning and development requirements. The Code should be self-referential in this regard.
27	§21.04.030 (p)(2) (iii)	n/a	Group living facilities may or may not be licensed by the state.	Deleted.	Unhelpful. Group living facility is defined without reference to state licensure. While this may be true as a statement, there is no regulatory value to including it in the regulations.
28	§21.04.030 (p)(2) (iv)	§21.04.030 (p)	Prohibition of unpermitted group living	Moved	Fits more logically at the beginning of the section where group living is defined, in terms of both content and importance.
29	§21.04.030 (p)(3)	§21.04.030 (p)(2)(ii) (E)	Accessory uses	Moved	More logical placement; better organization.
30	§21.04.030 (p)(3)	n/a	Referral to the planning commission	Eliminated	Improper in terms of procedural process. Regular appeal process should (and will) apply; no reason to create a special appeal or "referral" process on a limited part of an overall land use application. It's impractical to have one aspect of a group living facility addressed by the planning commission and the rest of the application decided by the Director.
31	§21.04.030 (p)(4)	§21.04.030 (p)(2)(i)(A)	Corrections facility	Moved	See #18 above

			not a group home		
32	§21.04.030 (p)(4)	n/a	Director may refer question of compatibility with neighborhood to the planning commission	Eliminated	“Compatibility with the neighborhood” is not an applicable standard except with a CUP, which automatically goes to the planning commission anyway. There are no criteria to guide the Director as to which applications to refer to the commission, which creates potential exposure to legal challenge.
33	§21.04.030 (p)(4)(i) through (xxi)	n/a	List of examples of various types of group living facilities, based on types of services received/needed by residents	Eliminated	This list is not helpful to applicants, neighbors or staff; it creates confusion and has no bearing upon what regulations apply. Land use regulations do not vary according to the type of home, except in the limited instance of higher-risk population of sex offenders, which the law allows cities to treat differently. Focus group agreed that this list serves no regulatory purpose and only creates confusion. It is preferable to define group living generally and treat group homes the same. Also, the definitions of the various types are taken from state regulations and statutes, which change over time and make our definitions outdated and even more confusing. Also some of those listed are shelters or lodging rather than group homes under our code.
34	§21.04.030 (p)(5)	§21.04.030 (p)(2)(ii)(G)	Standards for group living in commercial zones	Moved to section governing applicable standard. Defer to standards of underlying zone district for group homes in commercial zones. Eliminate reference to “incompatibility with residential neighborhoods.”	More logical placement/better organization of text. Clarified that group living facilities in commercial zones must comply with the standards of the zone district, rather than merely referencing what standards <i>don’t</i> apply. Referencing what standards <i>don’t</i> apply is insufficient notice to applicants of requirements. Reference to compatibility with neighborhood is vague and confusing to applicants, neighbors and difficult for the Director to apply uniformly. Easier for applicants to find what standards apply to their development and address them in their applications.
35	§21.04.030 (p)(5)	§21.04.030 (p)(2)(ii)(H)	Standards for group living in residential zones	Changed negative references (what standards <i>don’t</i> apply where) to positive references (what standards do apply where)	Saying what standards do apply gives more useful information to an applicant than referencing what standards don’t apply. Easier for applicants to find out what standards apply to their development and address them in their applications.
36	§21.04.030 (p)(6) and (6)(ii)	§21.04.030 (p)(2)(vi)	Requiring annual registration for group living	moved	More logical location for this is where registration requirements are discussed. Current code is confusing as to what requirements relate to registration and which

			facilities		relate to land use approval. Re-organization of the text is proposed to clarify this.
37	§21.04.030 (p)(6)(i) §21.04.030 (p)(12)(iii)	n/a	Transitional victim homes	Deleted	Because they house people for fewer than 30 days, transitional victim homes are shelters (if very large) or community services (if smaller) and not group living facilities under the applicable definitions, under both the current code (§21.04.020(b)(1)) and under the proposed amendments (same section). Thus this text is in error and/or creates directly conflicting legal standards. Registration requirements do not apply to shelters and community services. Shelters and community services are only allowed in certain zone districts (see zone/use table).
38	§21.04.030 (p)(7)	n/a	Continuance of group living facilities prior to January 21, 2001	Deleted.	Nonconformities are extensively covered by Chapter 21.08 of the Code. Chapter 21.08 deals with all the aspects of nonconformities addressed in §21.04.030(p)(7). There is no need to have special nonconforming provisions for the particular limited subcategory of group living facilities. Removal of this section simplifies the code, eliminates duplication of provisions and eliminates conflicts among different code sections.
39	§21.04.030 (p)(7)(iii)	n/a	Continuance of group living facilities prior to January 21, 2001, Planning Commission approval	Deleted "...and the expansion shall be subject to approval by the Planning Commission after public hearing" as part of the deletion referenced in #38 above.	It is unnecessary and awkward to refer expansion of old or nonconforming group living facilities to the Planning Commission for decision, when all other aspects of the group living facility review are administrative. It is also confusing for applicants, aggrieved parties and staff because it is unclear whether the Commission is limited to review of the expansion only, or can also review and decide other aspects of the facility and/or nonconformity.
40	§21.04.030 (p)(8)	§21.04.030 (p)(2)(v)	Director's approval of annual registration	Moved	More logical place for this is in the section governing annual registration requirements.
41	§21.04.030 (p)(8)(i)	§21.04.030 (p)(2)(v)(A)	Proof of state licensure upon registration	Moved	More logical place for this is in the section governing annual registration requirements.
42	§21.04.030 (p)(8)(ii)	§21.04.030 (p)(2)(ii)(A)	Spacing requirement	Moved to "standards" section	The spacing requirement belongs among the standards/requirements for the initial land use approval, not among the annual registration

					requirements. It would expose the City to legal challenge if it were to apply the spacing requirement after the use has been lawfully established for a year or more (i.e., upon a subsequent annual registration event.) The time for ascertaining spacing is when the use is first established.
43	§21.04.030 (p)(8)(ii)	§21.04.030 (p)(2)(ii)(A)	Spacing requirement	Eliminated the spacing requirement for higher density residential zones where multi-family residential is allowed, while preserving it for lower density residential zone districts	Because the zone districts allow densities at the multi-family level, it was determined that it makes little planning sense to restrict spacing of group living facilities in the naturally more dense and/or intense use zone districts
44	n/a	§21.04.030 (p)(2)(ii)(A)	Spacing requirement - measuring	Added a provision stating how the distance between facilities will be measured	There was no clear guidance formerly on how to measure the distance, resulting in confusion among applicants and neighbors and difficulty in applying the standard evenly over time. Staff opted for a well-vetted means of measuring the distance, namely, the one that is used to measure spacing of liquor establishments. The purposes of the spacing requirements in both contexts is substantially similar; namely, to avoid a concentration of the use in one certain area, and to more evenly distribute impacts of the use
45	§21.04.030 (p)(8)(iii)	§21.04.030 (p)(2)(v)(A)	Proof of compliance with applicable codes	Moved	More logical place for this is in the section governing annual registration requirements.
46	§21.04.030 (p)(8)(iv)	§21.04.030 (p)(2)(ii) §21.04.030 (p)(2)(v)(F)	Architectural design of group living facility	Added to standards section, modified in registration section	The architectural design standards belong among the standards/requirements for the initial land use approval, not among the annual registration requirements. New or different architectural standards cannot equitably be imposed after the use has been lawfully established for a year or more (i.e., upon a subsequent annual registration event.) The time for imposing architectural standards is when the use is established. Annual registration does require a showing that all permit conditions and zoning standards are met, so this would allow the Director to address architectural changes made over time that may not conform.
47	§21.04.030 (p)(8)(v)	§21.04.030 (p)(2)(ii)(E)	Administrative activities allowed	Added to standards section and moved	Added requirement to standards section in the paragraph regarding accessory uses generally allowed with a group living facility (§21.04.030(p)(2)(ii)(E)); also

		§21.04.030 (p)(2)(v)(G)			moved to the annual registration section.
48	§21.04.030 (p)(8)(vi)	§21.04.030 (p)(2)(v)(F) And §21.04.030 (p)(2)(ii)(F)	Parking requirements	Moved, and added to standards section; added requirement of proof in the form of documentation.	Parking requirements must be reviewed during the initial land use review, not just upon annual registration; so the parking requirements are referenced in the standards section and not just in the annual registration section. Requires proof in the form of documentation so the Director can review annually to ensure adequate off-street parking is maintained.
49	§21.04.030 (p)(8)(vii)	§21.04.030 (p)(2)(v)(D)		Moved	More logical in section governing annual registration requirements; restated to require proof in the form of documentation
50	§21.04.030 (p)(9)	§21.04.030 (p)(2)(ii)(D)	Minimum lot size	Moved	More logical location is in the section describing the standards and requirements for the facility. Added to paragraph specifying density.
51	§21.04.030 (p)(10)	§21.04.030 (p)(2)(ii)(H)	Services to non-residents limited	Moved	Moved to standards section, and also referenced in registration section so this can be verified annually.
52	§21.04.030 (p)(11)		Conversion of multifamily – minimum lot space per resident	Moved	First part of paragraph maintained, but moved to standards where lot area per resident is discussed.
53	§21.04.030 (p)(11)	n/a	Conversion of multifamily – neighborhood compatibility	Deleted	The second part of the paragraph requiring “neighborhood compatibility” is too vague for the Director to determine administratively; applicant should have opportunity to be heard on a criterion that is as open-ended as this one. This criterion applies to uses requiring a CUP, but should not be applied to a use by right, so it has been eliminated. If a CUP is required in a specific zone district, this criteria will already be included.
54	§21.04.030 (p)(12) and (12)(i) and (ii)	§21.04.030 (p)(2)(iv)(A)	Neighborhood meeting and notice requirements	Moved	Moved to application process section
55	§21.04.030 (p)(12)(iii)	n/a	Transitional victim homes	Deleted	See # 37 above
56	§21.04.030 (p)(12)(iv)	§21.04.030 (p)(2)(vi)(E)	Effect of neighborhood comments	Moved	As this item relates specifically to observed neighborhood impacts of a specific facility over time, it belongs in the registration section where the neighborhood impacts are discussed, and not in the

