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**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 6, 2018
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, Moment of Silence

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

Council Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the May 14, 2018 Workshop
- b. Minutes of the May 16, 2018 Executive Session
- c. Minutes of the May 16, 2018 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed in Section 5 of the agenda.

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the KOA Annexation C-1 (Light Commercial), Located at 2819 Highway 50 and Setting a Hearing for June 18, 2018
 - ii. Introduction of an Ordinance Rezoning 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial) and Setting a Hearing for June 18, 2018

3. Resolutions

- a. Resolution Authorizing a Non-Exclusive License Agreement for Telecommunication Equipment in the City's Right-of-Way
- b. Resolution Assigning City Councilmembers to Various Boards, Commissions, and Authorities

REGULAR AGENDA

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

4. Public Hearings

- a. Quasi-judicial
 - i. Ordinance Rezoning the 26 Road LLC Property from PD (Planned Development) to R-2 (Residential, 2 du/ac), Located Between 26 Road and 26 1/2 Road, South of H 3/4 Road
 - ii. Ordinance Approving an Amendment to Master Plan 2017 for St. Mary's Hospital and Environs and Rezone a Portion of Property to PD (Planned Development) with a Default Zone of B-1 (Neighborhood Business), Located at 510 Bookcliff Avenue

b. Legislative

- i. An Ordinance Amending Section 21.03.060 of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Cluster Development

5. Resolutions

- a. Resolution to Transfer Assets to the Fire and Police Pension Association of Colorado (FPPA) Defined Benefit System and File the Certification of Compliance for Partial Affiliation of the Fire Department Under the FPPA Defined Benefit System

6. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items that are not on tonight's agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

7. Other Business**8. Adjournment**

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
May 14, 2018 – Noticed Agenda Attached

Meeting Convened: 5:32 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:37 p.m.

City Councilmembers present: Councilmembers Bennett Boeschstein, Chris Kennedy, Phyllis Norris, Duncan McArthur, Rick Taggart, Duke Wortmann, and Mayor Barbara Traylor Smith.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Greg LeBlanc, Fire Chief Ken Watkins, Interim Police Chief Mike Nordine, Community and Development Director Tamra Allen, Senior Planner Kris Ashbeck, Utilities Director Randi Kim, Public Works Director Trent Prall, Finance Director Jodi Romero, Deputy Finance Director Jay Valentine, Parks and Recreation Director Rob Schoeber, and City Clerk Wanda Winkelmann.

Mayor Traylor Smith called the meeting to order.

Agenda Topic 1. Discussion Topics

a. **2018 Program Year Community Development Block Grant (CDBG) Allocate Additional Funding**

Mr. Caton stated this conversation first took place at the April 30 Workshop. Ms. Ashbeck noted that the City recently received its 2018 allocation of \$457,189 which is \$32,189 over the estimate used during the funding process. In addition, since the initial workshop, additional unexpended funds are available in the amount of \$1,323.

Council discussed the eligible applications to allocate the additional funds in the amount of \$33,512; Ms. Ashbeck stated that \$6,438 more may be allocated to Administration (20% cap) and \$4,771 more may be allocated to Services Projects (15% cap less outstanding unexpended funds). Of the March applications, there are six projects that were not funded and the majority of the remaining projects were only partially funded.

Discussion ensued about services to teenagers who are homeless, the value of the drop-in center, and mental health services.

Final allocations will be formally adopted at the May 16 Regular Meeting.

b. **Growth Management and Streets Policy, and Impact Fee Discussion**

Growth management is a set of strategies and policies that ensure that there are services available as population grows and development occurs. One of the most direct demands resulting from

growth and development is the impact on the transportation infrastructure. Other impacts include public safety and parks and open space. The City of Grand Junction is beginning to experience growth and development that has not been seen in many years, and that is expected to continue into the future. The State Demography Office projects that Mesa County will grow at an average of 1.3% per year for the next 10 years. At this rate, the City of Grand Junction will grow from 65,000 to 73,000 by 2028.

During the budget process last year, a shortfall of resources was identified when developing the 10-year capital plan. Staff noted the importance of having a discussion about impact fees with Council before the 2019 budget development process began.

In 2004, the City adopted a Growth and Development Related Street Policy as well as a financing mechanism to pay for improvements attributable to development. This changed what is required of development for public access and street safety improvements. The Transportation Capacity Payment (TCP) was adopted at a discounted rate of 52% of the total fee recommended. Over the last 15 years, the increase in the TCP fee has not kept up with the market and cost of improvements; currently the fee of \$2,554 for a single family home is about 35% of what it needs to be. The Mesa County Transportation Planning Region and Grand Valley Metropolitan Planning Organization have a TCP study underway that will be completed this fall that will provide guidance on where the TCP fee should be set.

Mr. Caton reported that next steps include evaluating the results of the TCP study that is currently underway, starting a Nexus study regarding public safety and utility impact fees, and beginning outreach to the development community regarding potential changes to the policy for on-site improvements.

Discussion ensued regarding funding for public safety needs, the comprehensive plan, street standards, village centers, the benefit of the study, and involving surrounding communities in the conversation.

Support was expressed for a study and beginning the conversation about policy changes for on-site improvements.

Agenda Topic 2. Next Workshop Topics

Mr. Caton reviewed the topics for the June 4th Workshop: City Council Rules of Procedures and City Council Minutes.

Councilmember McArthur noted sometimes City Council serves in a quasi-judicial capacity for certain matters and, as such, comments and feedback regarding those matters must be confined to the public hearing.

It was requested that Council liaison assignments to boards and commissions be discussed at the June 4th Workshop.

3. Other Business

Mayor Traylor Smith noted a new seating chart for Councilmembers is in effect for Regular meetings.

Adjournment

The Workshop adjourned at 7:37 p.m.

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**GRAND JUNCTION CITY COUNCIL
MONDAY, MAY 14, 2018**

**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. 2018 Program Year Community Development Block Grant (CDBG)
Allocate Additional Funding
- b. Growth Management and Streets Policy, and Impact Fee Discussion

2. Next Workshop Topics

3. Other Business

What is the purpose of a Workshop?

The purpose of a Workshop is for the presenter to provide information to City Council about an item or topic that they may be discussing at a future meeting. The less formal setting of a Workshop is intended to facilitate an interactive discussion among Councilmembers.

How can I provide my input about a topic on tonight's Workshop agenda?

Individuals wishing to provide input about Workshop topics can:

1. Send an email (addresses found here www.gjcity.org/city-government/) or call one or more members of City Council (970-244-1504);
 2. Provide information to the City Manager (citymanager@gjcity.org) for dissemination to the City Council. If your information is submitted prior to 3 p.m. on the date of the Workshop, copies will be provided to Council that evening. Information provided after 3 p.m. will be disseminated the next business day.
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3. Attend a Regular Council Meeting (generally held the 1st and 3rd Wednesdays of each month at 6 p.m. at City Hall) and provide comments during “Citizen Comments.”

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

May 16, 2018

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, May 16, 2018 at 4:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Phyllis Norris, Rick Taggart, Duke Wortmann, and Mayor Barbara Traylor Smith.

Executive Session #1

Councilmember Norris moved to go into Executive Session to discuss personnel matters under Colorado Revised Statutes 24-6-402(4)(f)(i) of the Open Meetings law relative to a City Council Employee, specifically the City Attorney, and we will be returning to open session. Councilmember McArthur seconded the motion. Motion carried unanimously. City Attorney John Shaver was present for this Executive Session.

The City Council convened into Executive Session at 4:00 p.m.

Councilmember Kennedy moved to adjourn. Councilmember Norris seconded. Motion carried unanimously.

Executive Session #2

Councilmember Norris moved to go into Executive Session to discuss matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e) for an Economic Development Prospect and we will be returning to open session. Councilmember Boeschstein seconded the motion. Motion carried unanimously. City Manager Greg Caton and City Attorney John Shaver were present for this Executive Session.

The City Council convened into Executive Session at 4:43 p.m.

Councilmember Kennedy moved to adjourn. Councilmember Boeschstein seconded. Motion carried unanimously.

Executive Session #3

Councilmember Norris moved to go into Executive Session to discuss matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to section 24-6-402(4)(e) of Colorado's Open Meetings Law relative to a possible transfer or sale of real property located at or near 2844-2856

Patterson Road and 2980-2982 Patterson Road and pursuant to section 24-6-402(4)(a) of Colorado's Open Meetings Law, and we will not be returning to open session. Councilmember Boeschstein seconded the motion. Motion carried unanimously. City Manager Greg Caton and City Attorney John Shaver were present for this Executive Session.

The City Council convened into Executive Session at 5:05 p.m.

Councilmember Kennedy moved to adjourn. Councilmember Boeschstein seconded. Motion carried unanimously.

The meeting adjourned at 5:33 p.m.

Wanda Winkelmann
City Clerk

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

May 16, 2018

The City Council of the City of Grand Junction convened into regular session on the 16th day of May 2018 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Duncan McArthur, Phyllis Norris, Duke Wortmann, Chris Kennedy, Rick Taggart, and Council President Barbara Traylor Smith. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Wanda Winkelmann.

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

Proclamations

Proclaiming May 16, 2018 as "VA 2K" Day in the City of Grand Junction

Councilmember Kennedy read the proclamation. Shawn Montgomery, Public Affairs Officer for Grand Junction Veterans Affairs Health Care System, was present to accept the proclamation. Mr. Montgomery introduced those with him and spoke of the event that took place earlier that day. Five hundred dollars were raised for homeless veterans during the event.

Proclaiming May 19, 2018 as Kids to Parks Day in the City of Grand Junction

Councilmember Wortmann read the proclamation. Rob Schoeber, Director of Parks and Recreation for the City of Grand Junction, was present to accept the proclamation and spoke of improvements being made to local parks (such as Hawthorne Park).

Proclaiming May 19, 2018 as Colorado Public Lands Day in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Scott Braden was present to accept the proclamation. He thanked Council for the proclamation and invited everyone to Colorado Public Lands Day events to be held on May 19, 2018.

Proclaiming May 20, 2018 as Emergency Medical Services Week in the City of Grand Junction

Councilmember McArthur read the proclamation. Ken Watkins, Fire Chief, was present to accept the proclamation. He thanked Council for the proclamation and introduced those that were with him. He spoke of the activities that will be taking place the week of Emergency Medical Services week.

Proclaiming June 2018 as Toastmasters Month in the City of Grand Junction

Councilmember Norris read the proclamation. Debbie Kemp, Treasurer of Talk of the Town Toastmasters, was present to accept the proclamation. She thanked Council for the proclamation and introduced those with her. She spoke of the organization and invited everyone to visit one of the meetings.

Certificates of Appointment – Horizon Drive Association Business Improvement District

Councilmember Boeschstein announced the appointment of Darshann Ruckman to the Horizon Drive Association Business Improvement District with a term ending April 2022.

Citizens Comments

Bruce Lohmiller spoke about the Grand Junction Housing Authority Board approaching him to serve on the Board and his intent to do so. He spoke about homelessness in Grand Junction and some possible solutions.

Presentation

Council President Traylor Smith presented Councilmember Taggart with a plaque of appreciation for his service of one year as Mayor.

Council Reports

Councilmember Taggart noted he has been out of town.

Councilmember Kennedy submitted the Grand Junction Economic Partnership report.

Councilmember Norris spoke of the Transportation Commission from Denver and how impressive their presence was in the City.

Councilmember McArthur attended the Pathway Family Shelter campaign kickoff on May 11th which will help families who are currently in the Homeward Bound shelter. On May 14th he attended the Police Week Flag Ceremony to honor fallen officers and on May 15th he attended the Western Colorado Children's Water Festival at Colorado Mesa University (CMU).

Councilmember Wortmann attended many meetings and shortened his report in the interest of time.

Councilmember Boeschstein attended the Urban Trails Committee meeting as well as the Music Festival on May 8th. He attended the Western Colorado Children's Water Festival at CMU on May 15th.

Council President Traylor Smith several many councilmembers were able to attend the Colorado Municipal League Spring Outreach presentation and spoke of the City's Annual Adopted Budget which is available online.

Consent Agenda

Councilmember Boeschstein moved to adopt the Consent Agenda items #1 - #5. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - Consider Funding the 2018 Community Development Block Grant Program Year Including Amendments to Action Plans for Previous Program Years, and Set a Public Hearing for Adoption of the 2018 Annual Action Plan for June 18, 2018

City Council will consider which activities and programs to fund for the Community Development Block Grant (CDBG) 2018 Program Year. The City will receive \$457,189 (\$32,189 more than estimated) for the 2018 Program Year beginning on September 1, 2018. In addition, Council will consider amendments to the Action Plans from prior program years to utilize a total of \$7,839 remaining funds to be allocated with the 2018 funds for a total allocation amount of \$465,028.

Kristen Ashbeck, Senior Planner, presented the item. Ms. Ashbeck gave a brief history and mission of the CDBG Program. She outlined the CDBG Annual Action Plan as well as the proposed funding for 2018 by services, and capital that City Council is considering. Ms. Ashbeck shared the 2018 Program Year Schedule.

The public hearing was opened at 6:46 p.m.

Chris Muller thanked Council for their support of organizations that provide services to the community.

Greg Moore, Homeward Bound, thanked Council for their support and their consideration.

Tanya Stucke, Executive Director of Arc Mesa County, thanked Council for their support and consideration.

The public hearing was closed at 6:49 p.m.

Councilmember Kennedy said he was thankful for the opportunity to get to help local organizations through these funding allocations and how important it is to support organizations that serve our community. He said although they were unable to fulfill all the requests, City Council helped as many organizations as they could.

Councilmember Boeschstein concurred with Councilmember Kennedy and hopes the program will continue.

Councilmember Boeschstein moved to approve the proposed funding requests and set a public hearing for adoption of the 2018 Annual Action Plan for June 18, 2018. Councilmember Kennedy seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - Resolution Accepting a Petition for the Annexation and Ordinances Annexing and Zoning the Tallman Annexation R8 (Residential with a Maximum Density of 8 Units per Acre) and C2 (Heavy Commercial), Located at 2734 B 1/4 Road and 2723 Highway 50

Joyce Luster has requested annexation of her 5.197 acres located on two parcels at 2734 B ¼ Road and 2723 Highway 50. The proposed annexation has no right-of-way and currently has residential uses. The owner is requesting annexation to apply for a major subdivision consisting of five lots, creating parcels for each of the five existing residential buildings (4 single-family and one duplex) on the property at 2734 B ¼ Road; and for future development of the property at 2723 Highway 50, which will constitute "annexable development" and as such, will be required to annex in accordance with the Persigo Agreement. This annexation will create an enclave of 22 parcels of land of approximately 23 acres. Pursuant to State Statutes, enclaves may be annexed after three years of being enclaved and pursuant to the Persigo Agreement, must be annexed within five years.

The applicant is requesting zoning of R-8 (Residential, 8 dwelling units per acre) for 1.41 acres located at 2734 B ¼ Road and a C-2 (Heavy Commercial) for 3.79 acres located at 2723 Highway 50. The proposed zoning is consistent with the Comprehensive Plan Future Land Use Map.

Dave Thornton, Principal Planner, presented the item by noting the location, surrounding areas, Future Land Use Map, and zoning of the property.

The public hearing was opened at 7:03 p.m.

There were no public comments.

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

Councilmember Norris asked about the cost of the annexation. Mr. Thornton referred her to the staff report that outlined the information. City Manager Caton spoke to this question and the Persigo Agreement regulations in regards to this property as well as the enclave it would create if annexed and outlined the costs the City would take on regarding road improvements, infrastructure, and police and fire services.

Councilmember Boeschstein emphasized the importance of the County contributing to the costs of such annexations.

Councilmember McArthur said he is familiar with the property and its surroundings, believes they have done a wonderful job with this development, and feels the applicant should not be penalized.

Councilmember Kennedy believes these annexations will benefit the City in the long run and hopes to work with the County to better the Persigo Agreement since City of Grand Junction residents are also County residents.

Council President Traylor Smith said the Persigo Agreement issues need to be resolved.

Councilmember McArthur moved to adopt Resolution No. 30-18 – A Resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings and determining that property known as the Tallman Annexation, located at 2734 B ¼ Road and 2723 US Highway 50 is eligible for annexation, Ordinance No. 4797 – An Ordinance annexing territory to the City of Grand Junction, Colorado, Tallman Annexation, approximately 5.197 acres, located at 2734 B ¼ Road and 2723 Hwy 50, and Ordinance No. 4798 – An Ordinance zoning the Tallman Annexation to R-8 (Residential with a maximum density of 8 units per acre) and C-2 (Heavy Commercial), located at 2734 B ¼ Road and 2723 Highway 50 on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - An Ordinance Amending the Comprehensive Plan Future Land Use Map Designation to Estate and Rezoning to R2 du/ac) 37 Acres, Located at 2064 South Broadway

The City owns 80 acres at 2064 South Broadway across from the Tiara Rado Golf Course. Approximately half of the property is used for the existing driving range and irrigation ponds. The City intends to sell 37 acres of the unused property for purposes of future development and is requesting to change the Future Land Use Map designation from “Park” to “Estate” and rezone the property from CSR (Community Services and Recreation) to R-2 (Residential, 2 du/acre).

Kathy Portner, Community Development Manager, presented the item which included the property's location, Future Land Use Map, and zoning. Staff found the rezone is consistent with the Comprehensive Plan.

The public hearing was opened at 7:24 p.m.

Speaking against the ordinance were area residents and property owners Mike Anton (2111 Desert Hills Road), Jake Brown (2067 E ½ Road), Steve Voytilla (2099 and 2097 Desert Hills Road), Tom Abbott (Desert Hills Road), Calvin Prochnow (524 South Broadway), Mark Brown, Luis Ludington (2101 Desert Hills Road), Greg Bagburth, Dave Maddox (497 Desert Hills Court), Kathleen E. Conway, Patrick Green (2045 South Broadway), Paul Brown (2067 E ½ Road), Clifford Neste (522 South Broadway), and Diana Curtis (2063 E ½ Road).

Eric Berry spoke in favor of the ordinance.

The public hearing was closed at 7:59 p.m.

Councilmember Kennedy thanked everyone for their comments. He asked City Manager Caton if there is a downward golfing trend in the area. City Manager Caton said there is. Councilmember Kennedy said requests such as these pose a conundrum. Council wants to accommodate influx of population to all areas of Grand Junction, but not at the expense of the current residents. Councilmember Kennedy asked if there are future plans to develop this property as a park. City Manager Caton said when the property was purchased in the 80's, they considered adding nine more holes to Tiara Rado Golf Course; due to property lines and the property to the east, which the City does not own, this is not possible. Demand does not support adding nine more holes and he doesn't foresee that changing in the near future. Councilmember Kennedy asked about the R-2 vs R-1 zoning and feasibility of selling and developing. City Manager Caton spoke to the appropriate land use and recommended the land be rezoned as R-2. Ms. Portner said the park would be rezoned as "estate" and explained the Comprehensive Plan allowances for zoning the property with the "estate" designation.

Councilmember Norris doesn't believe the City should compete with the three public golf courses in Grand Junction. She doesn't feel it is a good place for a park and doesn't believe the R-2 designation is appropriate.

Councilmember Taggart said he is uncomfortable with an R-2 designation and he would like to see the City "sit" on the property until the Redlands develops further. The City does not have money to develop that area as a park.

Councilmember Wortmann said the economic reality is things need to be built. He is not in favor of the current plan and will support the Comprehensive Plan, but he would

like to see this land develop in the future. He believes development is necessary for growth.

Councilmember Boeschstein doesn't believe the plan needs to be changed. He asked City Manager Caton who the petitioner is, and Mr. Caton stated it is the City. Councilmember Boeschstein said he heard many good reasons why the Comprehensive Plan should remain the same, but none of why it should be changed.

Councilmember McArthur asked if Council could change the zone to R-1. City Attorney Shaver said Council would have to agree to amend the Comprehensive Plan, and if they did, also set a zone. Anything less than an R-2 zone would be okay, more than this would require re-notice and have another public hearing. The property is not going to be utilized under the current zone. R-2 is consistent with the surrounding areas and it is realistic for the City to sit on it for ten years. Councilmember McArthur could support an R-2 zone for this property.

Councilmember Kennedy asked about the potential to amend the Comprehensive Plan and table the rezoning. City Attorney Shaver said Council has flexibility, although there may not be a lot of utility in doing so since the actions go hand-in-hand. City Attorney Shaver suggested "estate" with R-1 may be the best solution at this time.

Council President Traylor Smith asked for more clarification on the zoning. Ms. Portner reviewed some maps and addressed her question.

Councilmember McArthur moved to adopt Ordinance 4799 – An Ordinance amending the Comprehensive Plan Future Land Use Map Designation to estate and rezoning to R-1 (Residential, 1 du/ac) 37 acres located at 2064 South Broadway on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried by roll call vote with Councilmember Taggart voting NO.

A break was taken at 8:31 p.m.

The meeting was called back to order at 8:37 p.m.

Public Hearing - A Resolution Accepting a Petition for the Annexation and Ordinances Annexing and Zoning the York Annexation I1 Industrial), Located at 2122 H Road

The Applicants, Dale and Cindy York, requested annexation of their 5.943 acres located at 2122 H Road. The annexation will include 196.07 lineal feet of the developed H Road which is not currently dedicated as right-of-way. The property is being used as a large lot single-family residence. The owners requested annexation for future development of the property for outdoor storage, which will constitute "Annexable Development" and, as such, will be required to be annexed in accordance with the

Persigo Agreement. The Applicants are requesting zoning of I-1 (Light Industrial) for the property. The proposed zoning is consistent with the Comprehensive Plan Future Land Use Map.

Kathy Portner, Community Development Manager, presented the item including the location, Future Land Use Map, and the zoning of the property and the surrounding areas.

The public hearing was opened at 8:41 p.m.

There were no public comments.

The public hearing was closed at 8:41 p.m.

Councilmember Kennedy moved to adopt Resolution No. 31-18 – A Resolution accepting a petition for the Annexation of Lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the York Annexation, located at 2122 H Road, is eligible for annexation, Ordinance No. 4800 – An Ordinance annexing territory to the City of Grand Junction, Colorado, York Annexation, approximately 5.943 Acres, located at 2122 H Road, and Ordinance No. 4801 – An Ordinance zoning the York Annexation to I-1 (Light Industrial) on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:44 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 6, 2018

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Introduction of an Ordinance Zoning the KOA Annexation C-1 (Light Commercial), Located at 2819 Highway 50 and Setting a Hearing for June 18, 2018

RECOMMENDATION:

The Planning Commission recommended approval of the requested zoning at its May 22, 2018 meeting.

EXECUTIVE SUMMARY:

The Applicant, Two Rivers RV Park, LLC, is requesting zoning of the property associated with the 9.636-acre KOA Annexation. The request is to zone the property located at 2819 Highway 50 as C-1 (Light Commercial). The property is currently used as a commercial campground (KOA) which is an allowed use within the City's C-1 (Light Commercial) zone district. The proposed zoning is consistent with the Comprehensive Plan Future Land Use Map.

BACKGROUND OR DETAILED INFORMATION:

The KOA Annexation consists of a single parcel of land plus 351 linear feet of the north 30 feet of the B Road right-of-way that has been deeded to the City, totaling 9.636 acres, located at 2819 Highway 50 on Orchard Mesa. The property is currently used as a year-round commercial campground with cabins and recreation vehicle and tent spaces. The site contains an office building that has an apartment unit on the second floor which is occupied by the owners of the KOA. The Applicant has no plans to further develop the property other than to continue to improve it per franchise requirements as well as update the site consistent with the market demands in the

recreational vehicle and camping market. For example, the Applicant does plan to replace some recreational vehicle spaces with cabins due to the KOA franchise suggestions.

Annexation is requested in order to gain additional advertising through Visit Grand Junction. The Applicant also believes the City's campground regulations and Code Enforcement assistance are conducive to their continued efforts to improve the property.

The Applicant is requesting a C-1 (Light Commercial) zoning designation which is the same as the property's current County zoning. A campground is an allowed use within the C-1 zone district. This designation is consistent with the Comprehensive Plan Future Land Use Designation for the property which is Commercial.

Notification Requirements

A Neighborhood Meeting was held on March 7, 2018 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Nine neighbors attended the meeting along with the Applicant and City Staff. The Applicant discussed the proposed annexation and the reasons for the request. Both the Applicant and Staff clarified that the annexation was for the KOA property only and that it did not create an enclave for future annexation. Staff also outlined the annexation process and future notification that will be made of hearings on the matter. There were no negative comments concerning the request.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the public hearing in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 11, 2018 and the subject property was posted with an application sign on March 21, 2018.

Analysis

Pursuant to Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The current zoning of the parcel in unincorporated Mesa County is C-1 (Commercial) and the Future Land Use Map indicates the area to be Commercial. The proposed City zoning of C-1 is consistent with the existing zoning and the Future Land Use Map. The parcel is currently located within County jurisdiction and has a current County zoning designation. Because this property is being considered for annexation, the act of

annexation is an event that invalidates the County zoning and therefore a City zoning district needs to be applied. Staff therefore finds this criterion has been met.

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

This portion of the Highway 50 corridor has been commercial in nature for many years, with the existing commercial campground and the adjacent Mesa County Fairgrounds. The character or condition of the area has not changed therefore staff finds this criterion has not been met.