					initial land use approval section (since where the use has never been established there can be no specific impacts for neighbors to report). Having this item in the neighborhood meeting section of the regulations has resulted in much confusion and in speculation being presented as if they were relevant facts. This is not helpful to the land use review process. Discussing actual neighborhood impacts, and whether the GLF should continue to be allowed in light of them, remains relevant, so the same factors apply, just in a more specific process.
57	§21.04.030 (p)(12)(iv)	§21.04.030 (p)(2)(vi)(E)	Effect of neighborhood comments	Modified	Eliminated the word “refer” since the too-discretionary option to “refer” applications to the planning commission (without any criteria) has been eliminated. See also #30 above.
58	§21.04.030 (p) (13)	§21.04.030 (p) (2)(v)(A)	Compliance with state licensure requirements; event of conflict with City requirements	Moved	Moved to registration requirements. The applicant needs a land use approval before it can obtain a state license; therefore it is only at the time of registration that the Director can verify state licensure and compare state requirements to those of the City code and as needed modify the terms of the permit.
59	§21.04.030 (p) (14)	§21.04.030 (p)(2)(iv)(B)	GLF for adult or juvenile offenders	Moved to new section entitled “Special review” and referenced in registration section	The special review provisions are not changed substantively. Because the special review process applies at initial land use application and upon annual registration (in both the existing code and in these proposed amendments), the section is moved to the initial land use application section and referenced in the annual registration section; for clarity and better organization
60	§21.04.030 (p) (15)	§21.04.030 (p)(2)(iv)(C)	GLF for sex offenders	Moved	No substantive changes. Moved to initial land use application section for more logical organization.
61	§21.04.030 (p) (16)	§21.04.030 (p)(2)(ii) AND/OR §21.04.030 (p)(2)(v)	Application requirements	Moved/reorganized	Those applicable at time of initial land use application are moved to that appropriate section; those applicable only upon annual registration are moved to the registration section; those applicable at both times are referenced in both places; for clarity and better organization.
62	§21.04.030 (p) (16)(i)	§21.04.030 (p)(2)(v)	Valid state license	Moved	Belongs in registration section; see #58 above
63	§21.04.030	§21.04.030	Spacing	Moved	Belongs in initial application section. Director cannot

	(p) (16)(ii)	(p)(2)(ii)			retroactively apply spacing requirement after the use has been permitted and established for a year. Time to verify spacing requirements are met is at the time a GLF is initially established.
63b	§21.04.030 (p)(16)(ii)	§21.04.030 (p)(2)(ii)	Spacing	Modified	Method of spacing specified where none was specified previously, for clarity and predictability. Spacing requirement applies only in lower density residential zones (R-R through R-8), because the impacts of a more intense use can be more naturally absorbed in zones where multi-family and more intense uses are allowed and are more common (R-12 through R-24 and mixed use zone districts). Density restrictions will still apply.
64	§21.04.030 (p) (16)(iii)	§21.04.030 (p)(2)(ii) And (2)(v)	Compliance with applicable codes	Moved	For better organization and clarify, this requirement is referenced in both initial application and annual registration sections
65	§21.04.030 (p) (16)(iv)	§21.04.030 (p)(2)(ii)	Architectural design	Moved	Belongs in initial application section. Inconsistent with due process for Director to retroactively apply architectural standards after the use has been permitted and established for a year or more. Time to apply such standards is at the time a GLF is initially established. However, Director can review changes to the site and structures annually and abate changes that do not comply with the permit and/or the Code. See also #46 above.
66	§21.04.030 (p)(16)(iv)	§21.04.030 (p) (2)(ii)(C)	Architectural design standards	Modified	Modified to allow multi-family looking structures in higher density zones (R-12 through R-24), rather than requiring single family house type structures in those zones. R-O standards (which require more of a single-family house styling) will still apply only in lower density residential zones (R-R through R-8); in higher density residential zones the facility must still be residential in character but multi-family style structures are allowed.
67	§21.04.030 (p) (16)(v)	§21.04.030 (p) (ii)(E) And (v)(G)	Limitation on administrative and office-type activities	Moved	Moved to the standards section; registration section also requires description of administrative activities conducted at the facility / on the facility site
68	§21.04.030 (p) (16)(vi) and (vii)	§21.04.030 (p)(2)(i) and (2)(v)	Parking requirements and	Reorganized/moved	Requirements unchanged; just re-organized for logic and clarity

			maximum number of residents		
69	§21.04.030 (p) (17)	§21.04.030 (p)(2)(v)	Annual registration	Moved	For better organization and clarity, moved to section governing annual registration
70	§21.04.030 (p)(17)	§21.04.030 (p)(2)(v)(H)	Description of changes to site, facility, use, licensure, etc	Reorganized/moved	Moved to section governing annual registration for clarity and better organization
71	§21.04.030 (p) (17)(i)	(v)	Failure to register	Moved	Moved to section governing annual registration for clarity and better organization
72	§21.04.030 (p)(17)(ii)	§21.04.030 (p)(2)(vi)(G)	Director's decision on annual registration	Moved	Moved to section governing the Director's decision on annual registration for clarity and better organization
73	§21.04.030 (p)(17)(ii)	n/a	Referral of decision on annual registration to the planning commission	Eliminated	Eliminated option for Director to refer decision to the planning commission. Option to refer is confusing and too uncertain for applicants and aggrieved neighbors. Appeal process is adequate for due process; Zoning Board of Appeals can review the Director's decision regarding adverse impacts to the neighborhood and other aspects of a decision to renew, non-renew or renew with modifications.
74	§21.04.030 (p)17(ii)	§21.04.030 (p)(2)(vi)(G)	Time period for Director decision on renewal	Moved and modified; added a requirement of a <u>complete</u> application before time period begins to run	For better organization and clarity, moved to section governing the Director's decision on annual registration; changed time period for Director to decide from 20 to 30 days from the date of receipt of a complete registration application in order to give the Director more time to review, to help ensure thorough review of all applications
75	§21.04.030 (p)(17)(iii)	§21.04.030 (p)(2)(vi)(H)	Appeal of Director's decision on renewal	Moved	For better organization and clarity, moved to section governing the Director's decision on annual registration
76	§21.04.030 (p)(18)(i)	§21.04.030 (p)(2)(vi)	Criteria for renewal	Moved; no substantive changes to criteria	For better organization and clarity, moved to section governing Director's decision upon annual registration.
77	§21.04.030 (p)(18)(ii)	§21.04.030 (p) (2)(vi)(F)	Modification of permit upon renewal	Moved and modified	Moved to "renewal" section. Clarified how the Director can change the permit. Changed reference to "multiple uses in one structure," to accessory uses, because multiple uses are not allowed in a GLF; only permitted accessory uses related to programming for or care of residents are allowed.
78	§21.04.030	§21.04.030	Criteria for	Moved and simplified language; no	Rather than restating each individual requirement,

	(p)(18)(iii)	(p)(2)	renewal	substantive change to renewal criteria	simplified language by referencing the requirements generally, since they are fully stated elsewhere, and added a reference to compliance with any/all conditions of the initial land use permit/approval.
79	§21.04.030 (p)(19)	§21.04.030 (p)(2)(iii)	Change in number of residents or types of accessory uses	Moved and modified	Moved to validity section. Modified to require a new permit/land use approval rather than a “change” permit. This encourages applicants to anticipate the maximum number of residents and types of accessory uses they will want at the time they first apply, and allows the same process to apply to a change that apply to the original permit (neighborhood meeting, notice) and allows the director to receive comments from reviewing agencies just as with the original land use approval process. Modified to specify that an increase in the number of residents and accessory uses are the only changes that require a new permit
80	§21.04.030 (p)(19)(i)	§21.04.030 (p)(2)(iii)	Refer change request to planning commission	Eliminated	Criteria for Director’s discretion are too broad and do not provide adequate guidance; it is also unclear what aspects of the decision are for the Planning Commission and what are for the Director. It should be clear to the applicant, to City staff, and to affected neighbors who the decision maker is in each process. Because it is an annual renewal, a “referral” could suspend the status of a facility’s land use permit for an uncertain and unduly long period of time. It affords better and more clear due process for the Director to conduct the annual registration review and make the decision, with a clear right of appeal to the Zoning Board of Appeals, so that is the process provided in the amended text. See also #30 above.
81	§21.04.030 (p) (19)(ii)	§21.04.030 (p)(2)(vi)(G) and (H)	Failure of Director to act	Modified, moved; added requirement of “complete” application before time period for decision starts ticking. Requires Director to notify applicant of application deficiencies.	Changed the time for the Director to make a decision from 20 to 30 days. Left in the provision that if Director does not act within the stated time the renewal is deemed granted. This latter is necessary for adequate due process; it would be fundamentally unfair to a permit holder for the permit to be in a state of suspension or uncertainty for a long period of time while renewal is considered. Eliminated the references to “change”, because the provision does not just apply to changes, but also to renewal of the land use permit

					where no changes have occurred.
			§21.04.030(p)(3)	ROOMING/BOARDING HOUSE	(NEW SUBSECTION)
82	n/a	§21/04/030 (p)(3)(i)	Definition of rooming/boarding house	Added	To define the use so that applicants and neighbors know what qualifies as a rooming/boarding house. The use is mentioned but not defined in the current code. In the definition, the use is distinguished from a rental unit and other types of group living.
83	n/a	§21.04.030 (p)(3)(ii)	Standards for rooming/boarding house	Added	Four standards are added to help mitigate impacts of unrelated individuals living together in a single dwelling unit; they include parking standards, minimum space, density and health and safety codes.
84	n/a	§21.04.030 (p)(iii)	Neighborhood meeting, notice	Require a neighborhood meeting and notice before a rooming/boarding house is established.	To give neighbors an opportunity to ask questions about and/or comment on the proposed project
				OTHER GROUP LIVING	
85	n/a	§21.04.030 (p)(4)	Other group living allowed, certain zones	Added subsection governing “other group living” subcategory and referenced zone/use table	To indicate where such uses will be allowed or will require a CUP; see also #3 above and #94, #103, #117 and #118 below.
86	n/a	§21.04.030 (p)(4)	Other group living, density calculation	Added standard for calculation of density of other group living subcategory	To mitigate neighborhood impacts and ensure appropriate intensity of use in the given zone district
87	n/a	§21.04.030 (p)(4)	Other group living, parking standards	Referenced parking table	To indicate parking standards for other group living
				ZONE/USE TABLE	
88	§21.04.010 (Use Table)	Same	Rooming / boarding house	move “Rooming/Boarding House” from household living to group living category	Rooming and boarding housing does not meet definition of household living. It is now specifically defined in the group living section 21.04.030(p)(3)
89	§21.04.010 (Use Table)	Same	“Other” household living	correct a typographical error by changing “housing living” to “household living”	“Household living” is a specifically defined term; “housing living” is a term that is ambiguous and not used
90	n/a	§21.04.010 (Use Table)		add a reference to the use-specific standards applicable to rooming/boarding house	To reference where a reader can find the standards, requirements and limitations applicable to rooming/boarding house
91	n/a	§21.04.010 (Use Table)	Fraternities /sororities	add the principal use “Fraternities / Sororities” to the Use Category section of “Group Living”, allowed in R-8, R-12, R-16 and R-24 zone districts but only near core campus area as provided in 21.04.020(p)1)(ii)	Fraternity/sorority living is not currently allowed under the zoning and development code. CMU has 4 such organizations on campus and is recruiting more, with the goal of having a thriving “Greek life” community. The proposed amendment will accommodate these in certain limited areas of the city near the CMU campus

92	n/a	§21.04.010 (Use Table)	Fraternities /sororities	add a reference to the use-specific standards of Section 21.04.020(p))1)	To reference where a reader can find the standards, requirements and limitations applicable to off-campus fraternity and sorority housing
93	§21.04.010 (Use Table)	Same	Large and unlimited group living facilities	eliminate CUP requirement for large and unlimited group living facilities in zone district where multi-family housing is allowed	CUP requirement in this context could be found to be discriminatory under the Americans With Disabilities Act and the Fair Housing Act. The Focus Group introduced and recommended this change to staff. Staff concurs that a CUP is not necessary where the zone district already accommodates the density/intensity of multi-family housing. The density limitations applicable to the zone district will still apply. CUP requirement is maintained for small group living facilities in non-residential zone districts because of the potential inherent conflicts with neighboring businesses uses and a group living facility residential use; a CUP allows mitigation of these on a case-by-case basis with specific mitigating site and or use features or limitations. Because small group living facilities are allowed by right in so many other zone districts, these few CUP requirements are not likely to run afoul of the Fair Housing Act or the Americans With Disabilities Act.
94	n/a	§21.04.010 (Use Table)	Other group living	add an “other group living” category allowing them in zone districts where multifamily housing is more common, while requiring a CUP in R-5 and R-8 zone districts, which allow multifamily but still contain predominantly single family homes; referenced use specific standards and definitions applicable to other group living	See also # 3 and #85 above and #103, #117 and #118 below. Limiting these to zone districts where multi family housing is allowed will help preserve the character of single-family housing zone districts. Requiring a CUP in those zone districts that are still most characterized by single family homes (R-5 and R-8) will allow for adequate public discussion and input and help ensure that unexpected impacts can be addressed on a case by case basis within the context of a specific zone district, neighborhood, structure(s) and proposal in these lower density zone districts. Overall density will be controlled by the standards applicable to the zone district generally.
SUMMARY OF AUTHORITY TABLE					
95	§21.02.060	Same	Summary of authority table	Clarified purpose of table, and deleted “rehearing and appeal” from table	To improve awkward wording and to eliminate ambiguities and contradictions. Rehearing and appeal category does not work in the format of the table and creates a conflict with text on rehearing and appeals, which text is more clear anyway.

96	§21.02.060	Same	Summary of authority table	Added categories for group living facility, group living facility for sex offenders, and fraternity or sorority	Table allows decision making process to be easily visualized
DEFINITIONS					
97	§21.04.020 (b)	Same			
98	§21.10.020 (Terms defined)	Same	Rooming / boarding house	Clarified and added to the definition in accordance with amended text in 21.04.030(p)(3)	For consistency. Although rooming and boarding house has been included as a type of residential living in the zone/use table, no one has been sure what falls in this category and what does not, so a definition was developed after reviewing zoning and development codes of other communities and giving consideration to the potential impacts and benefits of the use in residential neighborhoods.
99	§21.10.020 (Terms defined)	Same	Family foster home	Eliminate limit on number of children who can receive care in a foster family home in the City	Change requested by foster parent; State law provides limitations so municipal regulation not needed for child safety; there is no limit on the number of children parents can have in one home otherwise so neighborhood impacts are not different. Also to clarify that the care is received in a family setting, rather than in a group home setting.
100	§21.10.020 (Terms defined)	Same	Foster child, foster family, foster parent	Added definitions	To support the expanded definition of “related” in the group living use-specific standards
101	§21.10.020 (Terms defined)	Same	Fraternities, sororities	Added definition	Consistent with §21.04.030(p)(1)
102	§21.10.020 (Terms defined)	Same	Group living facilities, small, large and unlimited	Clarified definition of these categories	Clarification and to eliminate confusion and to be consistent with code sections defining group living facilities. Added the word “facility” to the definitions so as to distinguish between group living facilities, which include on-site professional care or supervision and are subject to certain use-specific standards and requirements but do not require a CUP (except in certain commercial zones), and “other group living,” which in certain residential zones require a CUP.
103	n/a	§21.10.020 (Terms defined)	Group living, other	Added definition of “other group living” which is referenced in the zone/use matrix and in Section 21.04.030(p), included example of “Dormitory Style Living”	Housing needs are changing in the community with the growth of CMU and with increasing homelessness. Allowing other types of non-household living, such as dormitory style living, will allow the City to

					accommodate such changes. See also #3, #85, and #94 above for discussion of where these are allowed and why; see also #117 and #118 below.
104	§21.10.020 (Terms defined)	n/a	“group residence” definition	Eliminated	This definition conflicts with other group living definitions and the term “group residence” is not used in the code, so defining it here is unhelpful, confusing and potentially creates ambiguity in whether/how the regulations apply to a given use.
105	§21.10.020 (Terms defined)	Same	Household living	Clarified definition	To be consistent with and support other code sections dealing with group and household living, added that household living includes up to four unrelated people living in a single dwelling unit
§21.04.020(b) USE CATEGORIES					
106	§21.04.020 (b)(1)	Same	Definition of a group living facility	Added text	To clarify that GLFs are characterized by the provision of on-site treatment or supervision
107	§21.04.020 (b)(1)	Same	Tenancy of less than 30 days not group living	Added text to clarify	To clarify that shelters are not group living facilities because of the transitory nature of the stay
108	§21.04.020 (b)(1)	Same	Common eating areas	Added text to clarify	To clarify that a common eating area by itself does not entail a GLF, and to allow multifamily development or other types of group living to have common eating areas without thereby becoming a GLF subject to special regulation and registration
109	§21.04.020 (b)(3)	Same	“specific uses”	Changed to “subcategories”	For clarity, so it is clear that <i>group living</i> is a more general category of residential living, with four “subcategories” that may in turn have different types of group living within them (for example, <i>small</i> , <i>large</i> and <i>unlimited</i> GLFs in the GLF subcategory). That way it is clear that rules and definitions applicable to “group living” in general will apply to all of the subcategories and types; that each subcategory may have rules that apply only to that subcategory, and within the subcategory there may be different requirements for different types of housing. “Specific uses” does not capture this.
110	n/a	§21.04.020 (b)(3)(i)	Fraternity/sorority	Added definition	To define fraternities and sororities
111	§21.04.020 (b)(3)(i), (ii), and (iii)	§21.04.020 (b)(3)(ii), (iii), and	Unlimited, large and small group living facilities	Moved	To make room for definition of fraternities and sororities