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

Since this site is an existing commercial campground, adequate public and community facilities and services exist and are sufficient to serve future development of potential improvements on the property. City Water and sanitary sewer are both presently available in the Highway 50 frontage road and B Road. The property is also served by Grand Valley Power (electric) and Xcel Energy (natural gas). Due to the proximity and availability of services and facilities, staff finds this criterion has been met.

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

As previously stated, the proposed C-1 zoning is consistent with the Commercial designation on the Future Land Use Map of the Comprehensive Plan. This portion of the Highway 50 corridor was designated Commercial to support existing non-residential uses as well as the potential for commercial growth and a Neighborhood Center located near the B-1/2 Road and Highway 50 intersection just west of the KOA property. This designation on the Future Land Use Map suggests that there is a need for more commercially-zoned properties along this corridor or at least a need to retain the commercial zoning that exists. Therefore, Staff found this criterion to have been met.

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

The community and Orchard Mesa area would derive benefits from the proposed zoning of this property as it would afford the Applicant additional commercial opportunities to enhance and expand an existing viable local business along the Highway 50 corridor. This supports the Comprehensive Plan and furthers the goal of sustaining a diverse economy. Because the community and area will derive benefits, staff has found this criterion has been met.

Section 21.02.140 of the Grand Junction Zoning and Development Code states that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan.

The Comprehensive Plan Future Land Use Map designates the property as Commercial. The request for a C-1 zone district is consistent with the Commercial designation. The zoning will implement the Comprehensive Plan. Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan.

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

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

Policy B: Create opportunities to reduce the number of trips generated for shopping and commuting and decrease vehicle miles traveled.

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

Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

Section 21.02.160(f) of the Grand Junction Municipal Code, states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. The Comprehensive Plan shows this area to develop in the Commercial category. The Applicant's request to zone the property C-1 (Light Commercial) is consistent with the Comprehensive Plan.

Findings of Fact

After reviewing the Zoning of the KOA Annexation, ANX-2018-131, a request to zone the 9.636-acre property to the C-1 (Light Commercial) zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan;
2. More than one of the applicable review criteria in Section 21.02.140 of the Grand

Junction Municipal Code have been met; and.

3. The applicable review criteria in Section 21.02.160(f) of the Grand Junction Municipal Code have been met.

FISCAL IMPACT:

This zone of annexation request does not have any direct fiscal impact. The fiscal impact related to the annexation of the property was previously provided as part of the Council's resolution introducing proposed annexation and will also be provided as part of the information related to the second reading of the request that combines both the annexation and zoning into one action for consideration by the Council.

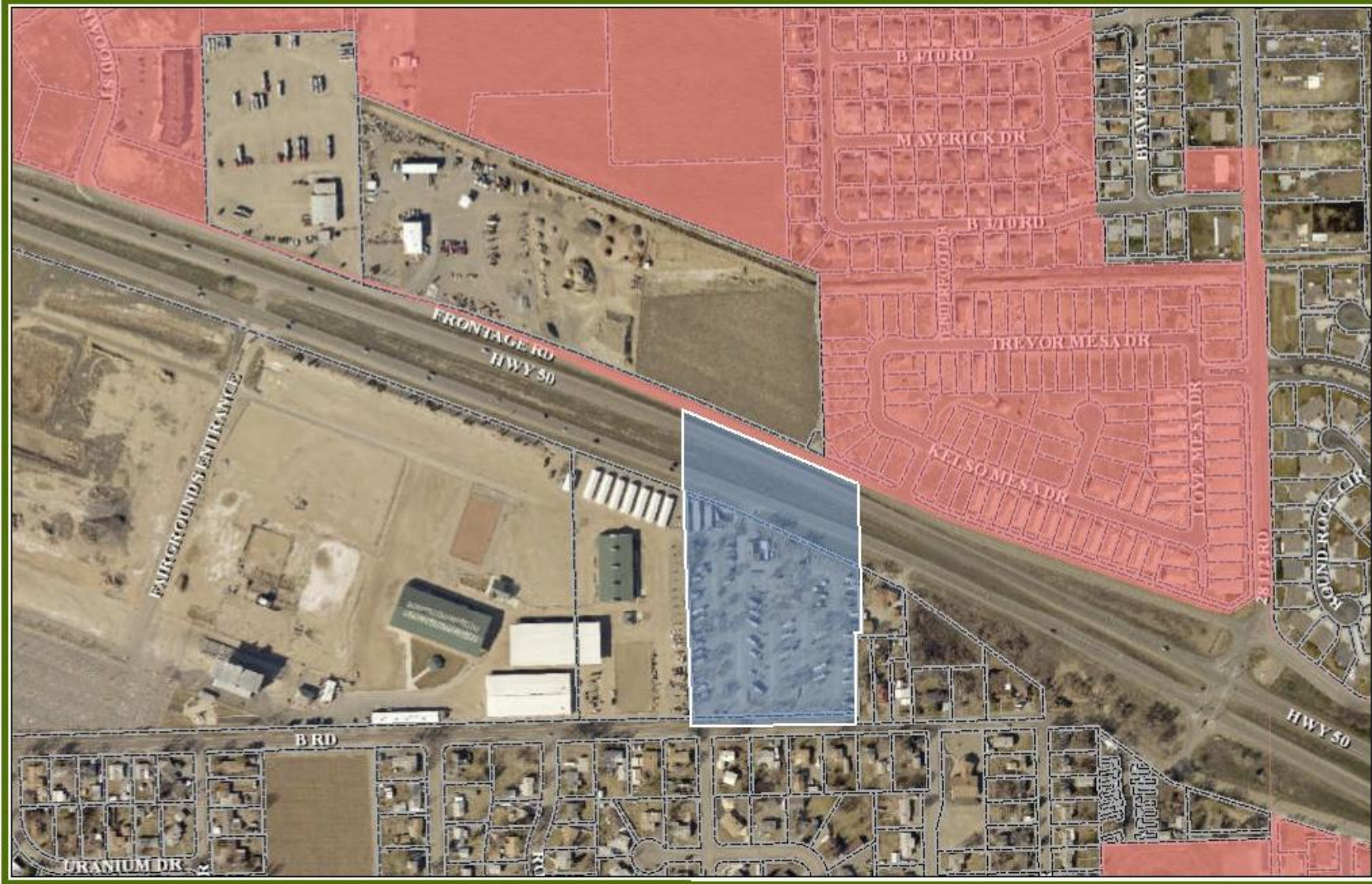
SUGGESTED MOTION:

I move to introduce an ordinance zoning the KOA Annexation to C-1 (Light Commercial) located at 2819 Highway 50 and set a hearing for June 18, 2018.

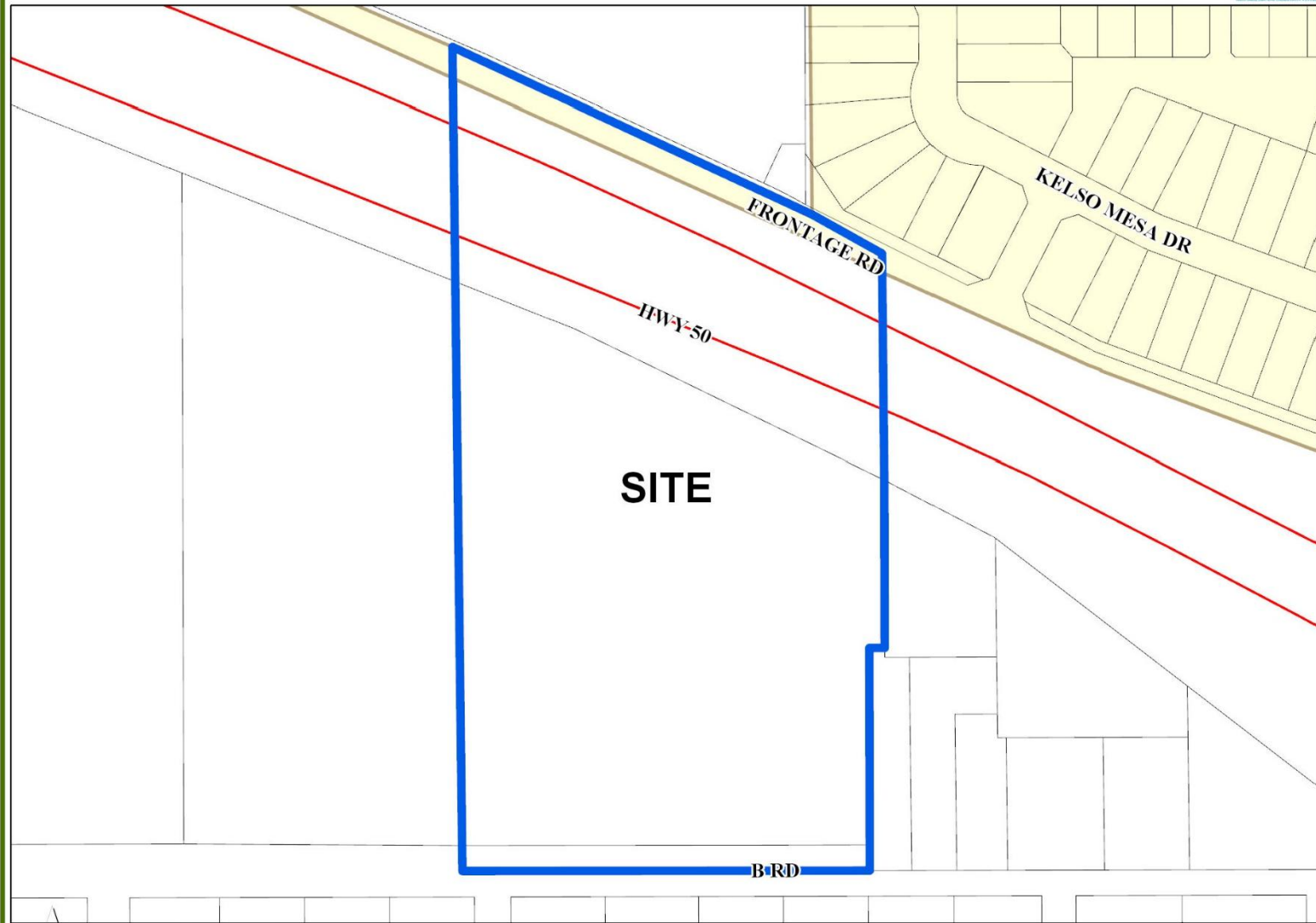
Attachments

1. KOA Annexation Maps
2. KOA Annexation Site Photos
3. KOA Annexation Zoning Ordinance

KOA ANNEXATION VICINITY MAP



KOA Annexation



0 50 100 200
Feet

Annexation Boundary

City Limits

Date: 3/26/2018

KOA Annexation



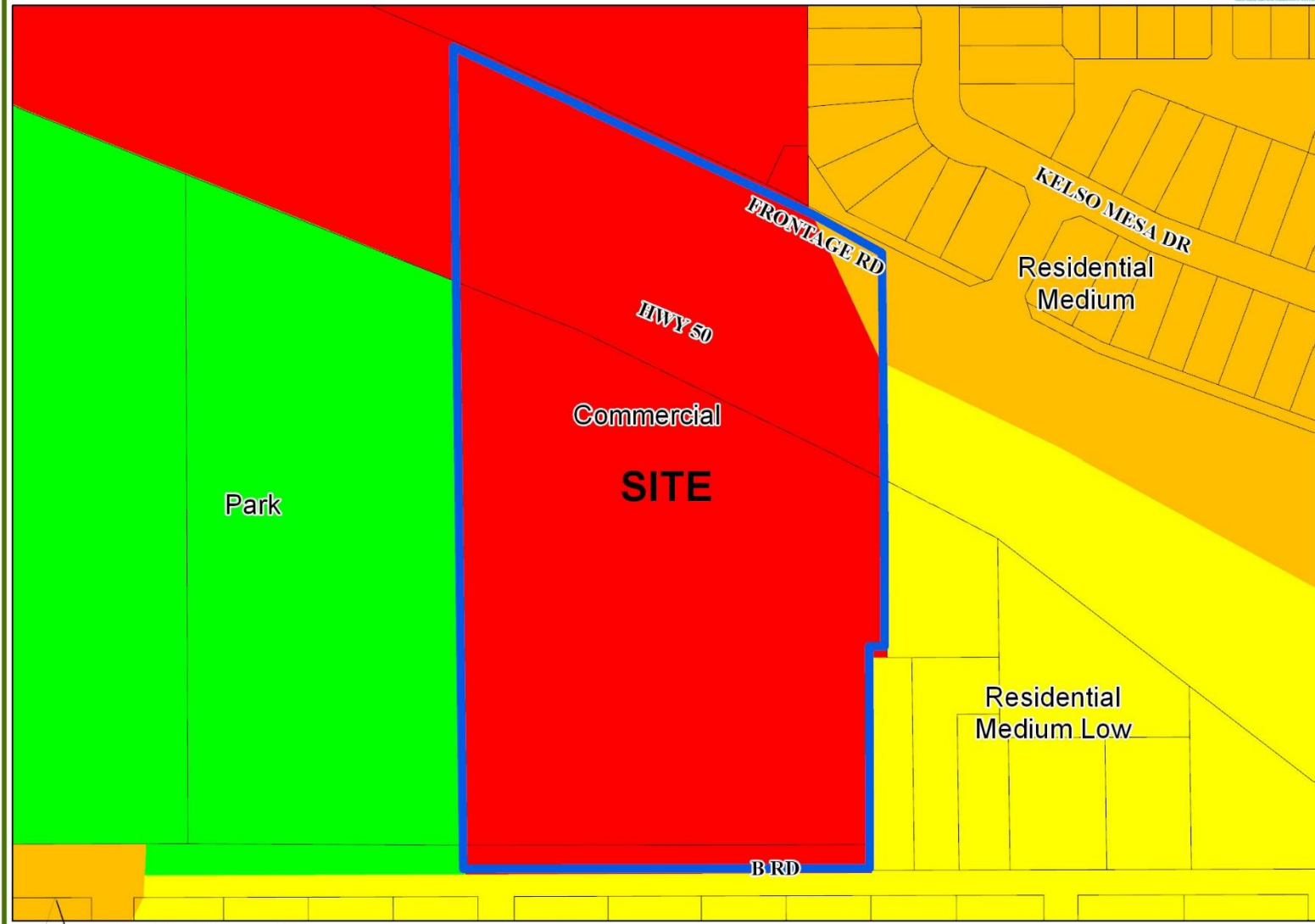
0 50 100 200
Feet

 Annexation Boundary

 City Limits

Date: 3/26/2018

KOA Annexation - Future Land Use

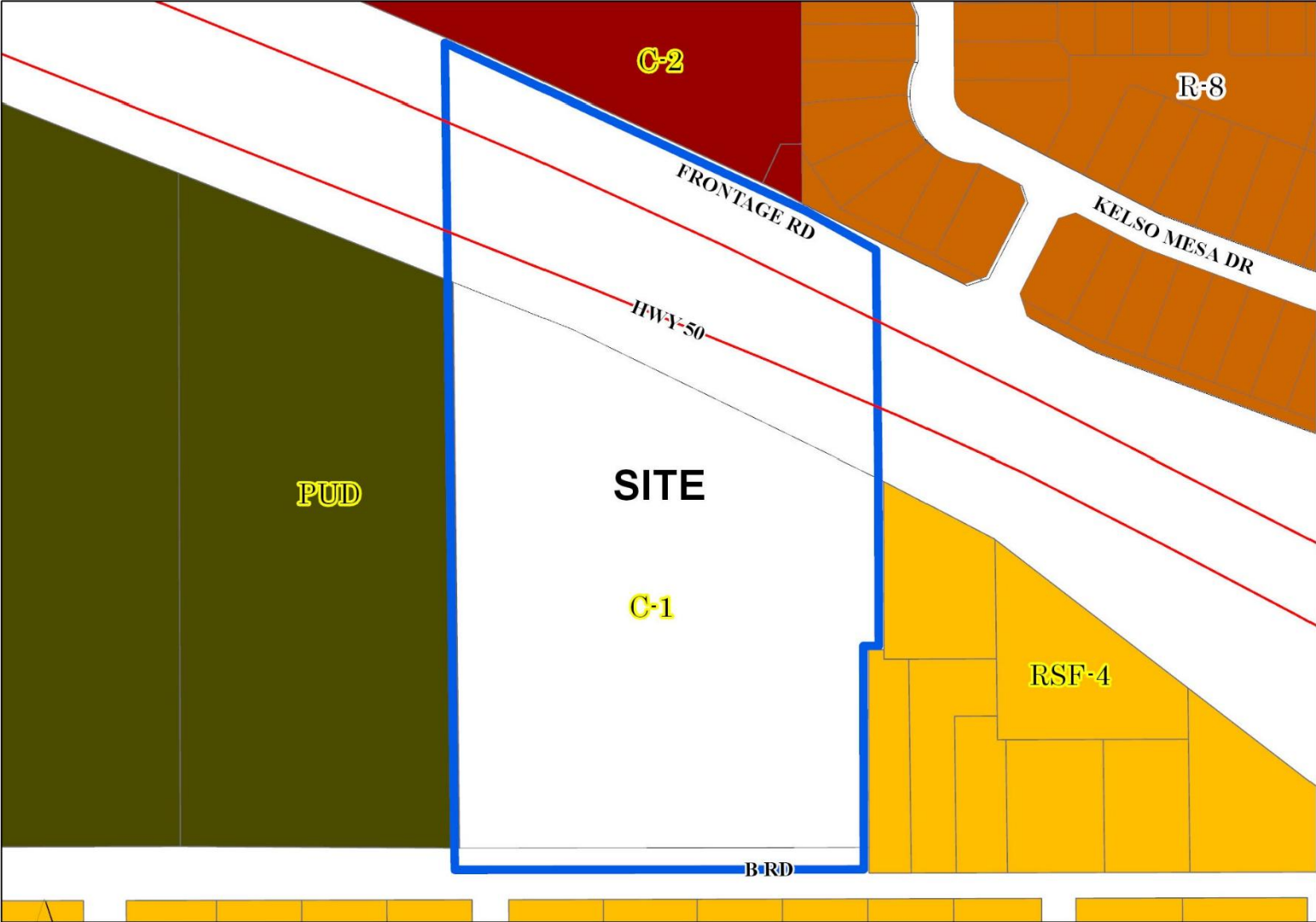


0 50 100 200 Feet

 Annexation Boundary

Date: 3/26/2018

KOA Annexation - Zoning



0 50 100 200 Feet

CITY ZONING **COUNTY ZONING** Annexation Boundary

Date: 3/26/2018



KOA Campground – Entry from Highway 50 Service Road



KOA Campground Looking North

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE KOA ANNEXATION
C-1 (LIGHT COMMERCIAL)**

LOCATED AT 2819 HIGHWAY 50

Recitals

The Applicant, Two Rivers RV Park, LLC, is requesting zoning of the property associated with the 9.636-acre KOA Annexation. The request is to zone the property located at 2819 Highway 50 as C-1 (Light Commercial). The property is currently used as a commercial campground (KOA) which is an allowed use within the City's C-1 (Light Commercial) zone district. The proposed zoning is consistent with the Comprehensive Plan Future Land Use Map.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the KOA Annexation to the C-1 (Light Commercial) zone district, finding that it conforms with the designation of Commercial as shown on the Future Land Use Map of the Comprehensive Plan; and is in conformance with the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the C-1 (Light Commercial) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property be zoned C-1 (Light Commercial):

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East, Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 5581, Pages 510 thru 513, Public Records of Mesa County, Colorado, a distance of 964.25 feet, more or less, to a point on the South line of Chipeta Pines Annexation No. 2,

City of Grand Junction Ordinance No. 3191, as same is recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence Southeasterly along the arc of a 11,575.00 foot radius non-tangent curve, concave Southwest, whose long chord bears S 64°43'03" E, with a long chord length of 560.13 feet, thru a central angle of 02°46'22", an arc length of 560.18 feet; thence S 00°00'00" E, a distance of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 00°00'00" E, a distance of 261.00 feet, more or less, to a point on the South lie of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°57'55" W, along said South line, a distance of 128.00 feet, more or less, to the Point of Beginning.

CONTAINING 419,753 Square Feet or 9.636 Acres, more or less, as described.

Mesa County, Colorado
See Exhibit A.

INTRODUCED on first reading this ____ day of _____, 2018 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

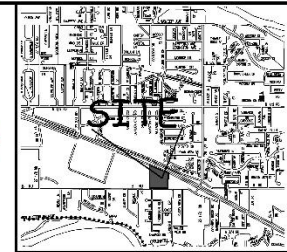
ATTEST:

President of the Council

City Clerk

KOA ANNEXATION

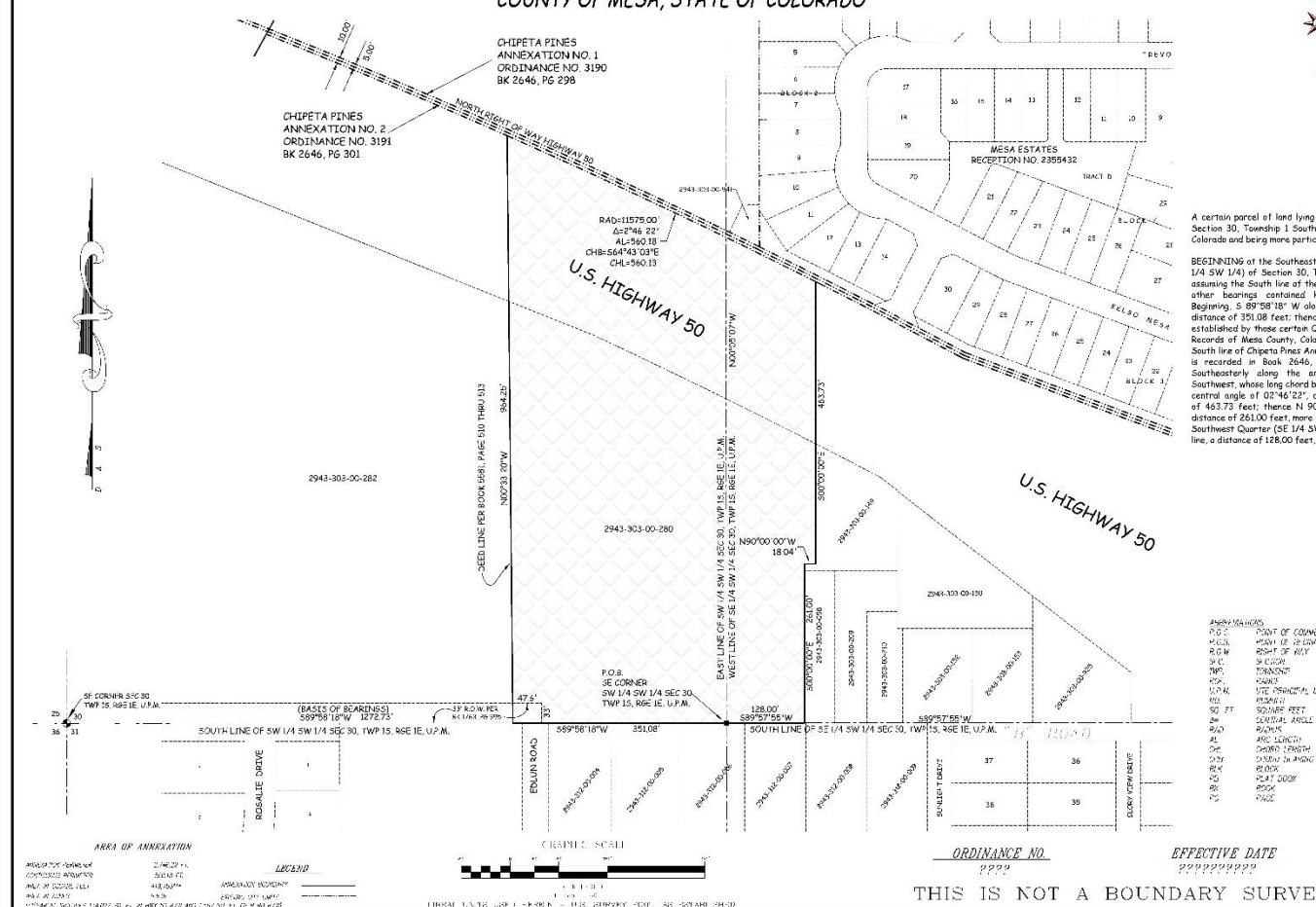
SITUATE IN THE S 1/2 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 EAST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



DESCRIPTION

A certain parcel of land lying in the South-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian and assuming the South line of the SW 1/4 SW 1/4 of said Section 30 bears S 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'18" W along the South line of the SW 1/4 SW 1/4 of said Section 30, a distance of 351.08 feet; thence N 00°33'20" W, along that certain boundary line determined and established by those certain Quit Claim Deeds recorded in Book 558, Pages 1510 thru 513, Public Records of Mesa County, Colorado, a distance of 964.25 feet; thence to a point on the South line of Chipeta Pines Annexation No. 2, City of Grand Junction recorded in Book 2646, Page 301, Public Records of Mesa County, Colorado; thence S 46°13'03" E, a distance of 560.13 feet; thence S 00°00'00" E, a distance of 463.73 feet; thence N 90°00'00" W, a distance of 18.04 feet; thence S 89°58'18" W, along the South line of the SW 1/4 SW 1/4 of said Section 30, thence S 89°58'18" W, a distance of 261.00 feet; more or less, to a point on the South line of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 30; thence S 89°58'18" W, a distance of 128.00 feet, more or less, to the Point of Beginning.



- ABBREVIATIONS**
- P.O.B. POINT OF BEGINNING
 - M.C.S. MEASURE
 - R.O.W. RIGHT OF WAY
 - S.W.C. SURVEY
 - D.P. DISTRICT
 - S.C. SECTION CORNER
 - U.P.M. UTE PRINCIPAL MERIDIAN
 - R.F. RODS
 - S.F. SQUARE FEET
 - C.A. CENTRAL ANGLE
 - R.A. RADIUS
 - A.L. ARC LENGTH
 - S.L. SLOPE
 - D.P. DISTRICT
 - D.P. DISTRICT
 - R.O.W. RIGHT OF WAY
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 - R.O.W. RIGHT OF WAY

The Sheets and Description contained herein have been reviewed and approved by the City of Grand Junction and recorded in the office of the Mesa County Clerk and Recorder. This plan was not consulted a local survey, and is not intended to be used as a means for establishing or verifying property boundaries.

ORDINANCE NO. 9999
EFFECTIVE DATE 99999999

THIS IS NOT A BOUNDARY SURVEY

PETER F. BRONKHORST, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 6748
STATE OF COLORADO
1989

<p>AREA OF ANNEXATION</p> <p>LEGEND</p>	<p>SCALE</p> <p>GRAPHIC SCALE</p>	<p>CITY OF Grand Junction COLORADO</p>	<p>PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT</p>	<p>KOA ANNEXATION</p>	<p>1 OF 1</p>
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Exhibit A



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: June 6, 2018

Presented By: Lori Bowers, Senior Planner

Department: Community Development

Submitted By: Lori Bowers

Information

SUBJECT:

Introduction of an Ordinance Rezoning 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial) and Setting a Hearing for June 18, 2018

RECOMMENDATION:

Planning Commission forwarded a recommendation of approval of the rezone request from B-1 (Neighborhood Business) to C-1 (Light Commercial) at their regularly scheduled meeting held on May 22, 2018.

EXECUTIVE SUMMARY:

The Applicant, Greg Cole, is requesting a rezone of 1.28 acres of property located at 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial). The purpose of the request is to rezone the property to a higher zoning designation to enable the development of an RV and boat storage yard. The proposed zoning of C-1 implements the Comprehensive Plan Future Land Use Map, which designates the property as Commercial.

BACKGROUND OR DETAILED INFORMATION:

The Applicant is requesting to rezone 1.28 acres from B-1 (Neighborhood Business) to C-1 (Light Commercial) for the property located at 519 30 Road. The requested rezone is to enable the future development of a boat and RV storage yard. The property is presently zoned B-1 (Neighborhood Business) and is currently occupied by a single-family residence that the owner is using as an office. The property owner is requesting review of the rezone application prior to submittal of a minor site plan review for the desired use of the property as an RV and boat storage yard. The proposed zoning of

C-1 implements the Comprehensive Plan Future Land Use Map, which has designated the property as Commercial. The property is also located within a Mixed Use Corridor which allows for an Applicant to seek a form-based zone district. The Applicant, however, does not wish to rezone the property to a form based district. The Mixed Use Opportunity Corridor overlays other future land use designations as shown on the Comprehensive Plan Future Land Use Map that allow for the Applicant to seek other zone districts which implement the underlying future land use designations, including in this case the C-1 (Light Commercial) zone district.

Adjacent properties to the south are zoned B-1 (Neighborhood Business). Properties across 30 Road are zoned C-1 (Light Commercial). The property directly north is still in unincorporated Mesa County and is zoned B-2 (Concentrated Business District). Directly west is a residential neighborhood under county jurisdiction, zoned RMF-8 (Residential Multi-Family District).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on February 6, 2018 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Seven citizens attended the meeting along with the applicant and City Staff. The Applicant discussed the proposed rezoning request and his anticipated type of development for the property if the rezoning is approved. He provided information about his proposal and some history about the site. Area residents who attended did not have any major concerns with the proposal and agreed that it would clean up the area and prevent the trespassing that has been occurring. To date, the City has not received any public comments concerning the proposed rezone.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal, in the form of notification cards, was sent to surrounding property owners within 500 feet of the subject property on May 9, 2018. The subject property was posted with an application sign on April 30, 2018 and notice of the public hearing was published May 15, 2018 in the Grand Junction Sentinel.

V. ANALYSIS

Pursuant to Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property owner wishes to rezone the property to a higher intensity zone district and develop the property with an RV and boat storage yard. An outdoor storage facility is

considered an appropriate development within the existing Commercial category of the Comprehensive Plan. However, because there are no significant events that have occurred since the annexation of the property in 2008 and zoned to B-1, there is no specific event that has invalidated the original premise, staff is unable to find that this criterion has been met.

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

The area surrounding the subject parcel currently has a mix of uses in the area. Single-family detached homes are on the west side. Directly to the north is a single-family residence that is being utilized as an automobile repair shop that is zoned B-2 (Concentrated Business District) under Mesa county regulations. To the south, the existing City zoning is B-1 (Neighborhood Business), and the adjacent use is multi-family. Further south is small retail shopping center and a convenience store. On the east side of 30 Road, the parcels within the City limits are zoned C-1 (Light Commercial). The parcels outside the City limits are zoned County B-2 (Concentrated Business District) with uses such as a car wash and a restaurant.

Staff has not found that the character of the area has changed and therefore finds this criterion has not been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve the proposed land uses associated with the C-1 zone district. Ute Water and City sanitary sewer are both presently available in 30 Road and currently serve the property. The property can also be served by Xcel Energy natural gas and electric. A fire hydrant is located within 190 feet of the property on the same side of the road. Due to the proximity and availability of services and facilities, staff finds this criterion has been met.

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

The community as a whole has more than 1,129 acres of C-1 zoned land but comprises only six percent of the total zoned acres within the City. Further there is a limited amount of C-1 zoned property in this area of the community with only 13 other C-1 zoned parcels being located within 1.15 miles of this property. Because of a lack of supply in this part of the community, staff has found that an inadequate supply of suitability designated land is available in this area of the community and therefore has found this criterion has been met.

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

The area and community, in general, would derive benefits from the proposed rezone of this property as it would add more commercial opportunities as well as different intensity of commercial uses to this mixed use area. This principle is supported and encouraged by the Comprehensive Plan and furthers the goal of promoting infill development. The proposed rezone will also provide the City with land that may be developed at an increased intensity for future commercial development. This increase of zoning intensity may also provide, when developed, residents with a secured storage area for recreational vehicles that are currently not allowed to be stored on City streets or within the front yard setback of residential properties. C-1 zoned properties must have a minimum lot size of 20,000 square feet. This property exceeds the minimum square footage required. C-1 zoning requires appropriate screening and buffering from other uses and other zoning designations. Any new use will require appropriate screening, buffering and appropriate setbacks per the Code. Because the community and area will derive benefits, staff has found this criterion has been met.

Section 21.02.140 of the Grand Junction Zoning and Development Code states that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan.

Future Land Use Map:

The Comprehensive Plan Future Land Use Map designates the property as Commercial. The request for C-1 (Light Commercial) zone district is consistent with the commercial designation and works to implement the Comprehensive Plan. The proposed rezone creates an opportunity for ordered and balanced growth spread throughout the community (Goal 3). The Comprehensive Plan's Goal 6 encourages preservation and appropriate reuse. This underutilized piece of property will likely be developed with a needed use and will allow more potential development should the proposed use of an RV storage yard either not be developed or be redeveloped in the future. Goal 7: New development adjacent to existing development (of a different density/unit type/land use type) should transition itself by incorporating appropriate buffering. C-1 zoning requires such buffering, screening and appropriate setbacks from existing developments. Staff believes this is an appropriate location for increased intensity with the required screening and buffering requirements of the C-1 zone district.

VI. STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the 519 30 Road Rezone application, RZN-2018-209, a request to rezone from B-1 (Neighborhood Business) to C-1 (Light Commercial), the following findings of fact and conclusions have been determined:

The requested rezone is consistent with the goals and policies of the Comprehensive Plan.

In accordance with Section 21.02.140 of the Zoning and Development Code, the application meets one or more of the rezone criteria.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development may have direct fiscal impact.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning 519 30 Road from B-1 (Neighborhood Business) to C-1 (Light Commercial) and set a hearing for June 18, 2018.

Attachments

1. Application
2. 519 30 Road Map
3. 519 30 Road Zoning Ordinance

Development Application

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

Petition For: Change of Use *REZONE*

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

Existing Land Use Designation Residential Commercial	Existing Zoning B-1
Proposed Land Use Designation Commercial	Proposed Zoning C-1

Property Information

Site Location: 519 30 Rd. Grand junction, Colorado 81504	Site Acreage: 1.28
Site Tax No(s): <i>2943-084-00-031</i>	Site Zoning: <i>B-1</i>
Project Description: RV Storage	

Property Owner Information

Name: Greg & Rhonda Cole

Street Address: 3662 G & 4/10 Rd

City/State/Zip: Palisade Colorado 815

Business Phone #: (970) 261-9633

E-Mail: pdagregc@gmail.com

Fax #:

Contact Person: Greg Cole

Contact Phone #: (970) 261-9633

Applicant Information

Name: Greg Cole

Street Address: 3662 G & 4/10 Rd

City/State/Zip: Palisade Colorado 815

Business Phone #: (970) 261-9633

E-Mail: pdagregc@gmail.com

Fax #:

Contact Person: Greg Cole

Contact Phone #: (970) 261-9633

Representative Information

Name: Greg Cole

Street Address: 3662 G & 4/10 Rd

City/State/Zip: Palisade Colorado 815

Business Phone #: (970) 261-9633

E-Mail: pdagregc@gmail.com

Fax #:

Contact Person: Greg Cole

Contact Phone #: (970) 261-9633

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

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

Signature of Person Completing the Application <i>[Signature]</i>	Date <i>1-16-18</i>
Signature of Legal Property Owner <i>[Signature]</i>	Date <i>1-16-18</i>

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Gregory D Cole, am the owner of the following real property:

(b) 519 30 Rd. Grand Junction, Colorado 81504

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Rhonda Leigh Cole

I have reviewed the application for the (d) Rezone Site Plan pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) NONE

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: *Gregory D Cole*

Printed name of owner: Greg Cole

State of Colorado)

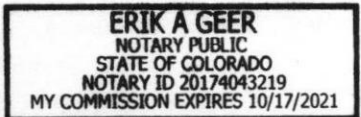
County of Mesa) ss.

Subscribed and sworn to before me on this 16th day of JANUARY, 20 18

by Greg Cole

Witness my hand and seal.

My Notary Commission expires on 10/17/2021



Erik A Geer
Notary Public Signature

WHEN RECORDED MAIL TO:

Timberline Bank
633 - 24 Road
Grand Junction, CO 81505

SEND TAX NOTICES TO:

Timberline Bank
Grand Junction
633 24 Road
Grand Junction, CO 81505



FOR RECORDER'S USE ONLY



DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$125,600.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated October 9, 2015, among GREGORY DEAN COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 and RHONDA LEIGH COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 ("Grantor"); Timberline Bank, whose address is Grand Junction, 633 24 Road, Grand Junction, CO 81505 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of MESA County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MESA County, State of Colorado:

**BEGINNING AT A POINT 840 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN;
THENCE NORTH 200 FEET;
THENCE WEST 330 FEET;
THENCE SOUTH 200 FEET;
THENCE EAST 300 FEET TO THE POINT OF BEGINNING;
EXCEPTING THEREFROM A 30 FOOT RIGHT OF WAY ALONG THE EAST SIDE OF SAID PROPERTY FOR ROADWAY OR RAILWAY PURPOSES, AS EXCEPTED IN WARRANTY DEED RECORDED AUGUST 19, 1988 IN BOOK 926 AT PAGE 16;
ALSO EXCEPTING THEREFROM THE EAST 20 FEET OF THE PARCEL DESCRIBED IN WARRANTY DEED SEPTEMBER 14, 1970 IN BOOK 950 AT PAGE 363, AS CONVEYED TO THE COUNTY OF MESA BY QUIT CLAIM DEED RECORDED MARCH 18, 1983 IN BOOK 1421 AT PAGE 569.
COUNTY OF MESA, STATE OF COLORADO.**

The Real Property or its address is commonly known as 519 30 ROAD, GRAND JUNCTION, CO 81504.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and

102218

WHEN RECORDED MAIL TO:

Timberline Bank
633 - 24 Road
Grand Junction, CO 81505

SEND TAX NOTICES TO:

Timberline Bank
Grand Junction
633 24 Road
Grand Junction, CO 81505



FOR RECORDER'S USE ONLY



DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$125,600.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated October 9, 2015, among GREGORY DEAN COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 and RHONDA LEIGH COLE, whose address is 3662 G 24/10 ROAD, PALISADE, CO 81526 ("Grantor"); Timberline Bank, whose address is Grand Junction, 633 24 Road, Grand Junction, CO 81505 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of MESA County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MESA County, State of Colorado:

BEGINNING AT A POINT 840 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN; THENCE NORTH 200 FEET; THENCE WEST 330 FEET; THENCE SOUTH 200 FEET; THENCE EAST 300 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A 30 FOOT RIGHT OF WAY ALONG THE EAST SIDE OF SAID PROPERTY FOR ROADWAY OR RAILWAY PURPOSES, AS EXCEPTED IN WARRANTY DEED RECORDED AUGUST 19, 1968 IN BOOK 926 AT PAGE 16; ALSO EXCEPTING THEREFROM THE EAST 20 FEET OF THE PARCEL DESCRIBED IN WARRANTY DEED SEPTEMBER 14, 1970 IN BOOK 950 AT PAGE 363, AS CONVEYED TO THE COUNTY OF ,MESA BY QUIT CLAIM DEED RECORDED MARCH 18, 1983 IN BOOK 1421 AT PAGE 569. COUNTY OF MESA, STATE OF COLORADO.

The Real Property or its address is commonly known as 519 30 ROAD, GRAND JUNCTION, CO 81504.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and

DEED OF TRUST
(Continued)

Page 2

use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall

DEED OF TRUST (Continued)

also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event

DEED OF TRUST (Continued)

Page 4

shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or Grantor's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

DEED OF TRUST (Continued)

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash

DEED OF TRUST (Continued)

expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Mesa County, State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Timberline Bank, and its successors and assigns.

Borrower. The word "Borrower" means GREGORY D COLE and RHONDA LEIGH COLE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means GREGORY DEAN COLE and RHONDA LEIGH COLE.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Timberline Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 9, 2015, in the original principal amount of \$125,600.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of,

DEED OF TRUST
(Continued)

consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of MESA County, Colorado.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

GREGORY DEAN COLE
[Signature]
RHONDA LEIGH COLE
[Signature]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF Mesa)



On this day before me, the undersigned Notary Public, personally appeared GREGORY DEAN COLE and RHONDA LEIGH COLE, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of October, 20 15.

By Kristi B. Cooley Residing at Land Title
Notary Public in and for the State of Colorado My commission expires 4/5/17

Grand Junction Fire Department New Development Fire Flow Form

Instructions to process the application: Step 1) Applicant's engineer should first fill out all items in Section A. Step 2) Deliver/mail this form to the appropriate water purveyor.¹ The water supplier signs and provides the required information of Section B. Step 3) Deliver/mail the completed and fully signed form to the City or County Planning Department.²

SECTION A

Date: 1-16-18

Project Name: RV Storage

Project Street Address: 519 30 Rd. GJ. Co. 81504

Assessor's Tax Parcel Number: 2943-084-00-031

Project Owner Name: Greg Cole

City or County project file #: _____

Name of Water Purveyor: _____

Applicant Name/Phone Number: 970-261-9653

Applicant E-mail: pdgregc@gmail.com

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area (see notes below) for each one or two family dwelling will be _____ square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.Comments: _____
2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction (See International Building Code [IBC] for all buildings used to determine the minimum fire flow requirements:

 - b. List each building that will be provided with an approved fire sprinkler system:

3. List the minimum fire flow required for this project (based on Appendix B and C in the International Fire Code [IFC]):

Comments: _____

Note:

Fire Area: The aggregate floor area enclosed and bounded by fire walls, fire barriers, exterior walls or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above.

Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures. In general, at least 1000 g.p.m. at 20 p.s.i. is required for residential one or two family dwellings up to 3,600 square feet (sf) of fire area. For dwellings greater than 3,600 sf of fire area or all commercial structures, the minimum fire flow is 1,500 gpm at 20 p.s.i. (See Fire Flow Guidance Packet⁴. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Applicant/Project Engineer: Refer to City of Grand Junction most recently adopted IFC, Appendix B and C, [IFC 2012], to determine the minimum fire flow required for this project, based on the Water Purveyor's information (*i.e.*, location, looping and size of water lines; water pressure at the site, *etc.*) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

End of Section A. Section B continues on the next page

Grand Junction Fire Department New Development Fire Flow Form

SECTION B

[To be completed by the Water Supplier]

Attach fire flow test data for the hydrants

Failure to attach the fire flow test data and/or diagram may delay your project review.

1. Circle the name of the water supplier: **Ute** **Clifton** **Grand Junction**
2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:

3. Attach the fire flow test data @ 20 p.s.i. for the fire hydrants nearest to the development/project that must be use to determine available fire flow. Test data is to be completed within the previous 12 months or year. Identify the fire hydrants used to determine the fire flow:

[Or: 1. attach a map or diagram with the same information, or 2. attach a map/diagram with flow modeling information.]

4. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum g.p.m. @ 20 p.s.i. residual pressure, please list what the applicant/developer must do or obtain:

Print Name and Title of Water Supplier Employee completing this Form:

Date: _____

Contact phone/E-mail of Water Supplier: _____

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer⁵ to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If required, a State of Colorado Licensed Professional Engineer shall submit a complete stamped-seal report to the Grand Junction Fire Department. All necessary support documentation shall be included.

¹ There are three drinking water suppliers: Ute Water 970-242-7491, Clifton Water 970-434-7328 and City of Grand Junction water 970-244-1572.

² Address: City – 250 N 5th St, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502

³ International Fire Code, 2012 Edition

⁴ <http://www.gjcity.org/residents/public-safety/fire-department/fire-prevention-and-contractors/>

⁵ City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

Fire Flow Hydrant Master With Graph



Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Test Date: 1/22/18 2:00 pm

NFPA Classification:	
Blue	AA
8022.12	

Work Order: 674
Operator: Robert/Dusty

Test did not reach recommended drop of 25% per NFPA 291

Test Hydrant: 3/4 " Meter
Address: _____
Cross Street: _____
Location: _____
District: _____
Sub-Division: _____

Latitude: _____
Longitude: _____
Elevation: _____
State X / Y: _____ / _____

Pumpers:

Nozzles:

Open Dir:

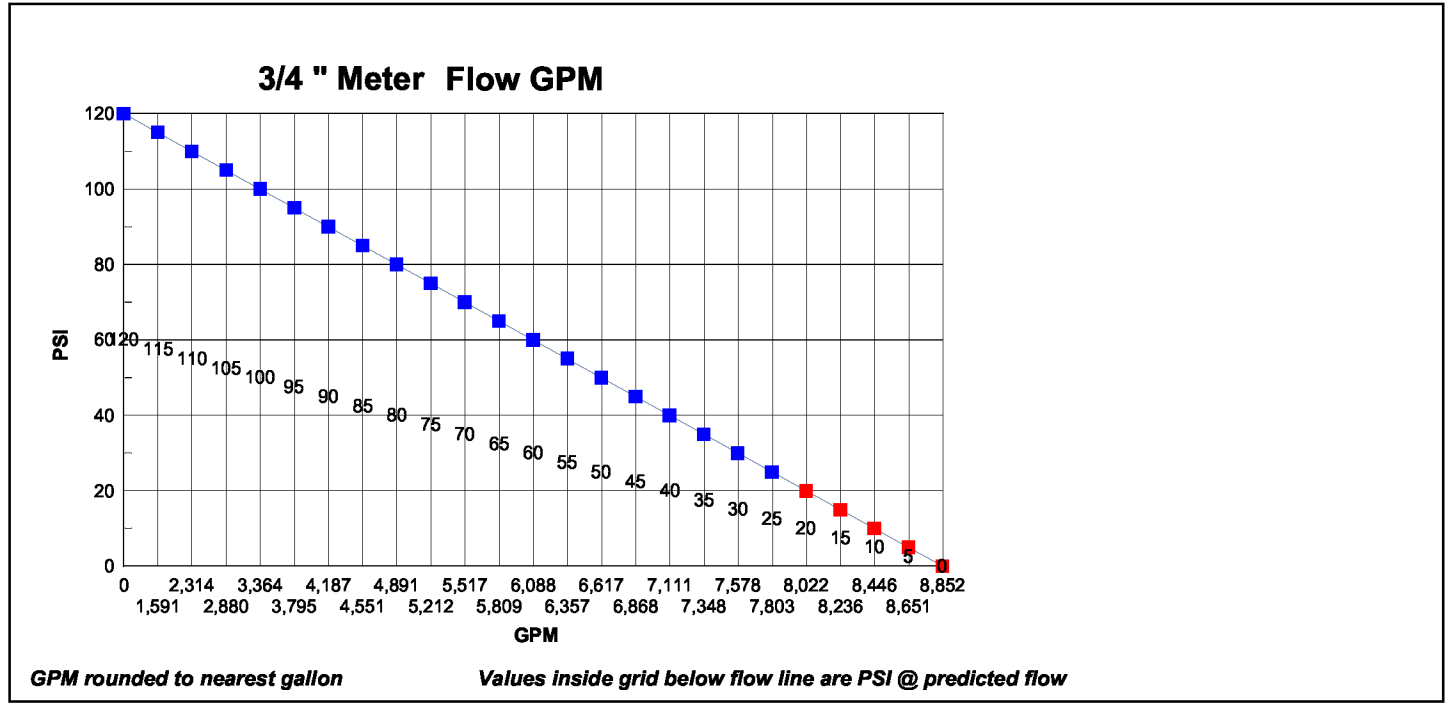
Manuf:
Model:

Installed:
Main Size:

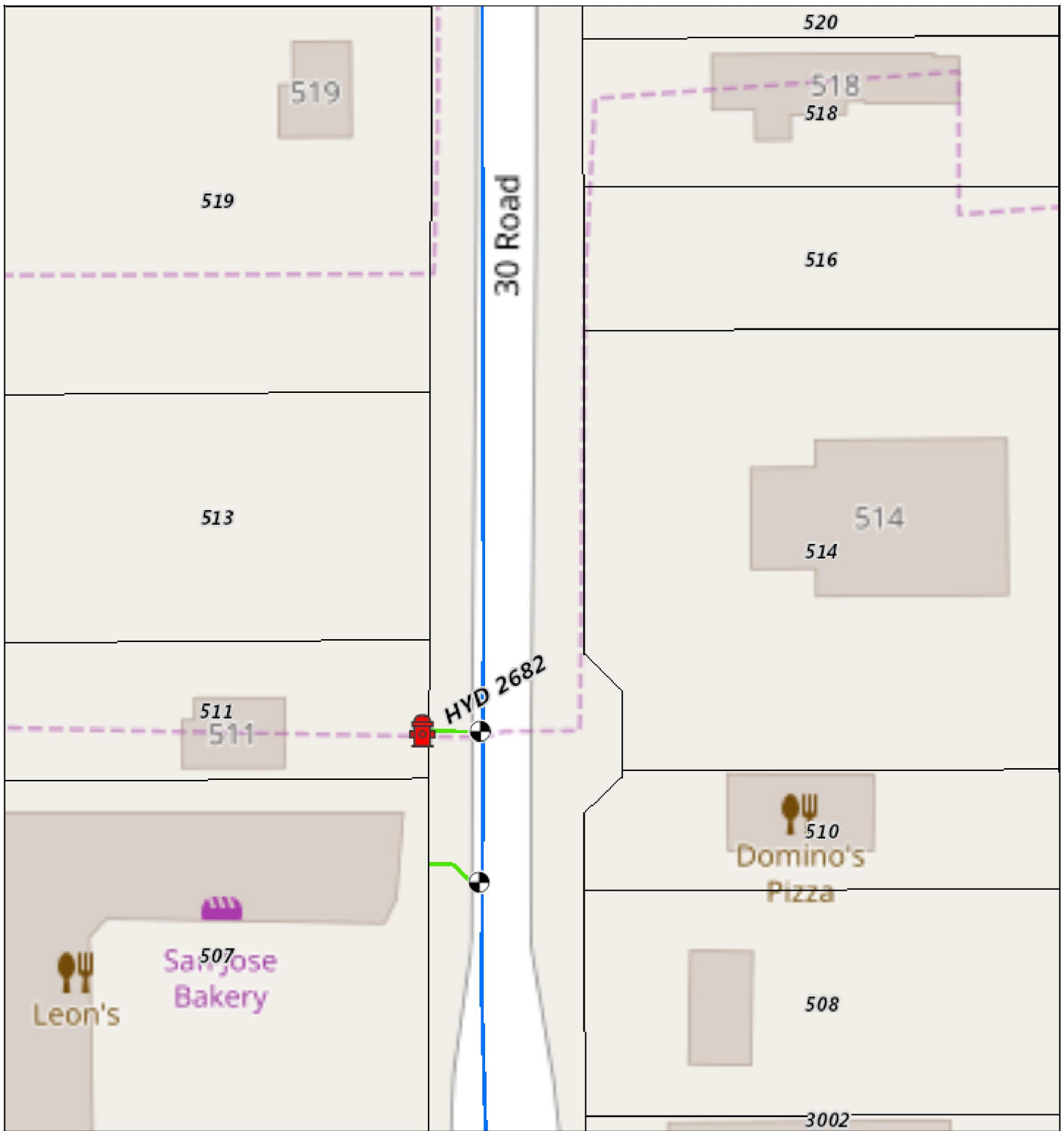
Vandal Proof:
Bury Depth:

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	2682	2.5" Hose Monster	2.50	1591.23	7956.15
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 89.00	Total Gallons Used: 7956.15
Static PSI: 120.00	Max GPM during test: 1,591.23
Residual PSI: 115.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 4.17	Predicted GPM @ 20 PSI: 8022.12

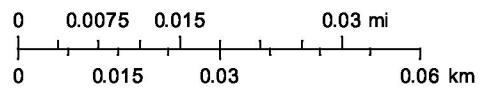


514 30 Rd



January 22, 2018

1:1,128



- | | | | | | |
|----------------------|------------------|--------------|-----------------|--|---------------------------|
| | Fire Hydrant | | Curb Stop Valve | | Lateral Lines |
| | Regulator | | Control Valve | | System Valves Maintenance |
| | Cathodic Station | | Meters | | USBR Pipeline |
| System Valves | | Mains | | | Southside Canal |
| | Gate Valve | | 12" Larger | | Parcels |
| | Ball Valve | | 6" thru 10" | | Ute Water Property |
| | Butterfly Valve | | 1" thru 4" | | Horse Mtn Pump Zone |

Map data © OpenStreetMap contributors, CC-BY-SA

General Project Report for 519 30 Rd. Grand Junction Colorado 81504 rezone to C-1.