		(iv), respectively			
112	§21.04.020 (b)(3)(i)	§21.04.020 (b)(3)(ii)	Unlimited group living facility definition	Simplified language	Simplification
113	§21.04.020 (b)(3)(ii)	§21.04.020 (b)(3)(iii)	Large group living facility definition	Simplified language and modified definition	Changed the number of residents to allow for more small group living facilities in the community. Density restrictions of each zone district and minimum lot space requirements still apply, which will mitigate allowing more small group living facilities. See also #21 above.
114	§21.04.020 (b)(3)(iii)	§21.04.020 (b)(3)(iv)	Small group living facility	Simplified language and modified definition	See the foregoing and #21 above.
115	n/a	§21.04.020 (b)(3)(v)	Rooming/boarding house definition	Added definition	Although rooming and boarding house has been included as a type of residential living in the zone/use table, no one has been sure what falls in this category and what does not, so a definition was developed after reviewing zoning and development codes of other communities and giving consideration to the potential impacts and benefits of the use in residential neighborhoods
116	§21.04.020 (b)(3)(iv)	n/a	"Exceptions"	Deleted.	There were no exceptions listed, but the existence of the blank subcategory implied that there were exceptions, so this vague and ambiguous text created confusion among City staff, applicants and the public. No exceptions are proposed, so the subcategory is eliminated. What is not household living will either be a type of group living, or will not be permitted in residential zones, without exceptions.
117	n/a	§21.04.020 (b)(3)(vi)	Other group living	Defined	To define other types of group living that are not fraternity/sorority houses, GLFs, or rooming/boarding houses, such as dorm style living, which is becoming increasingly common with the expansion of CMU. Such housing is allowed in certain zones with specific parking requirements. See also #3, #85, #94, #103 above and #118 below.
PARKING TABLE					
118	§21.06.050 (c)	Same	Parking standards for group living housing types	Added parking standards for fraternity/sororities (applies off campus only), rooming and boarding house, and dormitory style/other group living	To ensure that these more intense living arrangements are adequately parked so as to mitigate neighborhood impacts and/or take up too much public street parking; see also #3, #85, #94, #103, #117.

GRAND JUNCTION PLANNING COMMISSION
Feb 28, 2017 MINUTES
6:00 p.m. to 7:25 p.m.

The meeting of the Planning Commission was called to order at 6:00 p.m. by Chairman Christian Reece. The hearing was held in the City Hall Auditorium located at 250 N. 5th Street, Grand Junction, Colorado.

Also in attendance representing the City Planning Commission were, Kathy Deppe, Keith Ehlers, Ebe Eslami, Aaron Miller, and Steve Tolle.

In attendance, representing the City's Administration Department - Community Development, was Kathy Portner, (Planning Manager) and Dave Thornton (Principal Planner) and Scott Peterson, (Senior Planner).

Also present was Jamie Beard (Assistant City Attorney) and Shelly Dackonish (Staff Attorney).

Lydia Reynolds was present to record the minutes.

There were 13 citizens in attendance during the hearing.

*****INDIVIDUAL CONSIDERATION*****

2. **Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Group Living**

Request an Ordinance Amending the Zoning and Development Code.

Action: Recommendation to City Council

Applicant: City of Grand Junction
Location: Citywide
Staff Presentation: Dave Thornton, Principal Planner

Staff Presentation

Dave Thornton, Principal Planner stated that the Planning Commission is considering the amendments to the Zoning and Development code pertaining specifically to Group Living and Household Living. The proposed ordinance repeals and replaces Section 21.04.030(p) of the Zoning and Development Code (Code) which provides standards and regulations for Group Living Facilities.

Mr. Thornton explained that over time City staff, applicants, neighbors, aggrieved parties and boards have found it difficult to understand and apply the *group living* provisions of the Code. The use-specific regulations and related definitions are confusing, duplicative, contradictory, uncertain and not well organized. For example, it is unclear what constitutes a *group living facility* as opposed to a type of multi-family housing with special amenities, like fitness facilities, activity rooms and group dining options.

To address these issues, planning staff held several workshops with the planning commission and met with a focus group consisting of individuals who own and/or manage small, medium and large group living facilities in our community to discuss how to improve the regulations. Mr. Thornton displayed a slide with a timeline of events:

Workshops

- Planning Commission – March 3, 2016
- Planning Commission – May 19, 2016
- Planning Commission – September 22, 2016
- Planning Commission – November 3, 2016
- Planning Commission - February 23, 2017

Public Outreach

Focus Groups

- July 8, 2016
 - September 14, 2016
- Colorado Mesa University
- Review by CMU staff January/February 2017

Public Hearings with Planning Commission

- February 28, 2017

Mr. Thornton stated the proposed ordinance is the outcome of the input received through the process and displayed a slide with the following features of the amendments:

- eliminates outdated and unnecessary text,
- better organizes the text so that the requirements and processes are more clear,
- promotes the integration of group living into City neighborhoods while protecting their residential character,
- allows new types of group living that are currently prohibited (such as fraternities and sororities and dormitory style living) while creating regulations and processes to ensure adequate protection for the peace and quiet enjoyment of residential neighborhoods, and
- ensures that neighbors of group living homes and facilities have a process and a forum to register undesirable neighborhood impacts.

Mr. Thornton displayed a slide of the types of “Residential Living” proposed with these text amendments and explained that there are two categories of residential land uses in the Code: household living and group living.

The first category, Household Living centers around the family unit; it can be single-family or multi-family. Group living accommodates unrelated people living together into a single living unit.

Mr. Thornton explained that in the proposed ordinance, there are four sub-categories of group living:

- 1) fraternity/sorority
- 2) group living facility
- 3) rooming/boarding house
- 4) "other group living" which includes dormitory style living but could also include other types of non-traditional housing not yet considered.

Three of these subcategories are new - fraternity/sorority, rooming/boarding house, other group living - but address types of living we expect to see more of in the community, given demographic pressures. To preserve the character of residential neighborhoods, special ("use-specific") standards and requirements are carried over from the previous code for *group living facilities*, with some modifications, and new ones are proposed for the first and third categories (*fraternities/sororities* and *rooming/boarding houses*). Also proposed are geographic limitations on where fraternities and sororities can be located (near the CMU campus only). The fourth category, *other group living*, will require increased parking standards and zone limitations.

The second category, *group living facilities*, has been subject to use-specific regulations since the 2001 Code was adopted. Group living facilities provide important services in our community by creating a home environment with needed in-home services for those who cannot live on their own. State law governs and regulates the delivery of the social, mental health and other professional services provided to protected individuals in the group home setting.

Mr. Thornton stated that the proposed ordinance repeals and replaces Section 21.04.030(p) of the (Zoning and Development Code) Municipal Code.

Mr. Thornton explained that the current Code prohibits groups of more than 4 unrelated persons living in a single dwelling unit unless they meet the definition of a group living facility, which a fraternity or sorority house does not meet. CMU now has two sororities (Alpha Sigma Alpha and Gamma Phi Beta) and two fraternities (Kappa Sigma and Theta Xi), and is looking to expand collegiate "Greek life" to include more organizations over the next few years. At present these chapters do not offer housing for their members, and the University's plan is to house members on campus in special dorms. However, once formed, it is up to the fraternal organization, and not the university, whether to create *off-campus* housing for the chapter. The fraternal organization can, like any other entity, purchase, lease and manage real property for its members.

This new proposed group living category would allow fraternity/sorority housing in a limited area (in certain zone districts within 500 feet of the core campus), and require

annual registration and compliance with specific standards intended to protect neighborhood character and integrity. Mr. Thornton displayed a slide showing the campus area and the 500-foot buffer.

Mr. Thornton stated that there is a process for neighbors to register complaints and for the Director to consider those when reviewing the annual registration. The process and requirements in this regard are similar to those for group living facilities.

These requirements will apply only to *off-campus* fraternity and sorority houses; campus housing is not regulated by the City.

Mr. Thornton informed the Commissioners that Shelly Dackonish, Staff Attorney, has worked extensively on the code amendment and is present to answer questions.

Questions for Staff

Commissioner Ehlers noted that at the workshop, the Commissioners had inquired if the focus group members had all been contacted and had seen and approved the final language. Commissioner Ehlers asked Mr. Thornton if he had received confirmation on that.

Mr. Thornton stated that he sent an email with the staff report that same day to the members of the focus groups and there was at least one response, but there was not any negative feedback.

Ms. Dackonish stated that she had only heard back from one person and that was Cary from Ariel and she had said she had not received the email. Ms. Dackonish stated that she told her where to find it on-line and invited her to comment if she had any questions, but did not hear back from her. Ms. Dackonish stated that the focus group members were very involved with the language and all the suggested input was incorporated into the amendment.

Commissioner Deppe asked for clarification as to who was in the two focus group sessions. Ms. Dackonish stated that Cary from Ariel, a company that runs smaller group living homes, as well as two members from Hilltop, that represent larger group living and retirement style living. It was determined that retirement group living, where there are no professional staff/caregivers, help with daily living or supervision, was not considered a group living facility. In addition, Keith Ehlers, was a member of the focus group to represent foster care concerns. Ms. Dackonish noted that it was decided that they will not require foster care homes to register as a group living facility since they function like a single family home.

Public Comment

Cary Over, 234 28 ³/₄ Rd., stated that she is with Ariel (small group homes company), stated that she actually did receive the email, but was unable to open the attachment.

Ms. Over stated that she has now received and read the amendments and was in support of the language changes and feels there is more clarity as a result. Ms. Over thanked staff for their efforts and noted that she feels the rewrite helps to integrate the language used in the City Code with the State and Federal requirements.

With no other public comments or additional Commissioner discussion, Chairman Reece called for a motion to approve the Amendment.

MOTION: (Commissioner Deppe) “Madam Chairman, on the Group Living Code Amendment, ZCA-2012-355, I move that the Planning Commission forward a recommendation of the approval for the Group Living Code Amendment with the findings of fact, conclusions, and conditions listed in the staff report.”

Commissioner Eslami seconded the motion. A vote was called and the motion passed unanimously by a vote of 6-0.

David Thornton

From: Shelly Dackonish
Sent: Friday, March 31, 2017 11:32 AM
To: Howe, Gail
Cc: David Thornton
Subject: RE: Fraternity / sorority housing off campus

Hello Gail,

Public Hearing on the fraternity/sorority city zoning and development standards is April 5, 2017 (Wednesday) at 6:00 pm in the City Hall Auditorium. Hope you can make it!

Regards,

Shelly

OFFICE OF THE CITY ATTORNEY
Shelly S. Dackonish, Senior Staff Attorney
City of Grand Junction, Colorado
250 N. 5th St.
Grand Junction, CO 81501
[\(970\) 256-4042](tel:(970)256-4042)

This electronic mail transmission is from Shelly S. Dackonish, Senior Staff Attorney, City Attorney's Office for the City of Grand Junction, Colorado. The information contained in this message may be privileged and/or confidential and/or protected by the attorney-client privilege or the attorney work product doctrine. The privileges are not waived by virtue of this message being sent to you in error. If the person receiving this message or any other reader of the message is not the intended recipient, please note that disclosure, copying, distribution or any other use of this message or the information contained in this message is strictly prohibited. If you have received this message in error, please immediately return it via email and then delete the message immediately.

From: Howe, Gail [mailto:ghowe@coloradomesa.edu]
Sent: Tuesday, February 07, 2017 11:43 AM
To: Shelly Dackonish <shellyd@gjcity.org>
Cc: Belinda White <belindaw@gjcity.org>; David Thornton <davidt@gjcity.org>
Subject: RE: Fraternity / sorority housing off campus

Hi Shelly,

Thank you so much for the information on the Fraternity/Sorority housing proposal. It looks good to me, very fair and equitable. I'd love to come to the public hearing, if you can please let me know when that will take place after the Planning Commission meets,

Best,



Gail Howe

Assistant Director of Student Life
970.248.1209



From: Belinda White [<mailto:belindaw@gjcity.org>]
Sent: Monday, February 06, 2017 9:20 AM
To: Howe, Gail <ghowe@coloradomesa.edu>
Cc: David Thornton <davidt@gjcity.org>; Shelly Dackonish <shellyd@gjcity.org>
Subject: FW: Fraternity / sorority housing off campus

From: Shelly Dackonish
Sent: Friday, February 3, 2017 5:25 PM
To: ghowe@coloadomesa.edu
Cc: David Thornton
Subject: Fraternity / sorority housing off campus

Gail,

I am just following up to see if you had any comments on the City's proposed regulation of off-campus Greek housing, which is attached. (The City does not propose to regulate any on-campus housing.) Currently, the City's zoning and development code does not allow this kind of group living in the community (no more than four unrelated people can live in a single dwelling unit unless they are receiving special care, treatment or assistance in the home). Given the recent expansion of student life to include fraternities and sororities, which is viewed as a positive development, the City would like to allow fraternity/sorority housing in certain areas of town near the core campus, but with some regulatory control to ensure they can be properly integrated into the neighborhood with mitigated or minimal impacts.

The attached text is part of a larger code text amendment regarding group living generally; I did not include sections that are unrelated to fraternities and sororities. The zone districts where Greek housing will be allowed (referenced in (p)(1)(ii) on the first page of the attachment) are: R-4, R-5, R-8, R-12, R-16 and R-24. That information will appear in the zone/use matrix, which I did not cut and paste for you.

The first public hearing for these will be on February 28 before the Planning Commission. After the Planning Commission gives its recommendation, the City Council will consider them at a public hearing; I do not have a schedule for that yet but it typically happens within about 30 days of the Planning Commission hearing. We would love to have your input or someone's on behalf of CMU.

Shelly
OFFICE OF THE CITY ATTORNEY
Shelly S. Dackonish, Senior Staff Attorney
City of Grand Junction, Colorado

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION CODE OF ORDINANCES) REGARDING GROUP LIVING

Recitals:

City staff met with representatives who own and manage group living facilities in the community to discuss changing the group living provisions of the Zoning and Development Code.

Over the years since their enactment, the group living sections of the code have proven to be confusing, disorganized, duplicative, contradictory, difficult to apply and interpret evenly and fairly, and difficult for the public to use and understand. Some provisions now expose the City to potential liability under the Americans With Disabilities and the Fair Housing Acts.

Group living is a category of residential living that has increasing importance in our community. As baby boomers age and millennials find it increasingly difficult to afford traditional single family homes, and with a sharp rise in homelessness nation-wide, it becomes more important for zoning laws to accommodate new and innovative types of housing, while still protecting the values of good zoning and the character of neighborhoods. Colorado Mesa University has embraced “Greek life” and now has four affiliated fraternity/sorority organizations and seeks to increase that number over the next few years. These amendments allow such housing types, which have heretofore been prohibited, with regulations intended to protect residential neighborhoods from potential negative impacts.

Group living *facilities* comprise a special sub-category of group living that is characterized by the on-site provision of needed services and a home environment for those who may not be able to live on their own. Group living facilities provide important services in our community. The City's policy is to integrate these into residential neighborhoods (as required by law) but with development standards and registration requirements that will help mitigate neighborhood impacts.

The City Council finds that the amendments to the group living sections of the Zoning and Development Code were formulated in collaboration with community partners; that they help the City to comply with applicable federal law protecting individuals with disabilities from housing discrimination; that they help ensure that the City has adequate information regarding the location, services and neighborhood impacts of group living; and that they help ensure that the various types of group living are integrated into residential neighborhoods while preserving their residential character and mitigating potential neighborhood impacts of group living.

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 regarding group living.

The City Council further finds that the amendment is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

Section 21.04.030(p) of the Zoning and Development Code is repealed and re-enacted as follows:

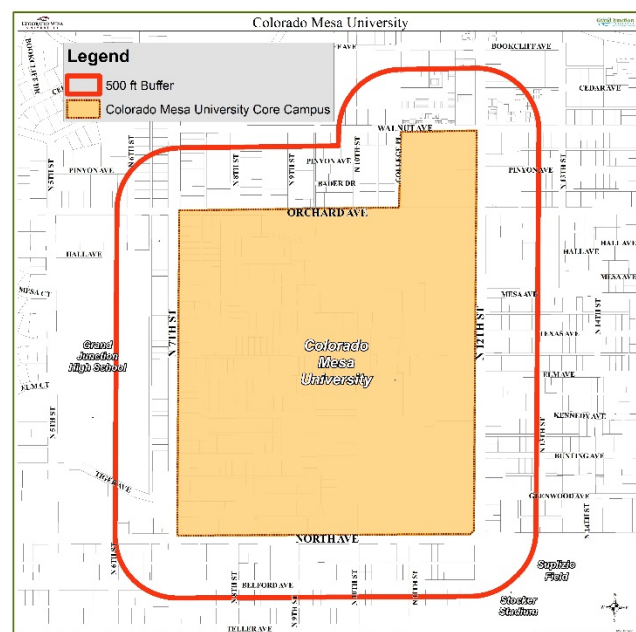
(p) Group Living.

It is a violation of this code for more than four unrelated persons to reside together in a single residential structure without a conditional use permit, unless permitted by the City as a fraternity/sorority, group living facility, rooming/boarding house or dormitory style living in accordance with the standards and requirements in this Section. "Related" means a person's child, stepchild, a foster child, or other descendant, spouse, aunt, uncle, niece, nephew, parent, grandparent, great grandparent, stepparent or foster parent. (See GJMC 21.10.020, "Group living," "family" and "household.") A household of more than four unrelated persons that is not a fraternity/sorority, group living facility or rooming/boarding house as defined herein is not allowed unless a conditional use permit has been approved.

(1) Fraternities and Sororities.

(i) Definition. A fraternity or sorority is a place of residence that is operated by a nationally or locally chartered membership organization and is used, occupied and maintained as living and dining quarters for its members who are enrolled in an accredited college or university or other accredited educational institution and which is recognized and subject to controls by such educational institution.

(ii) A fraternity or sorority is allowed only within the core campus of Colorado Mesa University or within 500 feet of the boundary of the core campus, and only in those zone districts so designated in the Use



Table, Section 21.04.010. The core campus is that area situated south of Orchard Avenue, west of North 12th Street, north of North Avenue and east of North 7th Street, and that area north of Orchard Avenue, west of 12th Street, south of Walnut Avenue, and east of College Place, and is depicted to the right. The limitations, standards and requirements of this section 21.04.030(p)(1) do not apply to a fraternity or sorority located entirely within the core campus.

(iii) A fraternity or sorority may exceed the maximum residential density of the applicable zone district so long as the standards described in this subsection (p)(1) are met.

(iv) Standards for fraternity/sorority.

(A) Parking. Off-street parking shall be provided according to the parking table in Section 21.06.050(c).

(B) Each residential structure shall provide a minimum of 100 square feet per occupant. Regardless of square footage, the number of residential occupants shall not exceed 35.

(C) No more than four beds in a single room.

(D) Buffering & Screening. Each property line abutting a right-of-way, open/undeveloped tract or another property that is not used as a fraternity or sorority, shall have, at a minimum, a 6' solid fence and an 8' wide landscaped strip located inside the fence.