The area off of the house is an open dirt lot with weeds and I would like to fence it in and make it RV storage. I think the area would benefit from a secured lot instead of an open lot for people to drive through at all times of the night and weekends. The condition of the neighborhood has not changed and is surrounded by commercial and residential properties and would benefit from a clean and secure lot. There is adequate facility to serve a storage lot for all the residential properties with an HOA that will not let RV parking happen in there subdivisions or trailer parks. The area will benefit from the re zone due to the cleaning up of property and not just a dirt open lot. The area will also benefit with tax revenue.

Thanks Greg Cole (970) 261-9633

Meeting notes and attached signatures of attendees for 519 30Rd. Grand Junction Colorado 81504 rezone to C-1.

We meet at 6:00 PM on 2/6/2018 for a neighborhood meeting on rezoning 519 30Rd. There were 9 people that were there including me (Greg Cole). I explained that we wanted to convert the vacant land into RV storage and surround area with a 6 Ft. privacy fence and locked gate with a gravel based lot. Lois Fenton stated she thought it was a good idea and had not complaints. Kathy Bowens has storage units across the street and stated RV storage was a good idea. There was no objection from the attendees.

Sincerely, Greg Cole

Notice of Neighborhood Meeting

January 18, 2018

Dear Neighbors,

I will be holding a Neighborhood Meeting to discuss the proposed RV Storage Lot at 519 30 Rd, Grand Junction Colorado 81504. I will provide information on the planned project and will answer any questions you might have at that time. The meeting will be held on Tuesday February 6th, 2018 at 6:00 pm at 519 30 rd. Grand Junction Colorado 81504. I look forward to seeing you there.

Sincerely, Greg Cole

A handwritten signature in black ink, appearing to read 'Greg Cole', with a long horizontal flourish extending to the right.

Greg Cole

(970) 261-9633

pdagregc@gmail.com

<u>Name</u>	<u>Address</u>	<u>phone or email</u>
Lois Fenton	513 Florence Rd.	smokie #2000@msn.com
Jason Fenton	513 Florence Rd	
Kathy Baughman	2985 N Ave	970-201-2985
Lori Bowers - City Rep		256-4033
Alens & Austin Stewart	3286 Hunter Ct Clifton CO. 81520	(970)361-7695
Edk Geer	1720 3 rd Ave	210-4630
Greg Cole	3662 6 th 4 th Rd Palisade Co 81526	261-9633
Dubie Stewart	499 Moonlight Ct. Grand Junction, CO	361-7222
John [Signature]	429 moonlight ct Grand Junction, CO	433-5706



Mesa County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R034989	294308400031	Apr 20, 2018	2018-04-20-VP-10579

COLE GREGORY DEAN
 3662 4/10 RD
 PALISADE, CO 81526

Situs Address	Payor
519 30 RD	COLE GREGORY DEAN 3662 4/10 RD PALISADE, CO 81526

Legal Description
 BEG 840FT N OF SE COR SEC 8 1S 1E N 200FT W 330FT S 200FT E TO BEG EXC E 50FT FOR ROW 20FT WHICH IS DESC IN B-1421 P-569 OF MESA CO RECORDS

Property Code	Actual	Assessed	Year	Area	Mill Levy
SINGLE FAMILY LAND - 1112	65,000	4,680	2017	10301	71.001
SINGLE FAMILY IMP - 1212	115,300	8,300	2017	10301	71.001

Payments Received

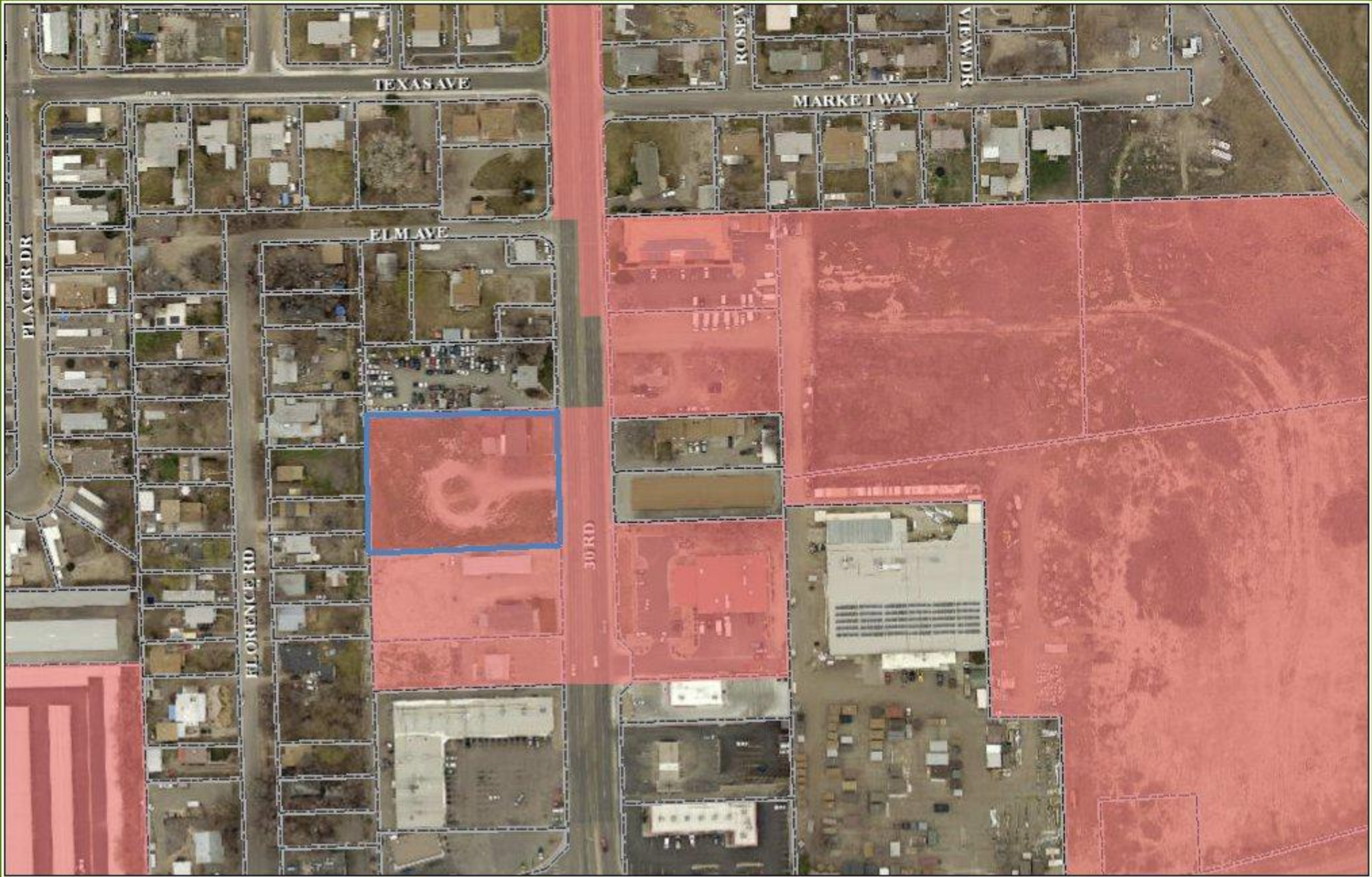
Check	\$460.80
Check # 1483	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2017	Tax	\$921.60	\$460.80	\$460.80	\$0.00
				\$460.80	\$0.00
			Balance Due as of Apr 20, 2018		\$0.00

Thank you for your payment.

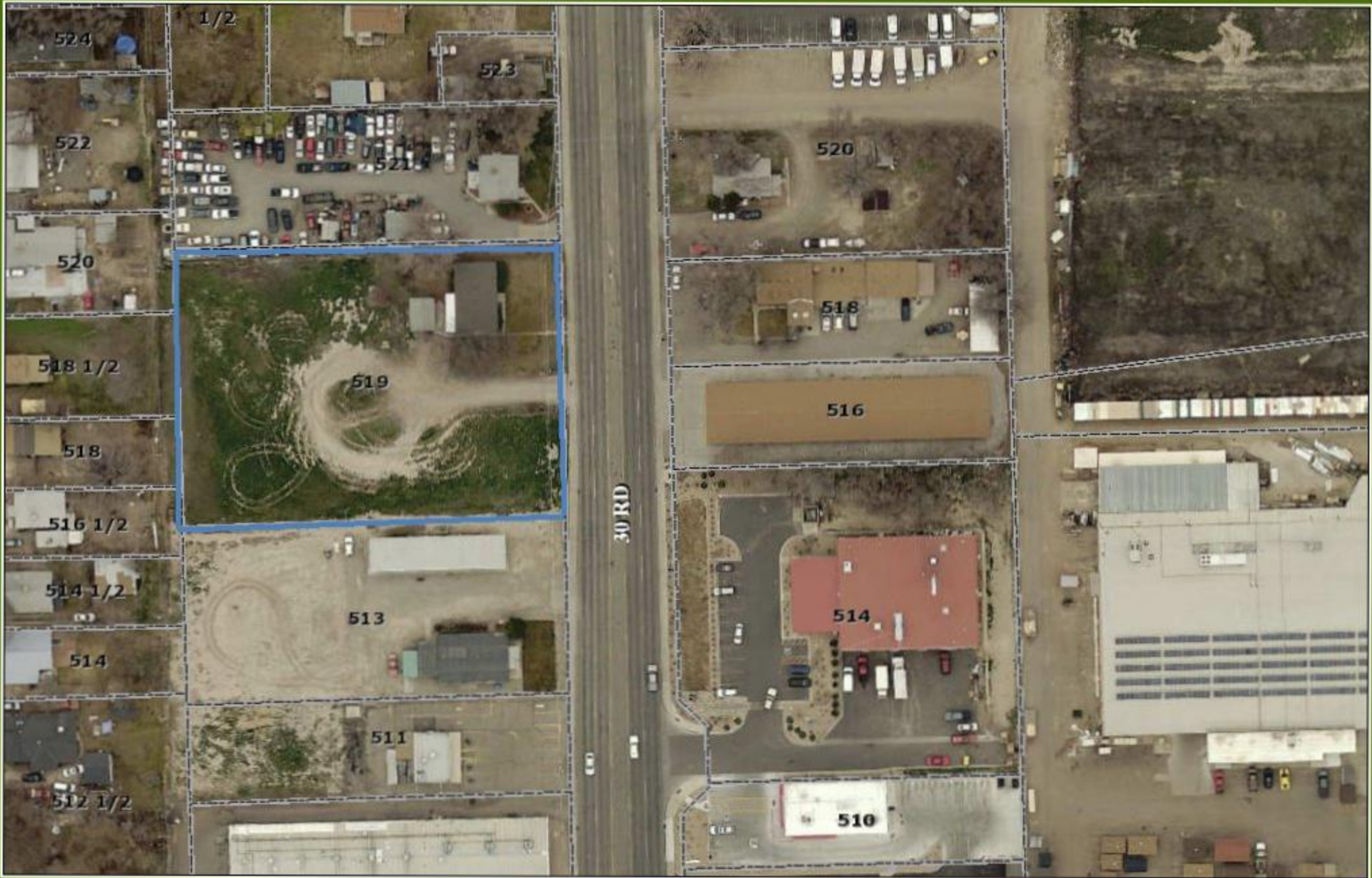
Site Location Map - 519 30 RD



Printed: 4/25/2018

1 inch = 188 feet

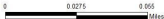
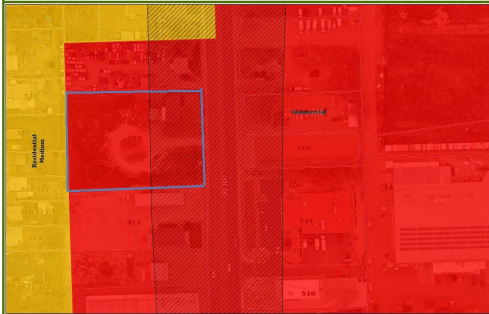
Aerial Photo Map - 519 30 RD



Printed: 4/25/2018

1 inch = 94 feet

Comprehensive Future Land Use Map - 519 30 RD



Printed: 4/25/2018

1 inch = 94 feet

Existing City/County Zoning Map - 519 30 RD



Printed: 4/25/2018

1 inch = 94 feet



View from East



© 2018 Pictometry



FOR SALE
240-5078
1.28 ACRES
Call or Text

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING 519 30 ROAD
FROM B-1 (NEIGHBORHOOD BUSINESS) TO C-1 (LIGHT COMMERCIAL)**

LOCATED AT 519 30 ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning 519 30 Road to the C-1 (Light Commercial) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-1 (Light Commercial) zone district 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:**

The following property be zoned C-1 (Light Commercial).

519 30 ROAD

BEGINNING AT A POINT 840 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN; THENCE NORTH 200 FEET; THENCE WEST 330 FEET; THENCE SOUTH 200 FEET; THENCE EAST 300 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A 30 FOOT RIGHT OF WAY ALONG THE EAST SIDE OF SAID PROPERTY FOR ROADWAY OR RAILWAY PURPOSES, AS EXCEPTED IN WARRANTY DEED RECORDED AUGUST 19, 1968 IN BOOK 926 AT PAGE 16; ALSO EXCEPTING THEREFROM THE EAST 20 FEET OF THE PARCEL DESCRIBED IN WARRANTY DEED SEPTEMBER 14, 1970 IN BOOK 950 AT PAGE 363, AS CONVEYED TO THE COUNTY OF MESA, BY QUIT CLAIM DEED RECORDED MARCH 18, 1983 IN BOOK 1421 AT PAGE 569. COUNTY OF MESA, STATE OF COLORADO.

CONTAINING 55,756.8 Square Feet or 1.28 Acres, more or less, as described.

INTRODUCED on first reading the ___ day of ___, 2018 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 6, 2018

Presented By: Scott Hockins, Business Operations Supervisor

Department: Finance

Submitted By: Scott Hockins, Business Operations Supervisor

Information

SUBJECT:

Resolution Authorizing a Non-Exclusive License Agreement for Telecommunication Equipment in the City's Right-of-Way

RECOMMENDATION:

Staff recommends the City enter into a non-exclusive license agreement for telecommunication equipment in the City's right-of-way.

EXECUTIVE SUMMARY:

Verizon has identified City of Grand Junction Right-of-Way to deploy telecommunications facilities to provide enhanced voice and data wireless services to customers. 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. These facilities will provide capacity to better service the mobile data usage of Grand Junction's residents, businesses, and customers. The non-exclusive license agreement establishes a general framework for Verizon use of Public Rights-of-Way for equipment.

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 proposed 20-year license agreement establishes a general framework for Verizon's use of Public Rights-of-Way for telecommunications equipment and its proprietary poles. Verizon will maintain, operate and control a wireless and fiber telecommunications network serving wireless and backhaul customers in accordance with Federal Communications Commission regulations. The license agreement does not replace the standards of the Grand Junction Municipal Code or preclude the need for the company to obtain land use approval and right-of-way work permits before installing equipment.

FISCAL IMPACT:

Verizon will pay the City a license fee of \$200 per year, to be paid for each small-cell wireless site deployed on the Public Right-of-Way with a 1% escalator each year. This revenue will be accounted for in the General Fund.

As the demand for additional capacity and better mobile data service is expected to continue into the foreseeable future, it is anticipated that multiple sites will be developed over the next three to four years. For example if ten sites were built over the next three years the total revenue from those sites over a ten year period would equal \$18,500.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 32-18, a resolution authorizing the City Manager to enter into a non-exclusive license agreement with Verizon to maintain, operate, and control a wireless and fiber telecommunications network in the public right-of-way.

Attachments

1. (Final) Verizon Grand Junction MLA (48493084v1)
2. Proposed Resolution

**AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND
VERIZON WIRELESS FOR THE USE OF PUBLIC RIGHT-OF-WAY
FOR OPERATION OF A WIRELESS NETWORK**

This Agreement is made and entered into by and between the City of Grand Junction, a Colorado home rule municipality (“Licensor”) and CommNet Cellular Inc. d/b/a Verizon Wireless (“Licensee”). Licensor and Licensee may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

This Agreement is made with reference to the following Recitals, each of which is deemed to be a material term and provision of this Agreement:

A. Licensor is the owner of rights-of-way, streets, utility easements, and similar property rights, as well as certain municipal facilities located in the public rights-of-way situated within the City limits of Grand Junction, Colorado (collectively, the “PROW”).

B. Licensee is duly organized and existing under the laws of the State of Colorado, and Licensee and its lawful successors, assigns, and transferees are authorized to conduct business in the State of Colorado.

C. Licensee owns and/or controls, maintains, and operates a wireless and fiber communications network serving Verizon Wireless customers (collectively, the “Network,” as more fully described in Section 1.1(j) below).

D. For purposes of operating the Network, the Licensee wishes to locate, place, attach, install, operate, control, and maintain antennas and other related wireless communication equipment consistent with Small Cell and Macro technology (collectively, the “Equipment”) in or on the PROW.

E. Licensee will comply with Licensor’s PROW and land use requirements; nothing in this Agreement may be construed to supplant, modify, alter or waive any provision of the Grand Junction Municipal Code and/or the related permitting requirements for land use, development, building, and right-of-way construction nor to confer upon or grant to Licensee any land use, development, building or right-of-way construction permit except as expressly set forth in this Agreement.

F. Licensee agrees to compensate Licensor in exchange for a grant and right to use and physically occupy portions of the PROW as provided herein.

G. For the purpose of this Agreement, the City is acting as a landlord and not acting in its regulatory capacity; therefore the terms of this Agreement and the parties’ conduct hereunder are not subject to the limitations on local government regulatory authority over personal wireless service facilities as that term is defined at 47 U.S.C. §332(c)(7)(C)(ii) , whether such limitation

are created by statute, regulation or case law construing the same. The zoning and development approval process is outside the purview of this Agreement and is subject to such limitations.

AGREEMENT

1. Definitions and Exhibits.

1.1 Definitions. For the purposes of this Agreement and all Exhibits attached hereto, the following terms, phrases, words and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely discretionary. This Section also includes, by this reference, the definitions as set forth in the Grand Junction Municipal Code §§ 21-10.020 and 21.04.030(q) and related sections.

Agreement means this Agreement for the Use of Public Right-of-Way for the Operation of a Wireless Network.

Attachment Fee means that fee described in Section 4.1 of this Agreement.

City means the City of Grand Junction, Colorado

Commencement Date means the first day of the month following the date that the Licensee has commenced installation of its Equipment at, in, or on the Licensed Area.

Equipment means antennas and other wireless communications equipment utilizing technology that is specifically identified, described, and approved by the Licensor as set forth in Exhibit A-1 attached to each Site Permit (as defined below) and includes, but is not limited to equipment shelter or cabinets, nodes, antennas, fiber optic cable, coaxial cable, wires, frequencies, technology, conduits and pipes, poles, towers and associated and appurtenant equipment on poles, towers or on the ground in the PROW deemed by Licensee necessary to operate the Wireless Site and uses intended thereto.

Facilities means poles, towers, street light poles, traffic poles, structures, infrastructure, and fixtures located within the PROW.

FCC means the Federal Communications Commission.

Grand Junction Municipal Code means the Grand Junction Municipal Code, and any regulations promulgated thereunder.

Hazardous Substance means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

Interference means physical interference and radio frequency interference.

Laws means any and all applicable federal, state, and local laws, statutes, constitutions, code, Grand Junction Municipal Code, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the Licensor or other governmental entity, agency or judicial authority having the force and effect of law that determines the legal standing of a matter relating to the Parties and/or this Agreement.

Macro Facility means any Wireless Communications Facility that is not a Small Cell Facility as defined in §21.04.030(q) of the Grand Junction Municipal Code.

Municipal Facility/Facilities means the City's Facilities located within the ROW including, without limitation, streetlight poles and traffic poles, that are designated or approved by Licensor as being suitable for placement of Equipment.

Network, or collectively "Networks", means one or more of the wireless communications facilities operated by Licensee to serve its wireless carrier customers in the City.

Owner means a person with a legal or equitable interest in ownership of real or personal property.

Permit means a permit issued and described in accordance with Laws, which is used to regulate, monitor, and control the improvement, construction, or excavation activities, or other work or activity, occurring upon or otherwise affecting the PROW, including land use, development, right-of-way use/construction, building, and electrical permits.

Person means any corporation, limited liability company, partnership, proprietorship, individual, or organization, governmental entity, or any natural person.

Physical Interference means where equipment, vegetation, or a structure causes reduced use of another's prior mounted equipment, or an obstruction in a necessary line-of-sight path.

Radio Frequency Interference means the emission or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent or nearby equipment.

Public Rights-of-Way or PROW means the surface of and the space above and below the public roads, streets, highways, freeways, lanes, public way, alleys, courts, sidewalks, boulevards, parkways, drives, bridges, tunnels, and public utility easements, now or hereafter held by Licensor, or dedicated for use by Licensor or the general public for motor vehicle or pedestrian transportation.

Site Permit means the site-specific license granted by Licensor to Licensee and described in Section 3.2 below and shown on **Exhibit A**.

Small Cell Facility means the same as defined in §21.04.030(q) of the Grand Junction Municipal Code.

Term means the period that this Agreement is in effect as described in Section 3.1 of this Agreement.

Wireless Communications Facility (also a “WCF”) means the same as a Wireless Communications Facility as defined in §21.04.030(q) of the Grand Junction Municipal Code.

Wireless Site means a location within the PROW selected for the Licensee’s deployment of its Equipment, which can be a Macro Facility, WCF or Small Cell Facility.

1.1 Exhibits. The following numbered documents, which are occasionally referred to in this Agreement, are formally incorporated and made part of this Agreement by this reference:

- (a) **Exhibit A: Site Permit**

Exhibit A-1: License Plans, Licensed Area, and Description of Licensor Facilities/Equipment to be Installed as Approved by Licensor

- (b) **Exhibit B: Operational and Design Criteria**
- (c) **Exhibit C: Attachments to Licensor Traffic Signal Facilities**
- (d) **Exhibit D: Licensee’s Minimum Limits of Insurance**

In the event of any conflict between this Agreement, including the Exhibits, and the Grand Junction Municipal Code as it exists on the effective date of this Agreement, the Grand Junction Municipal Code prevails, except as federal or state law may preempt or act to modify the Grand Junction Municipal Code at present or in the future. Future amendments to the Grand Junction Municipal Code shall also prevail in the case of any conflict with any provisions of this Agreement and any Exhibits, so long as the Grand Junction Municipal Code changes do not alter any material rights granted herein, and except as federal or state law may preempt or act to modify the Grand Junction Municipal Code.

2. Grant of License and Terms.

2.1. **License.** Licensor hereby grants to the Licensee, a non-exclusive license to use and occupy the PROW throughout Licensor’s territorial boundaries, as these boundaries may be adjusted from time to time due to annexations, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace Equipment at each approved Wireless Site (“License”). This grant is subject to the terms, conditions and other provisions set forth in this Agreement and all Laws. Licensee shall install its Equipment consistent with applicable Laws. Nothing in this Agreement grants to, creates or vests in the Licensee any easement or other ownership of real property interest in the PROW.

2.2. **Scope and Priority.** Licensee’s Equipment may be attached to structures in the PROW with the following order of priority of attachment, except as set forth below or as agreed between the Parties:

- (i) existing light pole Facilities in the PROW lawfully owned and operated by Licensor, a public utility company, or a third-party property Owner; then
- (ii) light poles installed by Licensee at its own expense in the PROW ; and then
- (iii) Municipal Facilities other than street lighting poles, but including traffic poles or other City improvements located in the PROW.

Locations will be prioritized based upon Licensee's technical and radio frequency needs and construction costs, but in any situation where Licensee has a choice of Equipment locations, the Parties shall mutually exercise good faith efforts to agree on attachments to poles in the order indicated above, provided that, in the case of using poles (a) such poles are at least equally suitable functionally for the operation of Licensee's Network and (b) the construction and installation burdens associated with such attachment over the length of the Term are equal to or less than Licensee's burdens to attach to a pole in the category(ies) below it.