(v) Process.

(A) Neighborhood meeting. Prior to establishing a fraternity or sorority, the applicant shall give mailed notice to property owners and homeowners' associations within 1,000 feet of the proposed fraternity or sorority and shall hold a neighborhood meeting for those owners/associations. In all other respects the neighborhood meeting and notice shall comply with Section 21.02.080(e).

(B) Decision and appeal. The Director shall approve, approve with conditions, or deny an application for a fraternity or sorority based on the standards and requirements of the Code. Within 10 days of the Director's decision, an individual aggrieved by the Director's decision may appeal the Director's approval or denial of an application or a condition imposed by the Director to the Zoning Board of Appeals. Appeals shall be in writing and perfected in accordance with Chapter 21.02.210(c) GJMC.

(vi) Annual registration required. A fraternity or sorority shall register with the City annually; that is, once every 12 calendar months. No person shall own, operate or manage a fraternity or sorority unless the facility is registered with the City. Annual registration shall include:

(A) Proof that the fraternity or sorority is recognized and in good standing with an accredited school, university or college;

(B) Proof that the fraternity or sorority is affiliated and in good standing with a nationally or locally chartered fraternal membership organization;

(C) Documentation that the fraternity or sorority has complied with the applicable City, State and other building, fire, health and safety codes as well as all applicable requirements of the zone district in which the fraternity or sorority is located;

(D) Statement that the only administrative activities conducted on the premises are those of the fraternal organization sponsored, conducted or related to the fraternity or sorority;

(E) Documentation that the fraternity or sorority complies with the applicable parking requirements, as demonstrated by accurate graphic depiction of parking lot(s), and/or copies of parking agreements, leases or licenses;

(F) Documentation that the maximum number of residents allowed is not exceeded, as demonstrated by the total square feet of the living areas, the number of residents, the number of sleeping rooms and the number of beds; and

(G) The total number of calls for police or emergency services to the premises within the previous year.

(vii) A fraternity or sorority that does not meet the standards and registration requirements of this subsection is subject to revocation of land use permit, abatement, prosecution and/or other enforcement as provided in this Code.

(viii) A fraternity or sorority is subject to and shall permit annual inspection by the building department, fire department and Code Enforcement division to ensure compliance with applicable standards.

(ix) Validity. A land use approval or permit for a fraternity or sorority is valid for a period of 12 months, with renewal by the Director upon a review of the facility's annual registration as described in subsection (vii) above and a finding that:

- (A) The fraternity or sorority is recognized and in good standing with an accredited school, university or college;
- (B) The fraternity or sorority is affiliated and in good standing with a nationally or locally chartered fraternal membership organization;
- (C) The fraternity or sorority is in compliance with applicable City, State and other building, fire, health and safety codes as well as all applicable requirements of the zone district in which the fraternity or sorority is located;
- (D) The only administrative activities conducted on the premises are those of the fraternal organization sponsored, conducted or related to the fraternity or sorority;
- (E) The fraternity or sorority complies with the parking requirements of this code;
- (F) The maximum number of residents allowed is not exceeded; and
- (G) The facility has not adversely affected the neighborhood. A facility is considered to have an adverse effect on a neighborhood if one or more of the following are shown:
 - a. Public and private services such as street, sewers, water and/or utility systems are burdened by the facility, to the extent that usage exceeds that normally associated with such a use or in the particular neighborhood;
 - b. The facility unreasonably interferes with the peace, quiet and dignity of the neighborhood;
 - c. The facility creates, imposes, aggravates or leads to inadequate, impractical, unsafe or unhealthy conditions; or
 - d. The facility is found to be dangerous or unsafe due to an increased number of police or emergency visits, or to a single criminal act by a resident involving serious bodily injury or extensive property damage, or to an increased number of incidences of criminal acts by residents of the facility involving bodily injury or property damage.
- (x) Within 10 days of the Director's renewal, non-renewal or condition of renewal, an individual aggrieved by the Director's decision may appeal to the Director to the Zoning Board of Appeals. Appeals shall be in writing and perfected in accordance with Chapter 21.02.210(c) GJMC.

(2) Group Living Facility.

(i) Definitions.

(A) A *group living facility* is a residential housekeeping unit for five or more unrelated persons receiving public or private supervision, care, support or treatment on-site. A community corrections facility is not a group living facility and thus is not allowed in a residential zone. A facility providing temporary lodging for less than 30 days for any one person is not a group living facility, but is considered either lodging (see retail sales and service categories) or a shelter (see community service categories) and treated as such.

(B) An *unlimited group living facility* is a group living facility with 17 or more residents.

(C) A *large group living facility* is a group living facility with 10 to 16 residents.

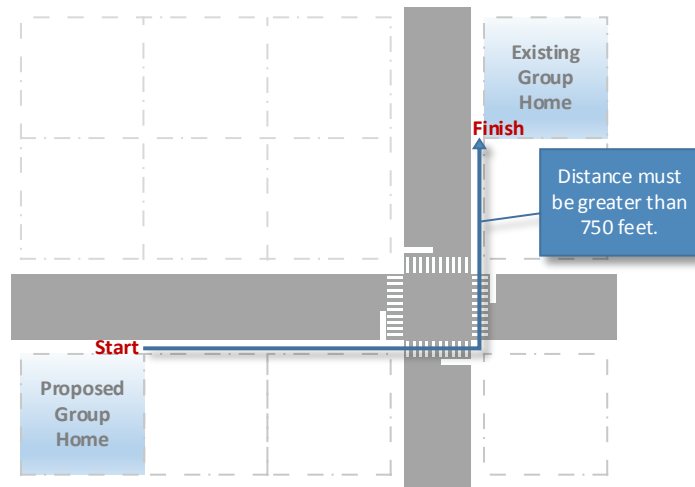
(D) A *small group living facility* is a group living facility with five to nine residents.

(ii) Standards.

(A) Spacing requirement. A group living facility in the R-R, R-1, R-2, R-4, R-5 or R-8 zone shall be at least 750 feet from every other group living facility in any such zone district. There is no spacing requirement where either one of the two group living facilities being measured against one another is in a zone district not listed in this paragraph. The separation distance shall be measured in the following manner:

Computed by direct measurement from the nearest property line of the land used for a group living facility to the nearest property line of an existing group living facility, using the most direct route of public pedestrian access, measured as a person would walk along public right-of-way, with right angles at crossings and with the observance of traffic regulations and traffic signals (see Fig. 1); except that a group living facility shall not be located adjacent to another even if by such route the distance is greater than 750 feet.

Figure 1



(B) The group living facility must comply with the applicable City, State and other building, fire, health and safety codes as well as all applicable requirements and development standards applicable to the zone district in which the group living facility is to be located except as modified in this subsection.

(C) For a group living facility in a residential zone, the architectural design of the group living facility must be residential in character, and the performance standards of the R-O zone district must be met (see Section 21.03.070(a)), except that if the zone district is R-12, R-16 or R-24, the R-O zone district standards shall not apply.

(D) Density and minimum lot area. Group living facilities are allowed in residential zones as specified in the zone/use table in Section 21.04.010, and must not exceed maximum density for the zone district, with density of the facility calculated as four beds equal one dwelling unit. The site must contain at least 500 square feet per resident, except where a multifamily structure is being converted to a group living facility, in which case the minimum adequate lot area shall be in accordance with the requirements of the zone district.

(E) Accessory uses. Accessory uses authorized with a group living facility are on-site recreational facilities, parking of vehicles for visitors, occupants and staff, and staff housing. The Director may approve other accessory uses that will have substantially similar impacts. Only the administrative activities of the person or organization operating the facility shall be conducted at the facility. No office or other space in the facility or on the site may be leased or used for activities unrelated to the group living facility.

(F) Parking. The group living facility must meet the requirements established for group living in Section 21.06.050(c).

(G) A group living facility located in a commercial or mixed use zone district shall meet the performance standards of the applicable zone district.

(H) A group living facility in a residential zone may provide services to non-residents, but only up to the total number of residents permitted in the facility. For example, if there are nine residents at a group living facility that is allowed to have 16 residents, no more than seven non-residents may use the services the facility provides at any one given time. This restriction does not apply in non-residential zones.

(iii) Validity. A land use permit/approval for a group living facility is valid for a period of 12 months, subject to renewal by the Director upon review of the facility's annual registration as described in subsection (vi) below. The permit/approval is specific to a maximum number of residents and specifically permitted accessory use(s); if the applicant wants to increase these, a new permit is required.

(iv) Process.

(A) Neighborhood meeting. Prior to establishing a new group living facility (whether a new structure or conversion of existing building(s)) the applicant shall give mailed notice to and hold a neighborhood meeting with property owners within 1,000 feet of the group living facility.

a. At the meeting, the applicant shall describe the proposed land use, including buildings, site, accessory uses and structures, residents served, and on-site services.

b. The neighborhood meeting shall be held at a location convenient to the neighborhood.

c. If a neighborhood meeting is required because of some other aspect of the development application, then only one neighborhood meeting is necessary, which shall be conducted in accordance with the more restrictive standards.