2.3. Approval Process. The Parties agree that the application and approval process for the Equipment attachments referred to in 2.1 and 2.2 shall be conducted pursuant to Sections 21.04.030(q), and 12.28.010 *et seq* and related sections of the Grand Junction Municipal Code.

Small Cell Facilities are a permitted use by right under Colorado law, § 29-27-404(3), C.R.S. Under Section 21.04.030(q)(5) of the Grand Junction Municipal Code, Licensee shall submit a written paragraph with its application for concealed or nonconcealed Small Cell Facilities in the PROW as to why the Small Cell Facility is the preferred site and the site preference and facility should be approved as a permitted use by right. Licensee will comply with the priority for Small Cell Facilities as set forth in Section 2.2 of this Agreement. In the event a concealed Small Cell Facility cannot meet the development standards of Section 21.04.030(q)(11)(ii) of the Grand Junction Municipal Code, Licensee may seek approval for a variance from the Planning Director pursuant to Section 21.04.030(q)(14). The variance may be for additional height for the Small Cell Facility, a shorter separation distance between Small Cell Facilities in the PROW, or other factors that may effectively prohibit the deployment of personal wireless services.

2.4. Modifications.

(a) Minor Wireless Site Modifications. Notwithstanding anything in the Agreement to the contrary, modifications to the Equipment with like-kind or similar Equipment shall be subject to permitting required under applicable Laws, but shall not be subject to written approval of the Licensor to the extent that: (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, or loading impacts on the pole as approved by Licensor or impact multi-modal traffic flow; or (ii) such modification involves replacement of the attachment with an attachment that is the same, or smaller in weight and dimensions as the approved attachment and does not impact multi-modal traffic flow.

(b) Substantial Wireless Site Modification. If Licensee proposes to install Equipment which is different in any substantial way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of the Equipment from the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, Licensee shall provide “load” (structural) calculations for all Facilities upon which it intends to modify Equipment in the PROW.

2.5. Permitted Use. Municipal Facilities may be used by the Licensee seven (7) days a week, twenty-four (24) hours a day, only for the Wireless Sites and installation, use and operation of Equipment, and not for any other purpose. Licensee shall, at its expense, comply with all Laws in connection with the use, installation, operation, maintenance, and replacement of Equipment within or on the PROW, including without limitation, obtaining the necessary Permits, traffic control plan approvals, or street occupancy fees for any work within the ROW by the Licensee and allowable work hours under the Grand Junction Municipal Code.

2.6. Additional Installations. Subject to the City’s Zoning and Development, building and ROW construction regulations, Licensee may install its Equipment on other poles in the ROW lawfully owned and operated by third parties. Subject to obtaining the written permission of the Owner(s) of the affected property, and obtaining any required land use, development, building, ROW construction and electrical Permits (and paying associated Permit fees), the Licensor hereby authorizes and permits Licensee to enter upon the PROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other property Owners located within the PROW as may be permitted by the public utility company or property Owner, as the case may be. In such situation, a Site Permit shall not be required nor shall an Attachment Fee be paid; however, Licensee shall furnish to the Licensor documentation in a form acceptable to the Licensor of such permission from the individual utility or property Owner responsible, and shall be required to obtain a ROW construction Permit (with payment of the Permit fee) from the City. Licensee will obtain all required Permits and approvals for installation on third party poles in the PROW pursuant to the Grand Junction Municipal Code. Nothing herein is intended to limit any rights Licensee may have in accordance with Laws or the Grand Junction Municipal Code; and nothing herein is intended to confer upon or grant to Licensee a land use, development, ROW construction or building permit.

2.7. Inventory of Wireless Sites. Licensee shall maintain a current inventory of Wireless Sites in the PROW throughout the Term. Licensee shall provide to Licensor an updated, current inventory within 30 days of the end of each year. If Licensee does not provide it in that timeframe, Licensor shall give Licensee one notice and an additional 30 day opportunity to use. The failure to provide the inventory shall not be a default under this Agreement. The inventory shall include the location of each installation, GIS coordinates, License Site ID #, type of pole used for installation, pole Owner, and designation/type of installation for each Wireless Site Equipment installation within the PROW.

2.8. Unauthorized Installations. Any Wireless Site for which no Site Permit has been obtained is an Unauthorized Installation and is prohibited. Licensee shall have ten (10) days from

the date of written notice by Licensor to submit a request for a Site Permit for the Unauthorized Wireless Site or, alternatively, to remove the Equipment and restore the property at Licensee's expense. If the request is denied, Licensee shall remove the Equipment from the PROW and restore the property at its expense within thirty (30) days, unless a different time period is agreed to by the Parties, and shall pay the required fees plus a penalty of 25% for the period of time between the unauthorized installation and the date of completion of removal. If the request is approved Licensee must pay the required fees plus a penalty of 25%, retroactively from the date of the unauthorized installation to the date of approval, for the Equipment, and the required fee thereafter.

3. Term of Agreement, Site Permits, Cancellation, Termination, Removal or Abandonment at Expiration.

3.1. Agreement Term. This Agreement shall be in effect for a period of twenty (20) years commencing on the date that this Agreement is fully executed (the "Execution Date"), and expiring on the later of (a) twentieth (20th) anniversary of the Execution Date, or (b) the expiration of the last Supplement Term (unless sooner cancelled or terminated as provided in this section) (the "Term"). Beginning in the month following the conclusion of the 17th year of the Agreement (i.e., three years before the Agreement terminates by its terms), the Parties will meet to discuss whether to extend the Agreement, and if so, under what terms and conditions. At that time, and provided that neither Party is in default, the Parties will discuss modifications which may be necessary, or may decide to replace it with a new agreement.

3.2. Site Permit Term. Each Site Permit shall be in effect for a period of ten (10) years commencing on the "Commencement Date" determined in accordance with each Site Permit, and expiring on the day before the tenth (10th) anniversary of the Commencement Date, unless sooner cancelled or terminated as provided herein (the "Site Permit Term"). Provided that Licensee is not in breach of a Site Permit, a Site Permit Term and License provided for herein will continue uninterrupted, and will automatically be extended for up to two (2), successive, five (5) year periods (each, a "Renewal Term"), with the first five-year extension of the Site Permit Term commencing immediately upon the expiration of the initial period of the Site Permit Term, and each additional five-year extension of the Site Permit Term commencing immediately upon the expiration of the preceding additional period of the Term, unless notice of non-extension is provided to Licensor by Licensee prior to the commencement of the succeeding Renewal Term. All of the provisions of this Agreement shall be in effect during the Site Permit Term and any extension of the Site Permit Term, provided, however, that Site Permits entered into during the last three (3) years of the Term of the Agreement (years 18, 19, and 20) will have a Site Permit Term of only five (5) years and will not automatically renew at the end of such five (5) year Site Permit Term.

3.3. Licensee Cancellation. Licensee may cancel this Agreement or any Site Permit before the date of expiration by providing the Licensor with ninety (90) days express written notice of cancellation. Any prepaid Attachment Fee shall be retained by Licensor. This Agreement and all Site Permits may only be cancelled or terminated as provided in this Agreement or any Site Permit.

3.4. Inactive Sites and Abandonment. Any Wireless Site or installation that has not been used to transmit or receive signals for period of 180 consecutive days shall be deemed inactive. Licensee shall notify Licensor within 10 days of any Inactive Site. A Wireless Site that has been inactive for six consecutive months shall be deemed abandoned. If Licensee abandons the use of a Municipal Facility or a Licensee-Owned Facility location, the Equipment for such Municipal Facility or the Equipment and Licensee-Owned Facilities shall be removed at the expense of Licensee. In the event Licensee is unable or refuses to remove such Equipment, Licensor may authorize removal and Licensee shall be responsible for all costs incurred for such removal. Abandoned poles that are not removed by the Licensee will become affixed to the realty and become the property of the Licensor.

4. Fees and Charges. Licensee shall be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this Agreement, including those set forth as follows:

4.1. Attachment Fee.

(a) Annual Fee. As of the Commencement Date defined in each Site Permit, Licensee shall pay to Licensor an annual fee equal to \$200.00 for each Site Permit for attachment to a Municipal Facility. Beginning on the first anniversary of the Commencement Date and continuing throughout the Site Permit Term, including any extensions or additional extensions, the annual fee due hereunder shall increase by 1% per annum over the annual rental rate due during the immediate preceding year. The annual fee, plus any escalator, shall be the "Attachment Fee." The annual Attachment Fee shall not apply to or be charged for attachments to third-party Facilities or to the installation of Licensee's proprietary poles in the ROW.

(b) Fee Payment. The Attachment Fee is non-refundable and is payable within ninety (90) days of the initial Commencement Date, and on or before each subsequent annual anniversary of the Commencement Date during the Site Permit Term (or until such earlier time as such Site Permit is terminated). Upon agreement of the Parties, Licensee may pay the Attachment Fee by electronic funds transfer and in such event, Licensor agrees to provide to Licensee bank routing information for such purpose. Licensor agrees to provide to Licensee a completed, current version of Internal Revenue Service Form W-9, or equivalent. Until the requested documentation has been received by Licensee, rent shall accrue in accordance with this Agreement but Licensee shall have no obligation to deliver rental payments. Upon receipt of the requested documentation, Licensee shall deliver the accrued rent as directed by Licensor.

4.2. Taxes. Licensee shall pay all applicable City, county and state taxes levied, assessed, or imposed on Licensee or on Licensee's Equipment by reason of this Agreement.

4.3. Electric Meter. Licensee shall be responsible for paying all charges for any electricity furnished by a utility to Licensee and for charges for furnishing service to the Equipment. When the Equipment requires an electric meter, as determined by the utility provider, the Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the electric provider for the operation of its Equipment. Licensee will request of the utility provider that it in good faith

attempt to install power facilities which are inconspicuous as reasonably possible and yet consistent with electric code installation requirements.

4.4. Payments Made. All fees and/or additional payments shall be payable to Licensor at the address provided in Paragraph 18 of this Agreement for Licensor; or to such other persons or at such other places as Licensor may designate in writing. All payments shall be in lawful money of the United States of America.

5. Permits. No payment is due or collected under this Agreement for any land use, development, building or right-of-way construction permit issued in connection with the installation of Equipment at any Municipal Facility. However, all of the Equipment will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Grand Junction Municipal Code regulating wireless communications facilities. Licensee or its designee may be required to apply for, obtain and pay the generally applicable fees for a land use, development, building or right-of-way construction permit issued by the City, and the ROW will be used according to the plans submitted by Licensee and approved by the City in issuing a Permit. Execution of this Agreement or any Site Permit does not constitute the issuance of a development, land use, building or right-of-way construction permit.

6. Basic Design and Installation Requirements for Using Municipal Facilities. The basic design of the Equipment will be described in **Exhibit A-1** to each Site Permit. All of Licensee's construction and installation work for its Equipment on the Municipal Facilities shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner and promptly completed. When Licensee and Licensor have agreed on an existing Licensor-Owned pole location as a suitable site for Licensee's Equipment, but the existing Licensor-Owned pole needs to be replaced to accommodate the Equipment, then Licensee shall pay all costs related to replacing the Licensor-Owned pole, including but not limited to installation of the replacement pole (the "Replacement Pole"), transfer of the streetlight fixtures, traffic signal, and/or other items attached to the existing Licensor-Owned pole to the Replacement Pole, and removal and salvage of the existing Licensor-Owned pole to the Licensor. Likewise, when Licensee and Licensor have agreed on an existing street light Facility location as a suitable site for Licensee's Equipment, but the existing pole needs to be replaced to accommodate the Equipment, then Licensee shall pay all costs related to removal and replacing the pole, including but not limited to installation of the Replacement Pole, transfer of the streetlight fixtures, and/or other items attached to the existing pole to the Replacement Pole, and removal and salvage of the existing pole to the Licensor. Payment of the pole replacement costs does not provide Licensee with any ownership interest in the Replacement Pole. Licensor will be deemed to own the original Licensor-Owned pole and the Replacement Pole. The installation or attachment of the Equipment using the Replacement Pole shall be at Licensee's sole cost and expense.

7. Common Conditions or Requirements Applicable to Site Permits Issued Under this Agreement.

7.1. Damage to Property. If Licensee damages or disturbs the surface or subsurface of any City Property, ROW or adjoining property, pole, streetlight fixture, traffic signal, or other

public improvement, in the exercise of the rights granted through this Agreement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor, repair the damage or disturbance in accordance with the Grand Junction Municipal Code and City standards and specifications for such property. Licensee acknowledges its responsibility to separately adjust damage it actually causes to private property, if any, in the process of Licensee's exercise of its rights hereunder.

7.2. Public Emergency. In the event of an emergency or to protect the public health or safety, Licensor may require Licensee to deactivate such Equipment if any of Licensor's employees or agents must move closer to the Equipment than the FCC's recommended minimum distance. In such case, Licensor will contact Licensee at 800-264-6620 to request immediate deactivation.

7.3. Pole Replacement.

(a) Subject to Section 7.3(f), if a Municipal Facility within a PROW needs replacement or repair due to a traffic accident or deterioration, and if Licensor does not repair or replace the Municipal Facility within a reasonable time, Licensee shall have the right to immediately replace the same at Licensor's cost, provided that such replacement meets all published Licensor standards and requirements; except that any such Municipal Facility that was reinforced or otherwise modified so as to make it more costly to replace will be replaced at Licensee's cost. In the event Licensee elects to replace the Municipal Facility, Licensee shall cooperate with Licensor to temporarily relocate its Equipment, if necessary. Upon completion of the replacement, Licensor shall notify Licensee in order for Licensee to install its Equipment.

(b) Licensee may provide to Licensor, at Licensee's cost and with Licensor's express written permission, a spare pole sufficient to serve as a Replacement Pole, which will be stored at Licensor's Public Works Yard (the "Yard") at no cost to Licensee, and which will be available for use by Licensor and Licensee to replace a damaged Municipal Facility.

(c) In the event Licensee provides a spare pole, and in lieu of Licensee performing the replacement, Licensor may use the spare pole to replace the damaged existing pole within thirty (30) days of the damage, and shall deliver the damaged pole and any damaged equipment to the Yard.

(d) Licensor will contact Licensee to pick up the damaged Equipment and Licensee can reinstall its Equipment once the replacement pole is installed and functioning as a Municipal Facility.

(e) Licensee shall have the right to temporarily use a Municipal Facility for its operation during the replacement period at a location reasonably acceptable to both Licensor and Licensee.

(f) In the event Licensor elects to replace the Municipal Facility with a Replacement Pole provided by Licensee, Licensee shall be responsible for the cost of the

Replacement Pole and for all costs relating to replacement and activation of Equipment on the pole and any ancillary Facilities related to Licensee's Network.

7.4. Removal and Relocation.

(a) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Wireless Facilities in the PROW. Licensee shall, at Licensor's direction and upon one hundred twenty (120) days prior written notice to Licensee, relocate such Wireless Facilities at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project; (ii) because the Wireless Facility is interfering with or adversely affecting proper operation of Licensor-Owned Poles, traffic signals, communications, or other Municipal Facilities; or (iii) Licensor is abandoning or removing the Municipal Facility. Licensor may also require Licensee to relocate, remove, modify or disconnect a Wireless Facility located in the ROW in the event of an emergency, when the public health or welfare requires such change (for example, without limitation, the Wireless Facility is interfering with or adversely affecting proper operation of Licensor-Owned Poles, traffic signals, communications, or other Municipal Facilities). In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Wireless Facility as requested by the Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove or relocate the Wireless Facility at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from the Licensor.

(b) Licensee shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Licensor to take immediate action. In such event, Licensee's contact is: Network Operations Center - (800) 621-2622. If after two attempts to make contact by Licensor with no response, Licensor shall have the right to undertake any actions that Licensor may deem reasonably necessary to avoid damage to property or personal injury, and Licensor's reasonable and documented costs for such undertaking shall be paid by Licensee.

(c) In the event of an assignment, sub-license or transfer pursuant to Section 14 of this Agreement, any such assignee or transferee shall immediately provide up dated or new contact information pursuant to this provision.

(d) In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

(e) In lieu of the relocation of Licensee's Equipment in the case of an abandonment or removal of a Municipal Facility as provided in Section 7.4(a)(iii), unless the Municipal Facility is needed for a legitimate Licensor purpose or the removal is directed for a legitimate Licensor purpose, Licensee shall have the right to purchase the Municipal Facility, and

continue to use the same pursuant to the then existing Site Supplement, at a commercially reasonable price commensurate with its then existing value. Licensee and Licensor shall document such transfer of ownership via a commercially reasonable Bill of Sale.

7.5. Non-exclusiveness. Subject to Section 7.6(d), the rights and privileges granted to Licensee under this Agreement, and each Site Permit granted pursuant to this Agreement, are nonexclusive; except that, once Licensee places a Wireless Site within or on the PROW, Licensor shall not control Wireless Sites owned by Licensee, and will not permit another carrier on the same Site unless Licensor confirms the subsequent carrier will not interfere with the Licensee's existing Wireless Site.

7.6. Non-interference. The following provisions shall apply to ensure and/or avoid interference (both physical interference and Radio Frequency Interference) resulting from Licensee's installation, operation and/or maintenance of its Equipment:

(a) Radio Frequency Interference. Licensee shall ensure that the Equipment will not cause Radio Frequency Interference with Wireless Communication Facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or Licensor traffic, public safety or other communications signal equipment existing at the time of installation of the Equipment.

(b) Existing Uses. Licensee shall not interfere in any manner with the existing uses of Licensor property including ROW, and including sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, and municipal property without the express written approval of the Owner(s) of the affected property or properties.

(c) Licensor Communications. Licensee shall not interfere in any manner with current or future Licensor or other governmental public safety communication.

(d) Licensor Interference. Licensor reserves the right, but not the obligation, to maintain and operate its Municipal Facilities in such reasonable manner as will best enable Licensor to fulfill its own service requirements or obligations. However, Licensor agrees that Licensor and/or any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW 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 Licensee.

(e) Remedies. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622) or to Licensor at (303-840-9546), the interfering Party shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at Law for noncompliance with the provisions of this Section 7 and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

8. Damage to Licensee's Equipment. In the event of any damage to Licensee's Equipment, Licensor shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of Licensor, its employees, agents, or contractors; provided, however, in such case, Licensor's liability shall be limited to the cost to repair or replace the same.

9. Title to Equipment.

9.1. Title to the Municipal Facility. Title to and control of the Equipment, exclusive of the Municipal Facility (original or replacement) used for support, but including ground mounted equipment, shall remain with Licensee and shall constitute Licensee's personal property and Equipment, and not fixtures or improvements attached to the land.

9.2. No Ownership in Licensor Property. Neither this Agreement, any Site Permit, nor any License issued herein, nor any Permit separately issued for installation of any Equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensor-Owned poles or any Equipment is located, or any portion of the PROW. Additionally, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest and except as otherwise expressly provided herein, any right to the benefit of any Licensor property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place, or maintain any poles or other facilities for the benefit of Licensor which are not needed for Licensee's own service requirements.

9.3. "As Is" Condition. Licensee accepts the Municipal Facilities identified in any Site Permit, or any Replacement Pole, in its "AS IS" condition, without representation or warranty of any kind by Licensor, or any Licensor officer, agent, or employee, and subject to all applicable Laws governing the use of the Licensor poles for Licensee's intended purpose.

10. Maintenance and Repair. Subject to Section 7.3, Licensor shall maintain and keep the Municipal Facility containing Equipment in good condition and in accordance with Licensor's standard maintenance requirements, at its sole cost and expense. Licensee shall keep the Equipment and other improvements by Licensee on the Municipal Facility, if any, in good repair.

11. Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the Municipal Facility or the PROW in which it is located in violation of any applicable Laws. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the Municipal Facility and PROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's, its agents' or contractors' specific activities and responsibilities under this Agreement.

12. Indemnity. Licensee shall indemnify and hold Licensor harmless 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 Licensee, 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 Licensor, or its employees, contractors or agents. Licensor will provide Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure to provide any such notice, or to provide it promptly, shall not relieve Licensee from its indemnification obligation in respect of such claim, except to the extent Licensee can establish actual prejudice and direct damages as a result thereof. Licensor will cooperate appropriately with Licensee in connection with Licensee's defense of such claim. Licensee shall defend Licensor, at Licensor's request, against any claim with counsel reasonably satisfactory to Licensor. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each Licensor and without an unconditional release of all claims by each claimant or plaintiff in favor of Licensor.

13. Insurance Requirements.

13.1. Licensee's Insurance. Licensee shall procure and maintain insurance in the amounts and form specified in the attached **Exhibit D**. Within 30 days of execution of this Agreement, but prior to the execution of a Site Permit, Licensee also shall submit a Certificate of Insurance to Licensor, which Certificate shall comply with the insurance requirements set forth in this Agreement.

13.2. Certificates. If a Certificate of Insurance or Self-Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Licensee must forward renewal or replacement Certificates to Licensor within fifteen (15) business days after the renewal date containing all the necessary insurance provisions.

13.3. Licensor's Insurance. Licensee acknowledges that Licensor is self-insured to a certain extent and participates in a governmental insurance pool in addition to maintaining self-insurance reserves. Licensor will not name Licensee as an insured party under any of its policies of insurance. Licensor is protected by common law and statutory governmental immunity and nothing in this Agreement shall be deemed or construed to waive such protections. Licensor is not responsible for and will not insure any of Licensee's property.

14. Assignment/Subletting.

14.1. This Agreement and each Site Permit granted herein is personal to Licensee and for Licensee's use only. Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder, except that Licensee's Macro Facilities will be designed to support co-location of other carriers' equipment and Licensee can sub-lease antenna space on such facilities to other carriers. Subject to Section 14.3 below, the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any Agreement which is

assigned or otherwise transferred pursuant to this Section shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in effect, as if the assigned Agreement was the original Agreement. After assignment, this Agreement, including any amendments, shall be binding on the assignee to the full extent that was binding upon Licensee.

14.2. Any non-permitted transfer or assignment of the right to attach Equipment to a Licenser-Owned pole shall be void and not merely voidable. Licenser may, in its sole discretion and in addition to all other lawful remedies available to Licenser under this Agreement, collect any fees owed from Licensee all without prejudicing any other right or remedy of Licenser under this Agreement. No cure or grace periods shall apply to transfers or assignment prohibited by this Agreement or to the enforcement of any provisions of this Agreement against a transferee or assignee who did not receive Licenser's consent.

14.3. Notwithstanding anything to the contrary in this Section 14, this Agreement and/or any Site Permit and/or Permit approved by the Community Development Department may be sold, assigned or transferred by Licensee, without advance notice to or the consent of Licenser, to (i) any entity in which Licensee holds a controlling or similar interest; (ii) any entity which holds a controlling equity or similar interest in Licensee; (iii) any entity under common control with Licensee; (iv) any other entity that is currently operating in the City of Grand Junction and is in full compliance with all obligations to the Licenser; (v) any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Municipal Facility is located by reason of a merger, acquisition or other business reorganization, provided that such acquiring entity has debt to equity and profitability ratios consistent with mature companies in business for five or more years in the same or similar business and agrees to comply with federal, state, and local laws, and Licensee and the new entity represent to Licenser that the new entity has not had a decision entered against the new entity for a material violation of a local permit; or (vi) to any entity with the "Verizon Wireless" name as part of the entity name. Licensee shall provide written notice to Licenser within thirty (30) days of Licensee completing a transaction with an entity as covered in subsections (i) through (iii) and (iv)) of this Section and ninety (90) days written notice to the Licenser of a transaction covered in subsection (iv) and (v).

15. Default.

15.1. Default of Licensee.

a. Except for unauthorized installations which are subject to other provisions of this Agreement, Licenser shall provide Licensee with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensee may: (a) demonstrate that a violation does not exist; (b) cure the alleged violation; or (c) if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan to correct such alleged violation, including a projected completion date, subject to Licenser's written approval, which approval will not be unreasonably withheld.

b. If Licensee fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in 30 days if Licensee has failed to initiate

a reasonable corrective action plan and to correct the violation within the specified time frame, then Licensor may declare in writing that Licensee is in default.

15.2. Default of Licensor.

a. Licensee shall provide Licensor with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensor may: (a) demonstrate that a violation does not exist; (b) cure the alleged violation; or (c) if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan to correct such alleged violation, including a projected completion date; provided, however, that such plan shall be subject to Licensee's written approval where Licensee's Equipment or operations will be affected by the corrective action, which approval will not be unreasonably withheld.

b. If Licensor fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in 30 days if Licensor has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Licensee may declare in writing that Licensor is in default.

15.3. Termination/Revocation. In the event of a default, 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 this Agreement if the default affects all Site Permits and the Agreement as a whole, or any Site Permit subject to the default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Law. Further, 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. 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. If Licensee undertakes any such performance on Licensor's behalf and Licensor does not pay Licensee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, Licensee may offset the full undisputed amount due against all fees due and owing to Licensor under this Agreement until the full undisputed amount is fully reimbursed to Licensee.

16. Bankruptcy. The Parties expressly agree and acknowledge that it is their intent that in the event Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), for the purposes of proceeding under the Bankruptcy Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 with the exception that Licensor waives any requirement for Licensee to assume or reject this Agreement earlier than prior to confirmation of a plan. Any person or entity to which Licensee's rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute

and deliver to Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Licensor, shall be the exclusive property of Licensor, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Licensor's property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

17. Surrender. Within ninety (90) days of the expiration of the Term of any Site Permit, or upon the earlier termination thereof, Licensee shall remove all Equipment, at its sole expense, shall repair any damage to the Municipal Facilities or the ROW caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

18. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either Party to the other hereunder, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

Licensee Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Licensor City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Attn: Scott Hockins

With copy to: City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Attn: Shelly Dackonish, Senior Staff Attorney

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

18.1. Emergency Contact. As set forth above, Licensee shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Licensor to take immediate action. In such event, Licensee's contact is: Network Operations Center - (800) 621-2622.

19. Miscellaneous.

19.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.

19.2. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.3. Governing Law. This Agreement shall be governed by, construed, and modified in accordance with the Laws of the State of Colorado, and applicable federal Law.

19.4. Authority to Execute. Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms. Licensor hereby designates, and authorizes, the Licensor's City Administrator or designee to execute all Site Supplements entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.

19.5. No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both Licensor and Licensee expressly reserve all rights they may have under law to the maximum extent possible, and neither Licensor nor Licensee shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

19.6. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any Term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

19.7. Limitation of Liability. Except for indemnification pursuant to Section 12, 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.

19.8. Representations and Warranties. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon it without the requirement of the approval or consent of any other person or entity in connection herewith.

19.9. No Third-Party Beneficiaries. This Agreement benefits only the Parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.

19.10. Other ROW Users. The Parties understand and agree that Licensor permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, Licensor shall not be liable to Licensee for any damage caused by those persons or entities.

19.11. Public Disclosure. Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act§ 24-72-202(6), C.R.S., and accordingly may be disclosed to the public.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this ____ day of _____, 2018 (the "Execution Date").

LICENSOR:
City of Grand Junction, a Colorado Home
Rule Municipality

LICENSEE:
CommNet Cellular Inc.
d/b/a Verizon Wireless

By: _____
Rick Taggart
Its: President of the City Council

By: _____
Print Name: _____
Its: _____

ATTEST:

Wanda Winkelmann
City Clerk

APPROVED AS TO FORM:

Shelly S. Dackonish, Senior Staff Attorney

EXHIBIT A

Form of Site Permit

Site Permit

This Site Permit (“Site Permit”), made this _____ day of _____, 2018 (“Effective Date”) between the City of Grand Junction, a Colorado home rule municipality, with an address of _____, hereinafter designated “Licensor” and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated “Licensee”:

1. Site Permit. This is a Site Permit as referenced in that certain Agreement for the Use of Public Right-of-Way for the Operation of a Wireless Network, between Licensor and Licensee dated _____, 2018 (“Agreement”). All of the terms and conditions of the Agreement are incorporated by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Site Permit, the terms of this Site Permit shall govern. Capitalized terms used in this Site Permit shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations.

Licensee shall have the right to use the Municipal Facility for Equipment at the designated areas in the PROW or place its own Equipment and pole at the designated areas in the PROW as further described in Exhibit A-1 attached hereto (the “Licensed Area”).

3. Equipment. The Equipment to be installed at the Licensed Area is described in Exhibit A-1 attached hereto.

4. Term. The term of this Site Permit shall be as set forth in Section 3.2 of the Agreement.

5. Fees. The initial annual Attachment Fee for the Term of this Site Permit shall be \$200 as determined in accordance with the Agreement. There shall be no charge to Licensee to attach Equipment to a third party pole, or to place Licensee’s proprietary pole in the PROW, except that Licensee shall be responsible for payment of land use, development, building, and construction in the right-of-way permit fees and posting bonds as required thereby.

6. Commencement Date. The first day of the month following the date Licensee has commenced installation of its Equipment at the Licensed Area.

7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining 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 a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to

Licensee is canceled, expired, lapsed, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain or maintain, in a satisfactory manner, any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Site Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All fees paid to said termination date shall be retained by Licensor. Upon such termination, this Site Supplement 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, Licensee shall have no further obligations for the payment of Rent to Licensor.

8. Miscellaneous.

[insert any additional provisions].

[Signature page follows]

EXECUTED to be effective as of the date shown above.

LICENSOR:

CITY OF GRAND JUNCTION

By: _____
[NAME]
[TITLE]

ATTEST:

[NAME], [TITLE]

APPROVED AS TO FORM

BY: _____
[NAME], [TITLE]

LICENSEE:

CommNet Cellular Inc.
d/b/a Verizon Wireless

By: _____
Print Name: _____
Its: _____

Exhibits:
Exhibit A-1

EXHIBIT A-1

**Licensee Plans, Licensed Area, and Description of Licensee Facilities/Equipment
to be Installed as Approved by Licensor**

EXHIBIT B

Operational and Design Criteria

A. Operational Standards.

- (a) Radio Frequency Standards. All Equipment shall comply with federal standards for radio frequency emissions. If concerns regarding compliance with radio frequency emissions standards for Equipment are made to Licensor, Licensor may request Licensee provide information demonstrating compliance. If such information suggests, in the reasonable discretion of Licensor, the Equipment may not be in compliance, Licensor may request and Licensee shall submit a project implementation report which provides cumulative field measurements of radio frequency emissions of all antennas installed at the subject site, and which compares the results with established federal standards. If, upon review, Licensor finds the facility does not meet federal standards, Licensor may require corrective action within a reasonable period of time, and if not corrected, may require removal of the Equipment as an unauthorized use under this Agreement. Any reasonable costs incurred by Licensor, including reasonable consulting costs to verify compliance with these requirements, shall be paid by Licensee upon demand by Licensor or, if such costs remain unpaid after demand, Licensor may recover such costs by the same manner and method authorized to recover nuisance abatement costs under the Grand Junction Municipal Code.

B. Design Standards.

- (a) The requirements set forth in this Exhibit shall apply to the location and design of all Equipment governed by this Agreement as specified below; provided, however, Licensor may waive these requirements if it determines the goals of this Exhibit are better served thereby. To that end, Equipment shall be designed and located to minimize the impact on the subject neighborhood and to maintain the character and appearance of the specific location.

(1) General Principals.

- a. All Equipment covered by this Agreement shall be as architecturally compatible with the surrounding area as feasible;
- b. All electrical, communication, and other wiring to Equipment components, including radios, antennae and backhaul connections, shall be fully concealed, internal to the structure where possible and shrouded in all other instances;
- c. Height or size of the proposed Equipment and any Replacement Pole should be minimized and conform to the standard form factor of Licensor Municipal Facility to the maximum extent practicable;

- d. Equipment shall be sited in a manner that takes into consideration its proximity to residential structures and residential district boundaries, uses on adjacent and nearby properties, and the compatibility of the facility to these uses, including but not limited to proximity of Wireless Site to first and second story windows;
 - e. Equipment shall be designed to be compatible with the site, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. Appurtenances shall match the standard form factor of Licensor Municipal Facility to the maximum extent practicable; and
 - f. Equipment and any associated landscaping fencing shall be designed and located outside of intersection sight distances and in accordance with the City's Roadway Design and Construction Criteria Manual, if any.
- (2) Camouflage/Concealment. All Equipment shall, to the extent possible, match the appearance and design of existing Municipal Facilities or third party pole adjacent to the Wireless Site; and when not technically practicable, that Equipment is to use camouflage design techniques including, but not limited to the use of materials, colors, textures, screening, landscaping, or other design options that will blend the Equipment to the surrounding natural setting and as built environment. Design, materials and colors of Equipment not identical to existing Licensor Municipal Facilities shall otherwise be compatible with the surrounding environment. Designs shall be compatible with structures and vegetation on the same parcel and adjacent parcels.
- a. Camouflage design may be of heightened importance where findings of particular sensitivity are made (e.g., proximity to historic or aesthetically significant structures, views, and/or community features). In such instances where Equipment is located in areas of high visibility, they shall (where possible) be *designed to minimize their profile*.
 - b. All Equipment, including antennas, vaults, equipment rooms, equipment enclosures, and tower structures shall be constructed out of non-reflective materials (visible exterior surfaces only).
- (3) Hazardous Materials. No hazardous materials shall be permitted in association with Equipment, except those necessary or requested for the operations of the Equipment and only in accordance with all applicable laws governing such materials.
- (4) Siting.
- a. In the event of Equipment located in a ROW, no portion of any Equipment may extend beyond the ROW without prior approval(s).

- b. Collocation. Equipment may be required to be designed and constructed to permit the support structure to accommodate equipment from at least two (2) wireless service providers on the same support structure unless Licensor approves an alternative design. Licensee shall not unfairly exclude a competitor from using the same facility or location.
 - c. Equipment shall be sited in a location that does not reduce the parking for the other principal uses on the parcel below City standards unless it is the only option.
- (5) Lighting. Equipment shall not be artificially lit, unless required by the FAA or other applicable governmental authority, or the Equipment is mounted on a light pole or other similar structure primarily used for lighting purposes. If lighting is required, Licensor may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.
- (6) Landscape and Fencing Requirements.
 - a. Ground-mounted Equipment shall be sited in a manner that does not reduce the landscaped areas for the other principal uses on the parcel, below City standards.
 - b. Ground-mounted Equipment shall be landscaped with a buffer of plant materials that effectively screen the view of the Equipment from adjacent residential property. The standard buffer shall consist of the front, side, and rear landscaped setback on the perimeter of the site.
 - c. In locations where the visual impact of the Equipment would be minimal, the landscaping requirement may be reduced or waived altogether by Licensor.
- (7) Noise. Noise generated on the site must not exceed the levels permitted by local standards, except as may be expressly permitted by local approval.
- (8) Additional design requirements shall be applicable to the various types of Equipment as specified below:
 - a. Base Stations. Any antenna installed on a structure other than a Municipal Facility (including, but not limited to the antennas and accessory equipment) shall be of a neutral, non-reflective color that is identical to, or closely compatible with, the color of the supporting structure, or uses other camouflage/concealment design techniques so as to make the antenna and related facilities as visually unobtrusive as possible.

- b. **Alternative Tower Structures located in the Right-of-Way.** In addition to the other criteria contained in this Exhibit and applicable local codes, an Alternative Tower Structure located in the ROW shall:
 - i. With respect to its pole-mounted components, be located on an existing utility pole serving a utility; or
 - ii. Be camouflaged/concealed consistent with other existing natural or manmade features in the right-of-way near the location where the Alternative Tower Structure will be located; or
 - iii. To the extent reasonably feasible, be consistent with the size and shape of the pole-mounted equipment installed by Licensor and any communications companies on utility poles near the Alternative Tower Structure;
 - iv. Be sized to minimize the negative aesthetic impacts to the right-of-way;
 - v. Be designed such that antenna installations near traffic signal standards are placed in a manner so that the size, appearance, and function of the signal will not be negatively impacted and so as not to create a visual distraction to vehicular traffic;
 - vi. Require any ground mounted equipment be located in a manner necessary to address both public safety and aesthetic concerns under local requirements, and may, where appropriate, require a flush-to-grade underground equipment vault; and
- c. **Related Accessory Equipment.** Accessory equipment for all Equipment shall meet the following requirements:
 - i. All buildings, shelter, cabinets, and other accessory components shall be grouped as closely as technically possible;
 - ii. For Small Cell facilities, the total footprint coverage area of the Accessory Equipment shall not exceed thirty-six (36) square feet;
 - iii. Accessory equipment, including but not limited to remote radio units, shall be located out of sight by locating behind landscaping, parapet walls, within the pole or, where technically feasible and will not have the effect of prohibiting the provision of personal wireless services, underground. Where such alternate locations are not available, the accessory equipment shall be camouflaged or concealed.

- iv. Notwithstanding i-iii, accessory equipment shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle, or pedestrian access or visibility along the right-of-way. The location of Facilities and Equipment must comply with the Americans With Disabilities Act and every applicable local, state, and federal law and regulation. No Facilities or Equipment may be located or maintained in a manner that causes unreasonable interference. “Unreasonable interference” means any use of the right-of-way that disrupts or interferes with its use by Licensor, the general public, or other person authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference, irrespective of the cost to Licensee associated with such alternative installation or attachment method. “Unreasonable interference” includes any use of the right-of-way that disrupts vehicular or pedestrian traffic (including traffic view triangles), any interference with public utilities, and any other activity that will present a hazard to public health, safety, or welfare (including creation of overhead hazards falling into vehicular or pedestrian traffic on driving or walking surfaces).
- (9) **Setbacks and Separation.** The following minimum setbacks and separation requirements shall apply to all Equipment installed pursuant to this Agreement; provided, however, Licensor may, as set forth in the Grand Junction Municipal Code, reduce standard setbacks and separation requirements.

EXHIBIT C

Attachments to Licensor

Traffic Signal Facilities

Traffic Signal Pole Requirements

Any traffic signal poles considered for Licensee Equipment placement shall be subject to review and approval by City of Grand Junction Engineering and Public Works Director. The Director may approve, reject, or require modifications to any installation if he/she deems it in the best interest of the City of Grand Junction.

Traffic signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading or other structural conditions will require an engineering analysis signed and stamped by a Colorado licensed professional engineer. Any proposed loading or other structural change such as additional pole penetrations, weight of equipment, or wind loading shall also be reviewed and approved by the original pole manufacturer. Costs to prepare and review this information will be borne by Licensee.

Traffic signal poles already supporting the City of Grand Junction Equipment such as wireless links, cameras, or other externally mounted equipment are not eligible to be considered for Licensee Equipment placement. Licensee Equipment placed on traffic signal poles may be required to be removed or relocated at any time if the City infrastructure is needed for placement of City Equipment.

Mounting of Equipment external to the pole shall be with stainless steel banding. In no case shall Equipment be bolted to the pole or use other mechanical fasteners.

All Equipment shall be mounted to have minimum visual profile, and low profile mounting brackets and antennas may be required. No antennal shall extend higher than the current top of pole. All Licensee Equipment mounted on City traffic signal poles shall match the pole in color, currently Federal Green Davis color 14056.

Installations on signal poles shall be physically separated from City wiring. A single 2' or smaller duct shall be installed inside each pole in use as a cableway. At the City's discretion the cables may exit the pole through existing conduit in the pole foundation or a new exit point may be required. In no case will wire or conduit penetration through handhole covers be permitted. External cabling attached to the traffic signal pole will not be permitted.

Licensee Equipment shall be bonded to the Licensee's electric meter pedestal following National Electric Code standards. The traffic signal structure shall not be considered a suitable ground path.

Any ground mounted Equipment such as cabinets must be placed a minimum of 30' from any existing traffic signal pole or traffic signal cabinet. Ground mounted Equipment must be placed in an underground vault where feasible, or located in an area with minimal visual impact

as determined by the City. Above grade cabinets shall not be placed in intersection sight distance triangles.

Licensee cables, conduits, mounting hardware, or other equipment must not interfere with installation, access to or operation of any City owned devices. Specific clearances may be required and will be reviewed on a case by case basis.

Analysis and physical test data must be provided to show the proposed Equipment will not interfere with the City's wireless network currently operating in the 900 MHz and 5.8 GHz frequencies. If City used frequencies change, Licensee may be required to show their Equipment will continue to operate without interference. Licensee proposed Equipment must also be tested and reviewed to avoid interference with other City owned Equipment such as radar or microwave based detection Equipment.

For installations on signal poles, Licensee's crew foreman or onsite supervisor must hold at least a Level II IMSA Traffic Signal Field Technician certification, and be onsite for any work.

Any installation or servicing of Equipment located on traffic signal poles shall be coordinated with the City's Traffic Operations and Traffic Engineering groups a minimum of three (3) business days in advance.

Equipment located on traffic signal poles may be required to be removed and/or reset at any time at the sole cost of the Licensee due to any work performed by or authorized by the City. Equipment removal or resets shall be completed by Licensee within 72 hours of notice by the City. If work is not completed within the 72 hour window, the City may remove Licensee Equipment and charge Licensee reasonable costs for labor and Equipment. No warranty of condition of Licensee Equipment will be made. Under emergency conditions the City may remove any Equipment it deems necessary

EXHIBIT D

Licensee's Minimum Limits of Insurance Requirements

1. Licensee and its subcontractors shall carry during the Term, at their own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a limit of liability of \$2,000,000 per occurrence and \$2,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (iii) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of \$1,000,000; (iv) Workers' Compensation Insurance as required by law; and (v) employers' liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 bodily injury disease policy limit.

2. All of the insurance coverages identified in Section 1, except the workers' compensation insurance and employer's liability, shall apply to and include the City as an additional insured as their interest may appear under this Agreement, and shall provide a defense and indemnification to the City, except in circumstances where the City was or is negligent or engaged in willful misconduct, regardless of the City's fault or wrongdoing. The insurance shall indemnify and defend the City against all loss, damage, expense and liability arising out of or in any way connected with the performance of this Agreement. Each of such insurance coverages shall contain a waiver of subrogation for the City's benefit. Further, the insurance coverages identified in Section 1 will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City.

3. Upon execution of this Agreement, Licensee shall provide the City with a Certificate of Insurance and blanket additional insured endorsements evidencing of the coverage required by this **Exhibit D**.

4. Upon receipt of notice from its insurer(s), Licensee shall provide thirty (30) days advance notice to the City in the event of cancellation of any coverage.

5. Evidence of all insurance required hereunder shall be furnished upon request to the City.

6. All of the insurance policies Licensee and its subcontractors are required to maintain pursuant to this **Exhibit D** shall be obtained from insurance carriers having an A.M Best rating of at least A-VII.

1. General.

A. Prior to performing work under this Agreement, Licensee shall furnish Licensor a Certificate of Insurance on a standard insurance industry ACORD form. The insurance coverage required must be issued by an insurance Licensee licensed, authorized or permitted to transact business in the State of Colorado, possessing a current A.M. Best, Inc. rating of A-VII or better, and coverage shall be reasonably satisfactory to Licensor.

B. Licensee shall, and shall require any of its contractors to obtain and maintain substantially the same coverage as required of Licensee, procure and maintain, until all of their obligations have been discharged the insurances set forth below.

C. The insurance requirements set forth in no way limit the indemnity covenants contained in this Agreement.

D. Licensor in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. Scope and Limits of Insurance. Licensee shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form. Licensee must maintain Commercial General Liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury and advertising injury.

B. Commercial Automobile Liability. Licensee must maintain Commercial Automobile Liability insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage covering all of Licensee owned, hired, and/or non-owned vehicles assigned to or used in the performance of Licensee's work or activities under this Agreement.

C. Workers Compensation and Employers Liability Insurance. Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability with a limit of \$1,000,000 for each accident; \$1,000,000 disease for each employee; \$1,000,000 disease-policy limit.

D. Builders' Risk/Installation Floater Insurance. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than Licensor, has an insurable interest in the property required to be covered.

(a) The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by Licensor.

(b) The Builders Risk/Installation Floater insurance must include as named insureds, Licensor, Licensee, and all tiers of contractors and others with an insurable interest in the Work.

(c) The Licensee is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

3. Additional Policy Provisions Required.

A. Miscellaneous Provisions.

(1) Licensee's insurance coverage must be primary insurance with respect to Licensor, its officers, officials, and employees. Any insurance or self-insurance maintained by Licensor, its officers, officials, and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.

(2) Licensee's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) The policies must contain a severability of interest clause and waiver of subrogation against Licensor, its officers, officials, and employees, for losses arising from work performed by Licensee for Licensor.

(4) Licensee is required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of one (1) year following completion and acceptance of the work. Licensee must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this period evidencing the insurance requirement and, including the required Additional Insureds set forth herein.

(5) If a Certificate of Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

(6) Upon receipt of notice from its insurer, Licensee shall use its best effort to provide the Licensor with thirty (30) days prior written notice of cancellation. Such notice shall be sent directly to Attn: Risk Manager, _____, including faxing (fax no. _____) or e-mailing (_____) a copy of the notice to the Risk Manager.

B. Licensor as Additional Insured. The above-referenced policies shall, excluding workers compensation and employer's liability, include the Licensor, its officers, officials, and employees as an additional insured as their interest may appear under this Agreement with respect to liability arising out of activities performed by Licensee.

RESOLUTION NO. __-18

A RESOLUTION AUTHORIZING THE CITY FINANCE DEPARTMENT TO ENTER INTO THE NON-EXCLUSIVE LICENSE AGREEMENT WITH VERIZON WIRELESS TO MAINTAIN, OPERATE AND CONTROL A WIRELESS AND FIBER TELECOMMUNICATIONS NETWORK IN THE PUBLIC RIGHT-OF-WAY

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).

The proposed 20-year license agreement establishes a general framework for the Verizon's use of Public Rights-of-Way for telecommunications equipment. The company will maintain, operate and control a wireless and fiber telecommunications network serving Verizon's wireless and backhaul customers in accordance with Federal Communications Commission regulations. The license agreement does not replace the standards of the Grand Junction Municipal Code or preclude the need for the company to obtain land use approval and right-of-way work permits before installing equipment.

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 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.

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

The City of Grand Junction City Manager is authorized to enter into the Non-Exclusive License Agreement for the placement of telecommunication in the City of Grand Junction Public Right-of-Way. (Exhibit A).

PASSED AND APPROVED this ____ day of _____, 2018.

President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: June 6, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

Resolution Assigning City Councilmembers to Various Boards, Commissions, and Authorities

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

Annually, the City Council reviews and determines who on the City Council will represent the City Council on various boards, committees, commissions, authorities, and organizations.

BACKGROUND OR DETAILED INFORMATION:

The City Council assigns its members to serve on a variety of Council appointed boards, committees, commissions, and authorities as well as a number of outside organizations.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 33-18, a resolution appointing and assigning City Councilmembers to represent the City on various boards, committees, commissions, authorities, and organizations.

Attachments

1. Council Assignments Resolution 2018 Redlined

RESOLUTION NO. __-18

**A RESOLUTION APPOINTING AND ASSIGNING
CITY COUNCILMEMBERS TO REPRESENT THE CITY
ON VARIOUS BOARDS, COMMITTEES, COMMISSIONS, AUTHORITIES, AND
ORGANIZATIONS**

Recitals:

Through various boards, committees, commissions, and organizations the citizens of the City have a longstanding tradition of service to the community. The City Council by and through its creation of many of those boards and its participation there on and there with is no exception. The City is regularly and genuinely benefitted by the service performed by its boards, committees, commissions, and organizations.

In order to continue that service, the City Council annually or at convenient intervals designates certain Council members to serve on various boards, committees, and commissions.

At its meeting on June 6, 2018 the City Council appointed its members to serve, in accordance with the bylaws of the board and/or applicable law, on the following boards, commissions, committees, and organizations.

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

Until further action by the City Council, the appointments and assignments of the members of the City Council are as attached.

PASSED AND ADOPTED THIS _____ day of _____
_____, 2018.