(B) Special review. An application for a group living facility for adult or juvenile offenders, defined as persons who have committed a crime or are accused of having committed a crime and are housed at the facility for that reason, shall be reviewed as follows:

a. The Mesa County Juvenile Community Corrections Board shall conduct the review, if the facility houses juvenile offenders or the Adult Community Corrections Board if the facility houses adult offenders. If the facility houses a combination of adult and juvenile offenders, the facility shall be reviewed by the Juvenile Board if there are a greater number of juveniles residing in the facility or and, if there are a greater number of adults than juveniles residing in the facility, by the Adult Board.

b. The review shall include but not necessarily be limited to criteria established by the Board and adopted by the City. Criteria shall be established and maintained by the Board and shall be based upon researched factors that have been demonstrated to be correlative to risk to the community, community expectations, prudent land use practices and legal standards. Before any criteria being used by the Board, the City shall review and adopt such criteria.

c. It is the responsibility of the group living facility that is being reviewed to provide to the Board with complete and accurate information regarding the types of offenders, the number of offenders, the average length of placements and responses to the other Board-established criteria.

d. The Board shall make a recommendation to the Director to approve, deny or approve with conditions the land use application for the facility. The Board shall take into consideration the interests of the community in light of the criteria established by the Board and approved by the City.

(C) Decision and appeal.

a. The Director shall approve, approve with conditions, or deny an application for a group living facility, except as provided in subsection(b) below, based on the standards and requirements of the Code. Within 10 days of the Director's decision, a person aggrieved by the Director's decision may appeal the Director's approval or denial of an application or a condition imposed by the Director to the Zoning Board of Appeals. Appeals shall be in writing and perfected in accordance with Chapter 21.02.210(c) GJMC.

b. The Director shall not render a decision on an application, notwithstanding a recommendation from the Juvenile and/or Adult Corrections Board(s), for a group living facility that houses one or more sex offenders, as defined by State law. The Planning Commission shall

determine any such application. In addition to the other criteria provided herein, the Planning Commission shall consider whether the proposed owner/operator has established by clear and convincing evidence that the facility will not adversely impact the neighborhood and/or its residents. An appeal from a Planning Commission decision made under this subsection shall be in accordance with Rule 106 of the Colorado Rules of Civil Procedure.

(v) Registration required. A group living facility shall register with the City annually; that is, once every 12 calendar months. No person shall own, operate or manage any group living facility unless the facility is registered with the City. A group living facility for adult or juvenile offenders shall also submit all registration documentation to the Juvenile and/or Adult Corrections Board for review in accordance with subsection §21.04.030(p)(2)(iv)(B) above. A group living facility that fails to register or does not meet the registration requirements may be denied renewal, abated, prosecuted and/or otherwise subject to enforcement action under this Code. Annual registration shall include:

(A) Proof that the group living facility has a valid Colorado license, if any is required by State law, and documentation showing that the facility complies with the requirements of the State license. In the event there is a conflict between a City and a State requirement for the facility, the more stringent rule shall apply;

(B) Documentation showing that the group living facility has complied with the applicable City, State and other building, fire, health and safety codes as well as all applicable requirements of the zone district in which the group living facility is located;

(C) Documentation showing that the group living facility complies with the parking requirements of this code;

(D) Documentation showing that the maximum number of residents allowed is not exceeded;

(E) For a group living facility housing adult or juvenile offenders, all documentation necessary for review by the Juvenile and/or Adult Corrections Board(s) in accordance with subsection (iv)(B) above;

(F) Documentation showing that any and all conditions of the initial land use permit/approval are met;

(G) Description of the administrative or other activities that occur on at the

facility, including number of staff and general duties of each staff member;

(H) Description and documentation of any changes to the site or structure(s) made since the prior registration.

(vi) Renewal. The Director may renew the land use approval for a group living facility upon an annual registration of the facility if the Director finds that the registration requirements have been met and that the facility has not adversely affected the neighborhood. A facility is considered to have an adverse effect on a neighborhood if one or more of the following are shown:

(A) Public and private services such as street, sewers, water and/or utility systems are burdened by the group living facility, to the extent that usage exceeds that normally associated with such a use or in the particular neighborhood;

(B) The group living facility unreasonably interferes with the peace, quiet and dignity of the neighborhood;

(C) The group living facility creates, imposes, aggravates or leads to inadequate, impractical, unsafe or unhealthy conditions; or

(D) The group living facility is found to be dangerous or unsafe due to an increased number of police or emergency visits, or to a single criminal act by a resident involving serious bodily injury or extensive property damage, or to an increased number of incidences of criminal acts by residents of the facility involving bodily injury or property damage.

(E) When considering whether an adverse impact exists, the Director shall consider the following:

a. Whether the impact is real or perceived based upon stereotypes of the population served by the group living facility;

b. The existence of alarms and/or fences in and of itself shall not constitute a safety issue which would be an adverse impact; or

c. Whether complaints and/or police calls regarding the group living facility have been founded or unfounded.

In determining whether an adverse impact exists, the Director may rely on comments received by the residents of the neighborhood or other interested persons in making the decision whether to renew, renew with conditions, or non-renew the permit upon annual registration. The Director shall not be

required to research the comment or otherwise investigate the motive of the commenting parties unless the Director relies on that information when making the decision.

(F) The Director may modify the land use permit/approval upon renewal (or renew with conditions) by limiting the number of residents and/or by limiting accessory uses if the Director finds that the neighborhood is adversely impacted by the number of residents or intensity or number of accessory uses occurring on the site.

(G) The Director shall issue a decision within 30 days of receiving a complete registration application from the facility; if a registration application is incomplete, the Director shall notify the registrant of the deficiencies and the time period to cure. If the Director does not issue a decision within 30 days of receiving a complete registration application, the registration shall be deemed renewed for the next year.

(H) Within 10 days of the Director's decision, an individual aggrieved by the decision may appeal the renewal, non-renewal or condition of renewal to the Zoning Board of Appeals. Appeals shall be in writing and perfected in accordance with Chapter 21.02.210(c) GJMC.

(3) Rooming/boarding house.

(i) Definition. A rooming/boarding house is a single dwelling unit where a live-in or on-site owner provides lodging to others in three or more rooms, with or without meals, for compensation. "Compensation" may include money, services or other things of value. A boarding and rooming house differs from a rental house in that the owner lives on-site and rents out sleeping rooms and may provide common access to other areas of the house. A rooming/boarding house differs from a group living facility in that the residents do not receive care, treatment or assistance with daily living at the facility.

(ii) Standards.

(A) The rooming/boarding house must comply with the applicable City, State and other building, fire, health and safety codes as well as all applicable requirements and development standards applicable to the zone district in which the boarding and rooming house is to be located, except as modified in this subsection.

(B) Density. A rooming/boarding house is allowed as shown in the Use Table in Section 21.04.010. In a residential zone the rooming/boarding house

must not exceed maximum density for the zone, with density calculated as two rented rooms equal one dwelling unit.

(C) The rooming/boarding house site shall contain at least 500 square feet for each resident or room/suite, whichever is greater.

(D) The rooming/boarding house must meet the parking standards established in Section 21.06.050(c) of this Code.

(iii) Neighborhood meeting and notice. Prior to establishing a new rooming/boarding house (including conversion of an existing building or buildings), the applicant shall give mailed notice to and hold a meeting inviting owners of property within 1,000 feet of the proposed facility.

(A) At the meeting, the applicant shall describe the facility and its proposed uses.

(B) The neighborhood meeting shall be held at a location convenient to the neighborhood.

(C) If a neighborhood meeting is required because of a development application then only one neighborhood meeting, conducted in accordance with the more restrictive or higher standards, shall be necessary.

(4) Other group living. Other types of group living, such as but not limited to dormitory style living, may be permitted as provided in the zone/use table (Section 21.04.010). Allowed density shall be as applicable to the zone district, with density calculated at 2 beds = 1 dwelling unit. Off-street parking shall be provided in accordance with the parking table in Section 21.06.050(c).

Section 21.02.060 (Summary of authority) is amended as follows (additions underlined, deletions ~~struck through~~):

21.02.060 Summary of authority. The following table summarizes the ~~required review,~~ decision-making and approval appeal authority provided under this zoning and development code.

Sec.	Procedure	Planning City			
		Director	Commission	Council	ZBOA
R = Review D = Decision A = Appeal					
21.02.070	Administrative development permit, all administrative	D	A		

	permits not listed herein				
21.02.070	Subdivision	D		A	
21.04.030(p)(2)	Group living facility (*except where a conditional use permit is required, see Conditional Use Permit, below)	<u>D*</u>			<u>A*</u>
21.04.030(p)(2)(vii)(C)(II)	Group living facility – sex offenders		<u>D</u>		
21.04.030(p)(1)	Fraternity or sorority	<u>D</u>			<u>A</u>
21.02.090	Vacation of plat without public right-of-way or easement	R	D	A	
21.02.090	Vacation of plat with public right-of-way or easement	R	R	D	
21.02.100	Vacation of public right-of-way or easement	R	R	D	
21.02.110	Conditional use permit	R	D	A	
21.02.120	Special permit	R	R	D	
21.02.120	Administrative changes to Comprehensive Plan	D		A	
21.02.130	Comprehensive Plan amendment	R	R	D	
21.02.140	Code amendment and rezoning	R	R	D	
21.02.150	Planned development	R	R	D	
21.02.160	Annexation	R		D	
21.02.170	Vested property rights	R	R	D	
21.02.180	Revocable permit – Landscaping and irrigation	D		A	
21.02.180	Revocable permit	R		D	
21.02.190	Institutional and civic facility master plans	R	R	D	
21.02.200	Variance	R			D
21.02.210	Rehearing and appeal –	-	-	-	-

	Director's decision	-	D	-	-
	Planning Commission decision	-	-	D	-

The table in Section 21.04.010 (Use Table) is amended to:

- move “Rooming/Boarding House” from household living to group living section
- correct a typographical error by changing “housing living” to “household living”
- add a reference to the use-specific standards applicable to rooming/boarding house
- add the principal use “Fraternities / Sororities” to the Use Category section of “Group Living” allowed in the R-8, R-12, R-16 and R-24 zones (but only near core campus area as provided in 21.04.020(p)1)(ii))
- add a reference to the use-specific standards of Section 21.04.020(p)1)
- eliminate CUP requirement for group living facilities in zone district where multi-family housing is allowed
- add an “other group living” category with reference to Section 21.04.020(p)(2)
- allow such “other” group living with a CUP in certain zone districts

all as shown in the table excerpt below (additions underlined; deletions struck through):

Key: A = Allowed; C = Conditional; Blank Cell = Not Permitted																								
USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2	MX-	Std.
RESIDENTIAL																								
Household Living – residential occupancy of a dwelling unit by a “household”	Business Residence												A	A	A	A	A	A	A	A	A			21.04.030(i)
	Rooming/Boarding House							-	A	A	A	A	A	A	A								-	-
	Two Family Dwelling					A	A	A	A	A			A	C										See GJMC 21.03.090
	Single-Family Detached	A	A	A	A	A	A	A					A	C	C			A						21.04.030(m)
	Multifamily							A	A	A	A	A	A	A	A				A	A				21.04.030(n)

Key: A = Allowed; C = Conditional; Blank Cell = Not Permitted

USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2	MX-	Std.
	Accessory Dwelling Unit	A	A	A	A	A	A	A	A			A	A											21.04.040(f)
	Agricultural Labor Housing	A															A							
	Manufactured Housing Park						C	C	C															21.04.030(f)
	All Other Housing Household Living						A	A	A															
Home Occupation	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A			A						21.04.040(g)
Group Living – residential occupancy of a structure by a group of people who do not meet the definition of “Household Living”	Small Group Living Facility	A	A	A	A	A	A	A	A	A	A	A	A	C	C			C	A					21.04.030(p) & 21.04.020(b)
	Large Group Living Facility						A	A	A	A	A	A	A	C	C			A	C	A				21.04.030(p) & 21.04.020(b)
	Unlimited Group Living Facility								A	C	A	A	A	A	C	C			A	C	A			21.04.030(p) & 21.04.020(b)
	<u>Fraternities/Sororities*</u>						<u>A*</u>	<u>A*</u>	<u>A*</u>	<u>A*</u>	<u>A*</u>	<u>A*</u>												<u>21.04.020(p)(1)</u> <u>* location restricted; see</u>

Key: A = Allowed; C = Conditional; Blank Cell = Not Permitted

USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2	MX-	Std.
																								21.04.020(p)(1)(ii)
	<u>Rooming/Boarding House</u>							A	A	A	A	A	A	A	A									21.04.030(p)(3)
	<u>Other Group Living (e.g., dormitory style living)</u>						C	C	A	A	A	A	A	A	A			A	A					21.04.020(b) 21.04.030(p)(4)

All other provisions of the Use Table shall remain in full force and effect.

Section 21.04.020(b) (group living) is amended as follows (additions underlined, deletions struck through):

(b) Group Living.

(1) Characteristics. Group living is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of household living. A group living facility is type of group living characterized by the provision of training, treatment, supervision or other professional support or care and who receive care, training, treatment, supervision or other support from caregivers or staff at the on site. Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a typical family. Uses where tenancy may be arranged for a shorter period are not considered residential. ~~They they~~ are considered to be either a form of lodging (see the retail sales and service categories) or a temporary shelter (see and community service categories). Generally, group living structures have a common eating area for residents, but a common eating area by itself, without other care, treatment, supervision or other professional or health support services being provided on site, does not indicate a group living facility (a multifamily residential facility, such as apartments, may, for example, have a common eating area). ~~The residents may receive care, training, or treatment from caregivers at the site.~~

(2) Accessory Uses. Accessory uses commonly associated with group living are recreational facilities and parking of vehicles for occupants and staff.

(3) Examples. The group living category is further broken down into the following ~~specific uses~~ subcategories:

(i) Fraternity or sorority - a place of residence that is operated by a nationally or locally chartered membership organization and is used, occupied and maintained as living and dining quarters for its members who are enrolled in an accredited college or university or other accredited educational institution and which is recognized and subject to controls by such educational institution.

~~(i) (ii) Unlimited group living facility – a group living facility with shared by or the residence of 17 or more residents unrelated persons, exclusive of staff;~~

~~(ii) (iii) Large group living facility – a group living facility with 10 to 16 residents shared by or the residence of more than eight but fewer than 17 unrelated persons, exclusive of staff;~~

~~(iii) (iv) Small group living facility – a group living facility with 5 to 9 residents, shared by or the residence of more than four but up to eight unrelated persons, exclusive of staff; and~~

(v) Boarding and rooming house -- a single dwelling unit where a live-in or on-site owner provides lodging to others in three or more rooms, with or without meals, for compensation in the form of rent, "room and board," or in kind services.

~~(iv) Exceptions.~~ (vi) Other group living. Other group living includes dwelling units in a multi-unit complex shared by unrelated persons who have access to and common use of some living and eating areas and areas and facilities for the preparation and serving of food within the dwelling unit, and may include, by way of example and not limitation, dormitory-style living.

All other parts of Section 21.04.020 shall remain in full force and effect.

The table in Section 21.06.050(c) (parking table) is amended to add a row for the specific use of “Fraternities/Sororities” requiring a minimum of 1.5 parking spaces for each sleeping room plus 1.5 spaces for every 4 active non-resident members of the fraternity/sorority plus 1 space for every 3 staff employed at the facility, and to add a row for “Boarding and Rooming House” requiring a minimum of 1 space for each rented room plus two spaces, and to add a row for “Other Group Living (e.g., dormitory style living)” requiring 0.8 parking spaces per bed, as shown in the table excerpt below (additions underlined):

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF VEHICLE SPACES
RESIDENTIAL		
Group Living	Nursing Homes; Assisted Living Facility; Treatment Facility; Group Living Facilities	1 per 4 beds + 1 per each 3 employees
	<u>Fraternities / Sororities</u>	<u>1.5 spaces for each sleeping room plus 1.5 spaces for every 4 active non-resident members of the fraternity/sorority plus 1 space for every 3 staff employed at the facility.</u>
	<u>Boarding and Rooming House</u>	<u>1 space for each room available for rent plus 2 spaces</u>
	<u>Other Group Living (e.g., dormitory style living)</u>	<u>0.8 parking spaces per bed</u>
Household Living	Business Residence	1 per residence + business parking
	Bed and Breakfast	1 per guest room + 2 spaces for owner’s portion
	Rooming/Boarding House	1 per rooming unit
	Accessory Dwelling Unit	1 per unit
	Dormitories/Fraternities/Sororities	1 per 2 beds
	Single-Family, Two-Family	2 per unit
	Multifamily – 1 bedroom	1.25 per unit
	Multifamily – 2 bedroom	1.5 per unit
	Multifamily – 3+ bedroom	2 per unit

The following definitions of Section 21.10.020 (Terms defined) are added / amended as follows (additions underlined, deletions struck through):

~~Boarding and rooming~~ Rooming/boarding house means a building containing a single dwelling unit and three or more rooms where lodging is provided, with or without meals, for compensation. “Compensation” may include money, services or other things of value. A rooming/boarding house differs from a group living facility in that a boarding and rooming house

does not have staff and its residents do not receive care, treatment or assistance with daily living at the facility. For purposes of this definition receiving compensation in the form of rent or "room and board" does not render someone "staff;" staff is compensated by a salary or rate of pay based upon hours worked or work accomplished.

Family foster home means a home which receives one to four children for regular full-time care in a family home.

Foster child means a child who receives regular full-time care by a family in a family home.

Foster family means a family that provides regular full-time care to a foster child in the family home.

Foster parent means an adult who provides regular full-time care to a foster child in the family home.

Fraternity or sorority means a place of residence other than a hotel, rooming or boarding house or dormitory that is operated by a nationally or locally chartered membership organization and is used, occupied and maintained as living and dining quarters for its members who are enrolled in an accredited college or university or other accredited educational institution and which is recognized and subject to controls by such educational institution.

Group living facility, large means a group living facility with 10 to 16 residents shared by or the residence of more than eight but fewer than 17 unrelated persons, exclusive of staff.

Group living facility, small means a group living facility with up to 9 residents shared by or the residence of more than four, but up to eight unrelated persons, exclusive of staff.

Group living facility, unlimited means a group living facility shared by or the residence of with 17 or more residents unrelated persons, exclusive of staff.

Group living, other means housing where unrelated persons live together in a single dwelling unit in a multi-unit complex with common access to and common use of some living and eating areas and areas and facilities for the preparation and serving of food within the dwelling unit; and may include, by way of example and not limitation, dormitory-style living.

Group residence means dormitory, sorority, fraternity, and/or lodging where three or more individual rooms are occupied by residents who stay for periods of at least 30 days.

Household or household living means a family, or a group of not more than four unrelated persons, living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.

All other definitions in Section 21.10.020 shall remain in full force and effect.

Introduced on first reading this 15th day of March, 2017 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2017 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 4/5/17

Citizen's Name: DENNIS SIMPSON

Address: _____

Phone Number: _____

Subject: GENERAL - NOT ON AGENDA
CON 2A1

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.