President of the City Council

ATTEST:

City Clerk

CITY COUNCIL FORMAL ASSIGNMENTS

Individual Members are assigned for each of the following:

Board/Organization	Meeting Day/Time/Place	2017/2018 Assignments/Number of Years Served	2018/2019 Assignments
Associated Governments of Northwest Colorado (AGNC)	3rd Wednesday of each month @ 9:00 am different municipalities	Duncan McArthur – 1 year	Duncan McArthur
Downtown Development Authority/Downtown BID	2 nd and 4 th Thursdays @ 7:30 am @ DDA Offices, 437 Colorado, BID board meets monthly 2 nd Thursday	Phyllis Norris – 1 year	Phyllis Norris
Grand Junction Housing Authority	4 th Monday @ 5:00 pm @ GJHA Offices at 8 Foresight Circle	Phyllis Norris- 1 year	Phyllis Norris
Grand Junction Regional Airport Authority	Usually 3 rd Tuesday @ 5:15 pm @ the Airport Terminal Building (workshops held the 1 st Tuesday when needed)	Rick Taggart – 3 years	Rick Taggart
One Riverfront	3rd Tuesday of every other month @ 5:30 p.m. in Training Room A, Old Courthouse	Duke Wortmann – 1 year	Duke Wortmann
Parks Improvement Advisory Board (PIAB)	Quarterly, 1 st Tuesday @ noon @ various locations (usually Hospitality Suite)	Barbara Traylor Smith – 2 years as alternate, 3 years as primary Alternate – Duke Wortmann – 1 year	Barbara Traylor Smith Duke Wortmann, Alt.
Parks & Recreation Advisory Committee	1 st Thursday @ noon @ various locations (usually at Parks Administration Offices)	Duke Wortmann – 1 year	Duke Wortmann
Mesa County Separator Project Board (PDR)	Quarterly @ Mesa Land Trust, 1006 Main Street	Barbara Traylor Smith – 1 year	Mayoral Assignment
Grand Valley Regional Transportation Committee (GVRTC)	4 th Monday every other month @ 3:00 pm @ GVT Offices, 525 S. 6 th St., 2 nd Floor	Bennett Boeschenstein – 1 year	Bennett Boeschenstein
Grand Junction Economic Partnership	3rd Wednesday of every month @ 7:30 am @ GJEP offices, 122 N. 6 th Street	Chris Kennedy – 1 year	Chris Kennedy

Ad Hoc Committees	Meeting Day/Time/Place	2017/2018 Assignments/Number of Years Served	2018/2019 Assignments
Colorado Water Congress	Meets 3-4 times a year in Denver	Duncan McArthur - 3 years	<u>Duncan McArthur</u>
Colorado Municipal League Legislative Liaison		Duncan McArthur – 1 year	<u>Duncan McArthur</u>
5-2-1 Drainage Authority	Meets quarterly, generally the 4 th Wednesday of month at 3:00 p.m. in Old Courthouse in Training Rm B	Duncan McArthur – 5 years	<u>Duncan McArthur</u>
Club 20	The board of directors meets at least annually. The time and place for board meetings are determined by the Executive Committee.	Rick Taggart – 3 years	<u>Note: Remove from list</u>
Orchard Mesa Pool Board	Meets twice a year of each month at 8:00 A.M. at a designated location.	Duke Wortmann – 1 year	<u>Duke Wortmann</u>
Avalon Theatre Committee	Third Thursday at 8:00 a.m.	Bennett Boeschstein - 5 years Phyllis Norris – 1 year	<u>Bennett Boeschstein</u>
Property Committee	Meets as needed and scheduled	Barbara Traylor Smith – 4 years Bennett Boeschstein - 3 years	<u>Barbara Traylor Smith</u> <u>Phyllis Norris</u>
Zoning and Development Code Review*	Meets as needed and scheduled	Duncan McArthur – 2 years Bennett Boeschstein – 2+ years	<u>Note: Remove from list</u>
Regional Communication Center Committee	Meets as needed and scheduled	Phyllis Norris – 1 year, Chris Kennedy – 2 years	<u>Note: Remove from list</u>
Las Colonias Development Corporation	Meets as needed and scheduled	Phyllis Norris – 4 months	<u>Phyllis Norris</u>

Other Boards

Board Name	Meeting Day/Time/Place	2017/2018 Assignments/Number of Years Served	2018/2019 Assignments
Associated Members for Growth and Development (AMGD)	1st Wednesday, 7:30 a.m., Realtors Association Offices, 2743 Crossroads Blvd.	Duncan McArthur is facilitator—2 years Open to all	Note: Remove from list
Building Code Board of Appeals *	As needed	NA	Note: Remove from list
Commission on Arts and Culture *	4 th Wednesday of each month at 4:00 p.m.	Bennett Boeschstein – 2 years	<u>Bennett Boeschstein</u>
Forestry Board *	First Thursday of each month at 8:00 a.m.	NA	NA
Historic Preservation Board *	1 st Tuesday of each month at 4:00 p.m.	Bennett Boeschstein – 2 years	NA
Homeless Coalition	Meets on the third Thursday of the month at 10:00 a.m. at St. Mary's Pavilion	Duncan McArthur – 2 years Bennett Boeschstein – 2 years	<u>Duncan McArthur</u> <u>Bennett Boeschstein</u>
Horizon Drive Association Business Improvement District *	3 rd Wednesday of each month at 10:30 a.m.	Duke Wortmann – 1 year	<u>Bennett Boeschstein</u>
Persigo Board (All City and County Elected)	Annually and as needed	All	<u>All</u>
Planning Commission *	2 nd and 4 th Tuesday at 6:00 p.m.	NA	NA
Public Finance Corporation *	Annual meeting in January	NA	NA
Ridges Architectural Control Committee *	As needed	NA	NA
Riverview Technology Corporation *	Annual meeting in January	Bennett Boeschstein – 2 years	<u>Bennett Boeschstein</u>
Urban Trails Committee *	2 nd Tuesday of each month at 5:30 p.m.	Bennett Boeschstein – 2 years	<u>Bennett Boeschstein</u>
Visit Grand Junction *	2 nd Tuesday of each month at 3:00 p.m.	<u>Phyllis Norris – 2 years</u>	<u>Phyllis Norris</u>
Zoning Code Board of Appeals *	As needed	NA	NA

*No Council representative required or assigned - City Council either makes or ratifies appointments - may or may not interview dependent on particular board



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: June 6, 2018

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Ordinance Rezoning the 26 Road LLC Property from PD (Planned Development) to R-2 (Residential, 2 du/ac), Located Between 26 Road and 26 1/2 Road, South of H 3/4 Road

RECOMMENDATION:

Planning Commission heard this item at their May 8, 2018 meeting and recommended approval of the R-2 (Residential, 2 du/ac) zone district.

EXECUTIVE SUMMARY:

The Applicant, 26 Road LLC, is requesting a rezone from Planned Development (PD) to R-2 (Residential – 2 du/ac) in anticipation of future residential subdivision development. A Preliminary Development Plan (n/k/a Outline Development Plan) approved in 2008 has lapsed and the Applicant has requested the property be rezoned R-2 from Planned Development (PD) as approved with Ordinance 4174. The Property is currently vacant, unplatted land and contains 151.18 acres, located between 26 Road and 26 ½ Road, south of H ¾ Road. The requested R-2 zoning is consistent with the Comprehensive Plan Future Land Use designation of Residential Medium Low (2 - 4 du/ac).

BACKGROUND OR DETAILED INFORMATION:

The subject property is currently vacant, un-platted land located between 26 Road and 26 ½ Road, south of H ¾ Road and is currently zoned PD (Planned Development). A previously approved (2008) plan for the property, for a 362-dwelling unit/lot project has lapsed. In May 2017, the owner applied for a Planned Development zone district with a

default zone of R-2 (Residential – 2 du/ac) proposing 303 lots or 2.00 dwelling units per acre; however on September 26, 2017, the Planning Commission recommended denial of that application. The request was withdrawn by the Applicant prior to City Council review and decision.

The Property was annexed in 1995 with a PR-2 zoning but without a specific plan; instead the property was generally planned to locate higher density toward the eastern edge and lower density toward the western edge of the Property.

The property was annexed into the City as part of the Pomona Park Annexation. Zoning of the annexed area was established May 1995 by Ordinance 2842.

The 1995 annexation and zoning agreement (with the Saccomanno Girls Trust) was not a development agreement; it did not dictate specific bulk standards; neither did it require a specific effective density for the development of the property nor did it obligate the development of the property in any manner (other than as Planned Residential with an approximate density of 2 du/a.) The agreement was simply for zoning which existed on the property for over 12 years. Neither the annexation agreement nor Ordinance 2842 restricted the City Council or the property owner from rezoning the property.

As of May 2, 2005 the property was owned by Carol Murphy, Lenna Watson and Linda Siedow. Mrs. Murphy, Mrs. Watson and Mrs. Siedow conveyed the property on May 2, 2005 to 26 Road LLC, a Colorado limited liability company. There were no zoning or development contingencies stated in the deed. The 26 Road LLC owned the property over a year and a half before the amendment to Ordinance 2842 was considered and approved by City Council on January 16, 2008.

In 2008 a preliminary development plan amending the PR-2 zoning was approved. After extensive staff review, City staff found and recommended to City Council that the development plan complied with the applicable density restrictions because the applicant applied under §3.6 of the Zoning and Development Code (Code), for a 20% density bonus and because the plan proposed clustered development. The approved density of the 2008 plan was 2.39 du/ac.

After the 2008 approval of Ordinance 4174 the project has been dormant and has now lapsed according to § 21.02.150(f) Code. Because of the lapse of the 2008 PD and the fact that the 1995 PR-2 had no specifically defined development requirements or characteristics, the property presently exists as a “planned zone without a plan” and must be zoned as determined by the governing body, to conform to the Comprehensive Plan and current standards of the Code.

The current application to rezone to R-2 is consistent with the Comprehensive Plan

Future Land Use designation of Residential Medium Low (2 - 4 du/ac). Although not required, the rezone is also consistent with the 1995 annexation. The requested zone of R-2, has no minimum density and allows up to a maximum density of 2 dwelling units per acre. The R-2 zone district allows for detached single-family, two-family dwellings as well as civic uses. The request at this time is only for zoning and is not requesting a review of a specific subdivision plan, lot layout, lot size or other subdivision design characteristics, which if the zoning is approved would be in accordance with the Code. The requested density of R-2 is at the lower range of that prescribed by the Comprehensive Plan.

Adjacent properties to the north and west are not in the City limits and are also located outside of the Persigo 201 sewer boundary as well as outside of the adopted Urban Growth Boundary. The properties are zoned County AFT (Agricultural, Forestry & Transitional) that allows up to 1 dwelling unit per 5 to 35 acres, RSF-E (Residential Single Family – Estate) that allows up to 1 dwelling unit per 1 to 3 acres and PUD (Planned Unit Development) that have been developed at densities ranging from 1 dwelling unit per 4 acres. Properties to the south and east are inside the City limits and zoned R-1 (Residential – 1 du/ac), R-4 (Residential – 4 du/ac) and R-5 (Residential – 5 du/ac). Also to the east is a 27.46-acre property that is located in the County and zoned RSF-R (Residential Single Family – Rural).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Rezone was held on March 26, 2018. The Applicant's representative and City Planning staff were in attendance along with 75 interested people. Comments and concerns expressed by the attendees included the proposed density for the rezone, the Saccomanno Girls Trust Agreement, and increased traffic on existing road networks and capacity. City staff has received written comments on the proposed rezone, which are attached.

Notice was completed according to §21.02.080 (g) of the City's Zoning and Development Code. Mailed notice in the form of notification cards was sent to surrounding property owners within 500 feet of the property on March 28, 2018. The property was posted with an "application pending sign" on April 2, 2018 and notice of the public hearing was published May 1, 2018 in the Grand Junction Sentinel.

ANALYSIS

Pursuant to §21.02.140 (a) requests for a Rezone shall demonstrate conformance with the following:

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

The existing zoning district for this property is Planned Development. The property is zoned PD with the findings in 2008 when the plan was approved that it satisfied the

criteria of the Code, was consistent with the purpose and intent of the Growth Plan and that it achieved long-term community benefits. Though the previous plan approvals have lapsed because development did not occur on the approved schedule, staff finds the original premise and findings associated with the prior PD approval continue to be valid. Staff therefore finds this criterion to be inapplicable as the same or similar premises exist to support the application to an R-2 as it existed to support the prior approval.

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

The character and/or condition of the area has not changed since the previous zoning of this property as Planned Development in 2008. The area has seen a new single-family residential subdivision called Freedom Heights that commenced developed in 2016. The Freedom Heights subdivision is of lower density (.88 dwelling units per acre) but is generally consistent with the residential character and condition of the area. Other developments in the area include the Summer Hill Subdivision that exists further to the east but has been developing since approval in 1999 and has added additional filings in 2015 and 2016 at a density of 2.31 dwelling units to the acre overall for the subdivision. The existing Grand Vista Subdivision to the east was developed in 2002 and has an overall residential density of 2.90 dwelling units to the acre. The Paradise Hills Subdivision directly abutting the property was developed 1970s to the east is zoned R-4 and developed at a density consistent with its zoning.

The Applicant is requesting to rezone the property to two (2) dwelling units per acre from a planned zone for the same or similar density, which are at the lowest range for the allowable density as identified with the Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac). The area has not changed significantly in character or condition since the 2008 plan approval. Staff therefore finds this criterion to be inapplicable as the same or similar character and/or condition exist to support the application to an R-2, as existed to support the prior approval.

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

For purposes of evaluating this criteria staff looked at “public and community facilities” as public infrastructure including utilities and transportation as well as fire and EMS services. In addition, staff looked at commercial centers and other service type facilities such as hospitals and commercial centers.

Utilities. Ute Water is located within the 26, 26 ½ and H ¾ Road rights-of-way and City sanitary sewer is presently stubbed to the property from the adjacent Freedom Heights Subdivision to the south. The property can also be served by Grand Valley Power

(electric) and Xcel Energy (natural gas).

Transportation. Both the City and County, through the adoption of the Comprehensive Plan, have planned for this property to develop as a residential subdivision with a density ranging between two (2) and four (4) dwelling units per acre. This planned development will impact roadways and specific intersections in the area; however, the City has planned for these impacts and has several policy documents including the City's 5-year CIP (Capital Improvements Plan), Urban Trails Master Plan, and 2040 Regional Transportation Plan that have recognized the need for both vehicular and active transportation improvements in the area with or without development of the property. The City's Transportation Capacity Payment (TCP) ordinance provides, that a developer does not have direct obligations, other than payment of TCP fees, to improve any portion of the major roadway system. The Applicant will pay all owed TCP fees and the city has already begun planning additional safety and capacity improvements to roadways in the area.

Emergency Services and facilities. Fire and emergency medical facilities in this area are not currently meeting City targeted response times as with many other areas within the City (see attachment - Fire Station Map Coverage Areas 2018). As such, the City is currently in the planning stage to develop a temporary ambulance station on 27 Road, just south of I-70 followed by a permanent facility. As estimated by the Grand Junction Fire Department, residential development of this property will have little impact on current and future call volume (.04%) for emergency response and service. St. Mary's Hospital is located a little over two miles directly to the south on 26 ½ Road.

Commercial Centers and Services. The Horizon Drive commercial center includes general offices, grocery store, banks, restaurants, convenience stores and car wash, etc. is located 2 miles from the property.

Staff finds the public and community facilities regarding utilities and access to services are or will be adequate to serve the type and scope for the future residential land use, therefore staff finds this criterion has been met.

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

The property is a large undeveloped parcel that is adjacent to all existing utility infrastructure and is ready for development. The Applicant is requesting to rezone the property in order to develop a residential subdivision. Because of the lapse of the 2008 ODP, the request to rezone the property is necessary for development. Presently, the R-2 zone district only comprises 5% or 1,102 acres. of the total 22,039 acres within the City limits. There is only one (1.90-acre) parcel zoned R-2 proximate to this property with another small subdivision (less than 20 lots) just north of the interstate zoned R-2.

The nearest significant pocket of R-2 development is located south of I-70 and greater than .6 miles away. Staff has found that there is an inadequate supply of R-2 zoned property in this area of the community and therefore finds this criterion has been met.

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

The community will derive benefits from rezoning the property; rezoning the property will allow development thus implementing the City/County adopted Comprehensive Plan; R-2 implements the Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac) and is viewed by staff as compatible with existing zoning and densities in the area.

The community will also derive benefit through this rezone by ordered and balanced growth. The anticipated development, at an R-2 density, will further adopted community goals and conforming with the adopted Comprehensive plan and related goals is in the best interest of the community. Therefore, Staff has found this criterion has been met.

FISCAL IMPACT:

This land use action for a Rezone only does not have any direct fiscal impact.

Subsequent actions such as future subdivision development and related construction will have a direct fiscal impact including associated road and utility infrastructure installation, and future maintenance as well as tax revenues related to the construction of the project and associated homes.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4802, an ordinance rezoning the 26 Road, LLC property from PD (Planned Development) to R-2 (Residential, 2 du/ac), located between 26 and 26 1/2 Roads, south of H 3/4 Road on final passage and order final publication in pamphlet form.

Attachments

1. Site Location, Aerial, and Zoning Maps
2. Fire Station Map Coverage Areas 2018
3. Letter to City Attorney
4. Public Correspondence Received - First Version
5. Public Correspondence Received - Second Version
6. Public Correspondence Received - Third Version
7. PC Minutes - May 8, 2018 - Draft
8. Annexation Agreement - Saccomanno Girls Trust

9. Ordinance No. 2842 - 1995
10. Ordinance No. 4174 - 2008
11. Proposed Ordinance





Comprehensive Plan Future Land Use Map

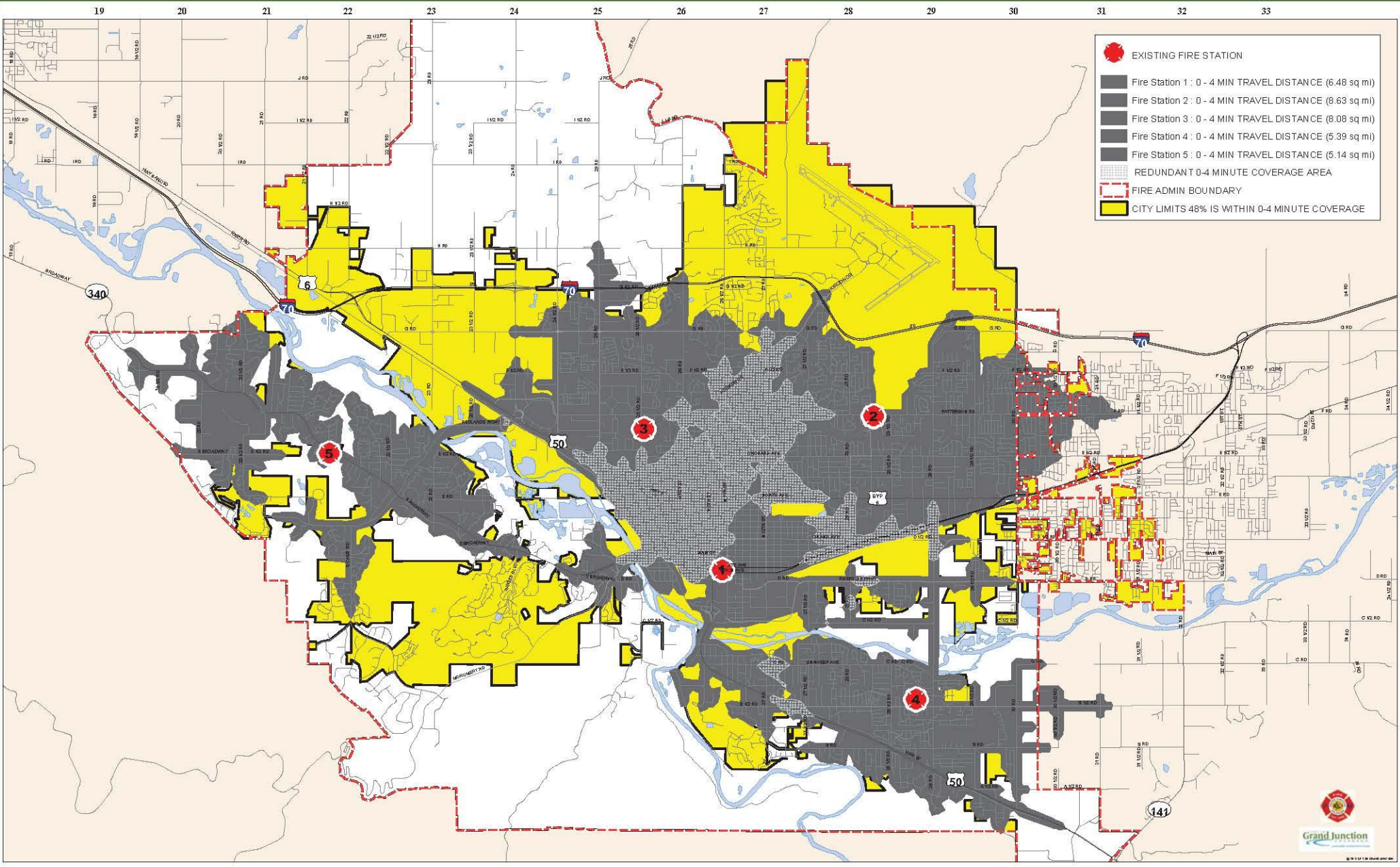




Google Map Image of Site and Surrounding Area



EXISTING FIRE STATION COVERAGE AREAS 2018



- EXISTING FIRE STATION
- Fire Station 1 : 0 - 4 MIN TRAVEL DISTANCE (6.48 sq mi)
- Fire Station 2 : 0 - 4 MIN TRAVEL DISTANCE (8.63 sq mi)
- Fire Station 3 : 0 - 4 MIN TRAVEL DISTANCE (8.08 sq mi)
- Fire Station 4 : 0 - 4 MIN TRAVEL DISTANCE (5.39 sq mi)
- Fire Station 5 : 0 - 4 MIN TRAVEL DISTANCE (5.14 sq mi)
- REDUNDANT 0-4 MINUTE COVERAGE AREA
- FIRE ADMIN BOUNDARY
- CITY LIMITS 48% IS WITHIN 0-4 MINUTE COVERAGE



WEGENER SCARBOROUGH
YOUNGE & HOCKENSMITH LLP
a limited liability partnership of
ATTORNEYS & COUNSELORS

743 HORIZON COURT
SUITE 200
GRAND JUNCTION, CO 81506

BENJAMIN M. WEGENER
BEN@WEGSCAR.COM
970-242-2645, EXT. 203

April 30, 2018

*Via Email to johns@gjcity.org &
Via U.S. Mail, Postage Prepaid, To:*
Mr. John Shaver, Esq.
Grand Junction City Attorney's Office
250 N. 5th Street
Grand Junction, Colorado 81501

Re: *The Proposed Weeminuche Subdivision & Ordinance No. 2842*

Dear Mr. Shaver:

As you know from my previous correspondence, I represent Rick and Jan Warren ("the Warrens"), who reside at 2622 H Road, with respect to the above referenced matter. In this regard, I am writing again to discuss the proposed Weeminuche Subdivision and Ordinance No. 2842, which I understand will be a topic of discussion at the May 8, 2018 Planning Commission Meeting.

In short, the Warrens oppose the proposed Weeminuche Subdivision and the repeal of Ordinance No. 2842. In fact, the Warrens had believed that this matter had concluded last December when the owners of the land comprising that proposed Subdivision had pulled their application from the City's consideration (as you know, this was done only after the Subdivision was rejected by the Planning Commission even though Ordinance 2842 remained in place through the whole process, raising real questions about the City's enforcement of its own ordinances). However, it now appears that the City is taking active steps to help those owners complete their proposed Subdivision by working with them to repeal Ordinance No. 2842, which would pave the way, so to speak, for the approval of the Weeminuche Subdivision. While I am not surprised that the City would give preference to a private landowner in order to complete a Subdivision in violation of the City's prior contractual agreements and ordinances, I am surprised that the City is ready to alienate a number of its residents and face a significant amount of opposition to do so.

That said, and as you know, Ordinance No. 2842 has been in full force and effect since the 1990's. As such, the Warrens, as well as everyone else in that area who purchased property since 1995, had the right to proceed upon the assumption that the City of Grand Junction would "follow the dictates of the charter and the ordinances enacted pursuant thereto . . ." See *McArthur v. Zabka*, 494 P.2d 89, 93 (Colo. 1972); see also *Park Hospital Dist. v. District Court of Eighth Judicial Dist.*, 555 P.2d 984 (Colo. 1976). As such, my clients, and likely many others, are prepared to take any and all necessary action to oppose any attempts to repeal Ordinance No. 2842 and permit the Weeminuche Subdivision to move forward.

In 1995, the appropriate decision to limit the development of the land comprising the Saccomanno Girls' Trust in accordance with Ordinance No. 2842 was reached. Any change or repeal of this ordinance would deteriorate the City's intent to respect the requirements of the Trust when the land in question was annexed. Further, any such attempt to repeal or replace Ordinance No. 2842 would be contrary to the City's 1995 promise to limit any development to a maximum of 220 units on the Trust's property.

If the City goes back on its promise to limit the maximum number of units to be developed on the property in question to 220 units, one could argue that the City has committed an unconstitutional taking and the Warrens, along with many others, would have to give considerable consideration to filing suit against the City. In support of this position, it should be noted that Colo. Const. Art. II, at Section 14, states that "[p]rivate property shall not be taken for private use unless by consent of the owner." Additionally, it has been stated that:

A de facto taking does not require a physical invasion or appropriation of property. Rather, a substantial deprivation of a property owner's use and enjoyment of his property may, in appropriate circumstances, be found to constitute a 'taking' of that property or of a compensable interest in the property.

See *City of Colo. Springs v. Andersen Mahon Enters., LLP*, 260 P.3d 29, 33 (Colo. App. 2010) (internal quotations omitted); see also *G&A Land, LLC v. City of Brighton*, 233 P.3d 701, 706 (Colo. App. 2010). In fact, where a regulation places limitations on land that fall short of eliminating all economically beneficial use, a taking nonetheless may have occurred, depending on a complex of factors including the regulation's economic effect on the landowner, the extent to which the regulation interferes with reasonable investment-backed expectations, and the character of the government action. See *Palazzolo v. Rhode Island*, 533 U.S. 606, 617 (2001); see also *G&A Land*, 233 P.3d at 706.

With that being said, given the current proposal for the Weeminuche Subdivision, the area in which the Warrens reside, as well as many others, will experience a drastic increase in population, noise, and traffic congestion, among other things, if that Subdivision is approved. Further, the homes that will be built in that development will be significantly less valuable than

what is currently built in that area, and this development will obstruct the pristine views many current residents have in that area. In other words, if the City repeals Ordinance No. 2842 to allow for the development of more than 220 units as the City has previously agreed, the City's actions will degrade the Warren's property value, along with many others, and substantially deprive the Warrens of the use and enjoyment of their property, resulting in an unconstitutional taking. *See Palazzolo*, 533 U.S. at 617.

Last year the Planning Commission did not recommend the approval of the Weeminuche Subdivision for a number of reasons, but it appears that the City continues to help push this Subdivision through. However, if the City continues to act in a manner that is in derogation to Ordinance 2842, as well as the overwhelming opposition to the proposed Weeminuche Subdivision from residents in the area of it, the Warrens, and possibly many others, will need to consider all legal recourse they may have against the City. As such, I again ask that you provide this correspondence to the City Council and Planning Commission for their review and consideration in advance of the May 8, 2018 meeting.

Thank you, in advance, for your prompt attention to this matter.

Yours very truly,

**WEGENER, SCARBOROUGH YOUNGE &
HOCKENSMITH, LLP**

By 
Benjamin M. Wegener

OWNERS OF 2622 H ROAD

By Rick Warren



By Jan Warren



/bmw

Scott Peterson

From: Sylvia Barton <oftheforest77@gmail.com>
Sent: Monday, April 23, 2018 10:51 AM
To: Belinda White
Subject: Against R2 zoning for land parcel west of 26.5 Road

Dear Grand Junction City Councilors:

We are against the abandonment of current zoning for the land west and north of 26.5 Road and H Road. Grand Junction would be negatively impacted in allowing the density proposed. It would change our beautiful city and tend to lower quality of landscape and living. Do we want this for our city? No. We appeal to the council to stop and prevent the cramming of housing into an area that is known for its rural beauty, peace, and openness. We are adamantly against a change to R2 zoning for this area.

Sylvia & Victor Barton
891 Grand Vista Way
Grand Junction, CO
81506
970-314-1012

4/23/2018

Grand Junction City Council and GJ Planning Department

I would ask you to please consider changing the density of the proposed subdivision between 26 Rd and 26 ½ Rd. and H Rd to H 3/4th Rd. to a lower density. The current plan does not fit the neighborhood. We live at the edge of the city and do not have the roads to support that many homes. People walk, run, and ride bikes on the roads with no shoulders or sidewalks which will result in serious injuries if not deaths.

I would think that ½ the number of homes would be more appropriate (NOT 300 Plus). All of a sudden the city and county seem to be cramming houses too close to each other and that is not what Mesa County and the City of Grand Junction is all about.

Thank you for your consideration in this matter.

Nancy Bertroch

2654 A Summer Crest Crt

Grand Junction, CO 81506

(970)261-8219

(970)241-1468

From: Julie Bursi [<mailto:4cycleieb@gmail.com>]
Sent: Thursday, April 19, 2018 11:49 AM
To: Belinda White <belindaw@gjcity.org>
Cc: rgwcvp@acsol.net
Subject: Proposed subdivision 26-26 1/2 rd

Hi, I live in the Grand Vista Subdivision and have attended every meeting about the weemuche sp? subdivision that is again trying to submit the same building plans, but a different approach to the same plan as before. What a waste of everyones time! Nothing has changed, we are still dealing with below par roads to handle the traffic with neither the developers or city diverting any money to improve the access. All the arguments brought up in the last few meetings with the developers messenger are still the same, too many homes and not respecting the prior agreement with Saccomano back in '85.

As you recall the P&Z committee voted against the proposed plan at the last meeting and sided with the local homeowners and protesters.

So I as another concerned homeowner hope this gets resolved with the wishes of all of us getting the approval of only two homes per acre, AFTER all the infrastructure has been put in, not BEFORE. The developer has to do it right, make it a nice, beautiful subdivision not a ticky tacky ghetto in the midst of this beautiful North area.

Thank you for your consideration,

Julie Bursi

Sent from my iPad

Scott Peterson
City Planning Department
Grand Junction, Colorado

April 19, 2018

Dear Scott,

Just wanted to make you aware that I am opposed to any development plans to develop the 150 acres at 26 and H3/4 rd. That is beyond the scope of the original plan that was passed when the property was annexed into the city. I am very concerned about the additional amount of traffic that will be caused by developing this property and maintaining property values of homes in the surrounding area of which my home is one.

I Live in Grand Vista Subdivision.

Thank You,



Francis Eggers

873 Grand Vista Way
Grand Junction, CO



From: Kristy Emerson [<mailto:emersonk1115@gmail.com>]
Sent: Saturday, April 21, 2018 6:26 PM
To: Belinda White <belindaw@gjcity.org>
Cc: comdev <comdev@gjcity.org>
Subject: Opposed to Proposed Development

Dear Grand Junction Planning Department:

I am writing to express my concerns over the proposed development of 150 acres off of 26 Rd. and H 3/4 Rd. Currently, this is beautiful farmland that produces a variety of crops in spring and summer and holds cattle through the fall and winter. I have seen many owls, bald eagles, foxes, quail and other wildlife in those fields. This connection to nature is one of the reasons we chose to buy our home in the Grand Vista subdivision 10 years ago. I am urging you to please consider not developing this vital green space.

If the property is developed, it will not only destroy vibrant life and land, but it will also tax the infrastructure in our neighborhoods and schools. The increase in traffic will pose a safety concern to our children and pets.

If this land must be developed, I urge you to limit the number of houses. Please require a minimum of 2-5 acre lots and a contiguous plot/park of at least 10 acres so that some of the integrity of the landscape may be maintained.

If you have any questions, please feel free to contact me through email or at 970-260-7042.

Thank you in advance for your careful and thoughtful consideration to this and similar requests.

Kristy Emerson

Scott Peterson

From: Jane Foster <janenfoster@outlook.com>
Sent: Monday, April 23, 2018 11:20 AM
To: Belinda White
Cc: Jane Foster
Subject: Planning Hearing May 8, 2018

To: Scott Peterson
From: Jane Foster
Subject: Rezoning Hearing re 155 acres on 26 1/2 Road

I am writing with grave concerns that the developer for the 155 acres is proposing a project that will negatively change our neighborhood environment forever!!! The presence of a non-planned, highly dense subdivision in an area that has always been meant to be more rural in nature will significantly alter the ambience and value of our planned community. I live in Summer Hill and relocated there for its peaceful planned development lifestyle. Our property values and neighborhood is deliberate. We have always been assured of our surroundings because of the City's plan. This plan has been in place for more than 20 years!!! Our north GJ region has created our community based upon this expectation. The city has built its limited infrastructure based upon this plan. Hundreds of residents have purchased/built/relocated and invested their lives based upon this zoning plan. A change now is unfair, inappropriate and costly!

I oppose the requested rezoning and stand firmly with my neighbors in all issues related to this request.

If, however, the developer would like to alter his request and create a project that fits the current zoning of approximately 120-122 residences, I would look favorably upon that volume.

Jane Foster
970-985-5473

Scott Peterson

From: Mark Gardner <mark@whitewater.construction>
Sent: Monday, April 02, 2018 2:15 PM
To: Scott Peterson
Subject: Rezone of Parkerson property

Scott I am against the rezone of the property located between 26 & 26.5 Roads South of H ¾ Road.

I live at 2612 H ¾ Road and a density of 2 houses per acre does not allow for a transition suitable to its neighbors. As you know the property on the west and north side are mostly estate type of 1 to 5 acres. My home is on a 5 acre parcel and the PD plan that was withdrawn showed .3 to .4 acre lots across H ¾ road from mine. This is not an acceptable transition! I have no problem with the property being developed but they are trying to put too many homes on the property to allow for an adequate transition and I think the density shown on the city's land use development map should be changed.

I know this is only a rezone so we are not talking specifics about a development but I feel the Freedom Heights subdivision with .75 acre lots across from me would be the minimum the city should allow on the north and west sides with a step down to .5 then the .25 to .3 they want.

I truly believe that any plan that incorporates 2 homes per acre will not allow a transition to existing homes on the west and north of the property and we deserve better.

Mark Gardner
Whitewater Building Materials Corp.
940 S. 10th Street
P. O. Box 1769
Grand Junction, Co. 81502
970-242-7538

Scott Peterson

From: Jean Gauley <gauleyjean@gmail.com>
Sent: Sunday, April 22, 2018 3:46 PM
To: Belinda White
Subject: 26 Road Development

To all City Council Members:

This email is in regard to the 26 Rd. Weeminuche proposed development. I believe that the city should keep to the 1995 promise, rather than the "anything goes" consideration of this ill-planned development.

We lived adjacent to this land for 28 years, and with only the surrounding population growth, the traffic (on the narrow and hilly road) has become dangerous. Think about what would happen with hundreds more houses.

Please vote to keep our valley livable and not approve developments without sound plans for infrastructure and thought for the future.

Thank you for your consideration,

Jean Gauley

Scott Peterson

From: Gay Hammer <gayhammer@bresnan.net>
Sent: Wednesday, April 25, 2018 7:03 AM
To: Scott Peterson
Subject: Keep Ordinance 2842

Please let the planning commission that I oppose changing Ordinance 2842 and making said lands R-2 zoning. Further, I oppose the Weeminuche development plan and densities proposed. The plan would adversely impact already narrow roads (26, 26 1/2 & H Rds) which also lack bike and pedestrian lanes.

We live in Paradise Hills and exit the subdivision on 26 1/2 and/or H Roads daily. I can state that at least 90% of the time we are met with on coming traffic and must avoid walkers (often with dogs) and bike riders. We have a school and church at 26 1/2 and H Roads that generate additional traffic at certain times of the day which can be a problem. According to the City's Public Works Department, there are no plans to widen or otherwise make improvements to these roads in the next 10 years with or without this subdivision being added. That, in my opinion, is why there is no reasonable way Grand Junction should approve this ordinance change or approve the increased density.

Respectfully,

*Gay
Hammer*

Drive

2673 Catalina
Grand Junction, CO 81506

From: Joanne James [<mailto:joannejames23@msn.com>]
Sent: Wednesday, April 18, 2018 6:31 AM
To: Belinda White <belindaw@gjcity.org>
Subject: 2018-162

I am, in general pro growth. And I will be that way until this town gets a Trader Joe's and a Costco. But that's probably going to be awhile.

As far as my objection to the proposed housing development referred to as [2018-162](#) Winnamuche (Sp.?) my main objection is the density with emphasis on traffic. Each home would most surely have 2 cars and many homes would have three drivers. The addition of 600-800+ more cars in this area would be a disaster.

I think that 200 homes at the most would work far better than the 300+ proposed. Please reconsider this proposal.

Thank You for your consideration

Joanne James
[970-985-8858](tel:970-985-8858)
joannejames23@msn.com

From: Donna Kunz [<mailto:dkdkunz@msn.com>]
Sent: Tuesday, April 17, 2018 2:23 PM
To: Belinda White <belindaw@gjcity.org>
Subject: Development on 26 1/2 North of H Rd

Please keep the integrity of our low density neighborhood. High traffic on our narrow roads would endanger the quality of life we enjoy here.

Sent from my iPhone

Dear Planning and Zoning Committee

Attn: Scott Peterson

This is in regard to 2018-162 submitted by 26RdLLC(Alan Parkerson and sons)

Those of us who live in this area consider this plan unacceptable and seriously hope you will make the same decision.

The original Ordinance 2842 RSF2 was a 1995 planned development that required density gradation and ½ acre lots with a minimum lot size of 21,500 sq. Ft. The 26rdLLC wish to ignore this ordinance and ask for R2 zoning, which has no restrictions as to amount of homes, lot size or infrastructure. There is no regard as to how this will impact current road conditions to accept the additional traffic.

Remember, this is a rural area and a huge subdivision just doesn't fit in.

It seems like it would be a legal issue if Ordinance 2842 is not upheld, which the city agreed to in 1995.

Please do the right thing and vote no on the R2 zoning change.

A concerned neighbor,

Pat & Marcia Lackey

Pat and Marcia Lackey

2672 SUMMER HILL CT.
GRAND JUNCTION CO 81506



Scott Peterson

From: Lise M MacGregor <liseham@juno.com>
Sent: Wednesday, April 25, 2018 9:34 AM
To: Scott Peterson
Cc: liseham@juno.com
Subject: Weeminuche subdivision rezone

Scott Peterson,

I vehemently oppose changing the 1995 Ordinance 2842, a legally binding agreement made in good faith with the city and the original land owner to protect the integrity of this rural area and retain the lifestyle of the neighboring properties. All plans and phases of this development have completely disregarded Ordinance 2842. All opposition to new changes by surrounding neighbors at the public meetings have fallen on deaf ears. It is clear that the developer will stop at nothing to get what they want, totally disregarding the people who must live with the end result.

The Grand Junction Comprehensive Plan is not even being taken into consideration! It states directly in the plan, in writing, that "much of future growth is focused inward with an emphasis on infill and redevelopment of underutilized land... growing inward allows us to take advantage of land with existing services, reduces sprawl, and reinvests and revitalizes our City Center area." It also states in the plan that "residents want to preserve the extensive agricultural and open space land surrounding the urban area". Clearly the city is disregarding their own plan if they move forward ignoring ordinance 2482.

The 1995 planned development thoughtfully considered residents in the development plan and both sides were satisfied with the agreement. It seems to me over time the city / developer has had a strategy to manipulate the zoning code to result in exactly what they want, which goes against everything the original ordinance stated and the city's comprehensive plan proposes!

Aside from the original ordinance, there are so many reasons why increased density in this rural area is absurd and even dangerous considering the infrastructure. I hope as a neighboring property to the subdivision, the city and developer will come to their senses and at the very least honor the original Ordinance 2842. Dismissal of the original ordinance is wrong for our neighborhood and wrong for the city and the neighbors are prepared to take this fight to the next level. Please keep the Grand Valley and the rural areas as intended, preserve the viable agricultural land and honor the lifestyle of the neighboring rural properties.

Sincerely,
Lise MacGegor
837 26 Road

April 19, 2018

250 North 5th Street
Planning Department
Attn: Scott Peterson
Grand Junction, CO 81501



Dear Mr. Peterson:

I am writing this letter to express my opposition to the proposal for the new subdivision North of H Road, between 26 ½ Road and 26 Road. The R2 zoning is a violation of Ordinance 2842 from 1995, and this is not acceptable! If our city staff members refuse to honor previously agreed upon plans, this shows a lack of integrity and honesty that is of great concern to me as a citizen of Grand Junction!

I sincerely hope that you will represent your constituency, the citizens of Grand Junction, rather than partnering with the developer who obviously cares for nothing but the money to be made from this high-density subdivision!

Please feel free to contact me if you need additional information about my concerns.

Regards,

Donna Miller
2673 Summer Hill Court
Grand Junction, CO 81506
970 257-7444

Scott Peterson

From: Gail Shotsberger <gshotsberger@icloud.com>
Sent: Tuesday, April 17, 2018 10:01 AM
To: Belinda White
Cc: Scott Peterson
Subject: 26 1/2 Road Development

Belinda, please pass our comments to the members of the City Council:

Please maintain the rural character of our community and enforce the 1995 development plan for the 150+ acres west of 26 1/2 Road. The roads and infrastructure of the area cannot support excessive development. It is a safety issue as well as a quality of life issue for families in the area. As an example, visit 26 1/2 Road and H at the beginning and end of the day for Holy Family School. Major traffic congestion. The story existing roads can barely handle. The City Council has a responsibility to the families of the area to protect our community from over development, unsafe roads and over taxed infrastructure.

Thank you for your consideration,
Gene and Gail Shotsberger
2671 Brush Court
81506

Scott Peterson

From: topcemtr@aol.com
Sent: Sunday, April 22, 2018 6:27 PM
To: belindaw@gjcity.org.
Subject: Weeminuche Subdivision!

Council Members:

Planning for the Weeminuche Subdivision:

Under no circumstances should you nullify Ordinance 2842, 1995 PUD in favor of R-2 zoning. The proposed change to R-2 would be a mistake as there is no plans to upgrade the infrastructure to accommodate the increased impact on 26 & 26 1/2 Roads, the I-70 bridges, schools etc. The foresight that was shown in 1995 to set in place Ordinance 2842 was the correct planning for this semi-rural area and should be continued today.

Thank You for your time and consideration.

Del & June Smith
Grand Junction, CO

-----Original Message-----

From: Vicky Thurlow <vtaspen@gmail.com>

Sent: Monday, April 23, 2018 2:42 PM

To: Traci Wieland <traciw@gjcity.org>

Subject: Rezoning North of H on 26 1/2

Hello Traci,

I may not be able to make the upcoming meeting about the rezoning of the north area of 26 1/2 Rd. Weeimunche Subdivision so I will email in case.

I am deeply saddened that this expansion for building is even a consideration. Most of us living north moved here because it is quiet, there is less traffic, and we have the ability to walk, ride bikes, and walk dogs, etc. without hundreds of cars zooming by. In the past 5 years we have already seen a HUGE growth and enough is enough.

If this building area gets approved, it will be going back on what has been in the plan for many many years. Our roads, stop signs, etc. are not capable of handling the traffic and congestion this project would cause. It's sad because we will lose being in the country, it's dangerous because of the traffic, and it's simply not right.

Please consider all the aspects of this situation and all the people that will be affected. This builder has many other pieces of land he can destroy. Don't let him destroy this one.

Thank you so much,
Vicky

-----Original Message-----

From: Susan Whitaker [<mailto:tswhit08@yahoo.com>]

Sent: Sunday, April 22, 2018 6:57 AM

To: Belinda White <belindaw@gjcity.org>

Subject: 26 1/2 Road development

I am very concerned about the development of the property west of 26 1/2 road being approved for high density housing. The roads in this area, 26 1/2, 27 and H 1/2 Roads aren't designed to handle the traffic, that they already do. There are no sidewalks, bike lanes or traffic signals. During the highest traffic times we already have problems exiting from any direction, out of Paradise Hills. Another concern is storm water runoff. I'm sure you are aware, that this area has had problems in the past. Cement and asphalt will only add to those problems. Please consider the surrounding areas that have been in place for over 40 years, before you approve high density housing for the 26 1/2 road area. The way of life in our community is changing quickly, and there's not a lot most of us can do about that, but you are in a unique position to make an impact on the further, of this farm style atmosphere. Thank you for your time and consideration.

Susan Whitaker

Paradise Hills homeowner



Dear Mr. Peterson,
I'm writing on behalf of my husband + myself to voice our objections to the proposed new zoning for the property of 150 acres between 26 + 26 1/2 rd + H + H 3/4 rds. There is no way that 26 + 26 1/2 rd can handle the 700-1000 cars that this development would bring. You told us it could take 10 yrs to maybe expand 26 rd only. This obviously creates a safety issue for residents + any emergency vehicles. We'd like the property to remain in the spirit of the 1995 agreement with Dr. Saccomanni

2611 Vista Way • Grand Junction CO 81506 →

to keep the north area rural
as a special area of C.T.
We ourselves have 7 acres +
4 horses and purchased in
the North for that reason.

We will attend all meetings,
along with our neighbors, at
the Planning Com + City Council
to voice our concerns

Please listen to us.

Thank you

Sincerely
Jill Freeman

2611 VISTA WAY

GRAND JUNCTION CO 81506



Su Joffrion

2658 I Rd.
Grand Junction, CO
81506
225-892-3026
sjoffrion@me.com

April 23, 2018

Scott Peterson
250 N. 5th St
Planning Department
Grand Junction, CO 81501

Dear Scott,

I am writing this letter to voice my opposition to the proposed Weeminuche Subdivision on the former Saccomano property.

I moved to Grand Junction 3 years ago. I was fleeing from a large city in the South due to high crime and daily traffic jams. Grand Junction has everything I wanted in a place to live - a good flow of traffic, easy access to medical care, little crime, a 4 year university, and beautiful surroundings for recreational activities. I love Grand Junction and have done everything I can to contribute and become an active member of this community. I don't want Grand Junction to turn into the city I left.

The developer for this property originally proposed a very high density subdivision. Since that was turned down, he is now proposing the same thing, just in a different way. Although I bought a home in a high density neighborhood, it is a very small subdivision at the end of 26 1/2 Rd - pretty much out in a rural area. The proposed subdivision would cause a very bad traffic situation. With that being said, I fear that the value of the home that I bought 3 years ago will go down. Not only will the value of my home decrease, I will no longer have that easy access to medical care. Now I can get to St. Mary's in 5 minutes. I fear that will no longer be the case. How will emergency vehicles access the area? Much of 26 and 26 1/2 Roads do not have shoulders sufficient for normal traffic to pull over. And all traffic eventually has to cross a one lane bridge to get into town. The bridges over I-70 on 26 and 26 1/2 Would need to be replaced to accommodate the traffic and prevent a bottleneck at these 2 locations.

We need to understand what good density looks like and what the impact of bad density is on people's long term health and well-being. There is convincing evidence showing adverse mental health issues due to increased density. There is noise and lack of privacy to consider. Just the other day I was sitting on my front porch and could hear every word that my neighbor was saying in his garage. I have to watch what I say in my own back

yard because the neighbors have children. Would I buy in a high density neighborhood again? Definitely not. Driving around other high density neighborhoods off of 25 Rd, there are some very nice homes. But the neighborhood already looks shabby because the houses are crammed in so close together.

Getting density right is difficult but I think it's something Grand Junction needs to look at before it's too late. Once land is developed and subdivisions are built, that land is never going back to nature. Right now, we are in a housing boom. Realtors and developers both say there are not enough houses for demand. Driving around town and looking at the Sunday ads in the Sentinel, I just don't see it. And what happens when the market goes bust. And it will eventually. That's the cyclic nature of economies. We need to look around and see what has happened elsewhere. Las Vegas has so many foreclosures and empty houses that they are having a real problem with squatters. And we know that Grand Junction has a large homeless population. You can't undo density. High density housing, in theory, is supposed to prevent urban sprawl. But in this case, we would be sprawling right out into a rural area where people have lived for years. It's just not fair to them.

The above is just based on my feelings and research into housing densities. However, I understand that the city promised lots would be no smaller than 1/2 acre in a 1995 agreement and the proposed subdivision would breach this, thus opening the city up to lawsuits.

Thank you for hearing me out on this subject.

Sincerely yours,



Su Joffrion

April 25, 2018



Mr. Scott Peterson, Senior Planner
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501
Re: Weemunche Subdivision


Dear Mr. Peterson,

As seven-year residents of the Summer Hill subdivision we have taken a particular interest in the development plans for the Weeminuche subdivision. We have long recognized that it was just a matter of time until this piece of property would be developed, however after attending the neighborhood meeting recently we are joining with our neighbors in opposing the plans brought forth by Vortex Engineering and Mr. Parkinson.

Understanding that additional housing is needed in the Grand Junction area we feel that over developing land for the sake of those who might come is wrong and compromises the safety and lifestyle of those of us who have invested in our property. We strongly urge the planning department and the Commission to thoughtfully study the impact the current zoning change would have on two main entries into the city from the north.

The plan to replace Ordinance 2482 with R-2 zoning seems to give the developer a blank check to develop without consideration to the present neighborhoods surrounding his property and without the city having a plan to make relieve the traffic congestion in the area.

In summary we believe the purposed zoning change is wrong for this area and threatens not only lifestyle and property values, but the safety of those in the area. We would respectfully request t5hsoe involved with this important decision change to visit the area during peak times, morning or evening and observe the already existing use of the roads with little room for bicycles or walkers to utilize the roads safely.

Sincerely,
Charles and Linda Sours 
887 Summer Hill Court, 81506

Planning Director Scott Peterson
Grand Junction City Planning Dept
250 N 5th St
G.J. CO 81501



Scott,

I write in regards to the proposed development of the former Sacomano property (Weeminuche Subdivision) between 26 and 26 1/2 Road and south of H 3/4 Road. Among the many concerns that I have with the proposal, chief among them is the development's lack of compatibility with ALL properties that circumscribe and are adjacent to the proposed development. All properties to which I allude situate on at least an acre of property and/or are of in excess of a half million dollars in worth.

This fact alone should give pause to any development approval because of the necessary and significant negative financial and quality impact to all adjacent properties that would accompany any development that does not meet the previously agreed to and legally binding terms of the Sacomano agreement.

In addition, the fact of the size and value of all adjacent properties precludes the possibility of "dovetailing" or "feathering in" new properties that would deviate from and degrade those particulars.

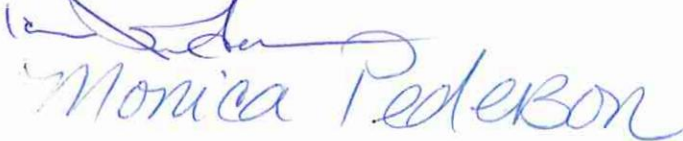
Financial and quality of life concerns are legitimate and predominant factors for people engaged in what is, most often, the largest financial investment of their lives. It is both a chilling and frightening impact on market incentives and personal financial decision-making when city government, or any government, may, and does, intrude itself into natural and economically sound mechanisms of a community's market and financial activities.

For the above, and several other, legitimate and sound reasons, I strongly encourage you to oppose the new/current proposed development plans. Of necessity, my wife and I are unable to attend the next scheduled public hearing. I wish fervently that I were able to attend and lend my presence and voice to the

proceedings. Please accept this letter in lieu of my very strong and sincere opposition to a re-zoning, and to any development plan that falls short of a de-facto development of greater than two homes per acre for each and any home site. This means that non-developed land must and may not be counted as part of an overall ratio that would obfusacate the actual number of dwellings per developed acre.

Thank you for your time and consideration,

Tom and Monica Pederson



Monica Pederson

856 Grand Vista Way

Scott Peterson

From: Sandra Hotard <sch111@icloud.com>
Sent: Thursday, April 26, 2018 10:36 AM
To: Scott Peterson
Subject: Proposed Subdivision @ 26 1\2 Road

Dear Mr. Peterson;

As a landowner in this area, I am opposed to the aboved described project. I am not against new homes, only the following irritates me:

1. During the last meeting, the traffic study did not account for flag men or how the traffic on 26 & 251/2 would be addressed during the construction phase.
2. With the large number of homes being built and the lower purchase prices projected, my property will be lower with the new comps from this project.
3. There was no mention of upgrading the 26 & 261/2 roads nor were sidewalks noted for foot traffic. There are a large number of folks that walk and/or jog along 26 1/2 road. Some parents walk their children to the Catholic school every morning and every afternoon. How does this project address this issue?

In closing, I think the folks in this area would be more open to this project if greater detail was given and when asked questions, a reply of "I will not answer that question". A plat showing the layout of the homes, space for RV parking, roads and common space are just a few questions I have.

Thank you for reading my email,

Sandra Hotard
871 Grand Vista Way
Grand Junction, CO 81506

Scott Peterson

From: ericaleighbenvenuti@gmail.com
Sent: Thursday, April 26, 2018 12:30 PM
To: Scott Peterson
Subject: F road subdivision plans, ordnance 2842

I stand in strong opposition to changing ordnance 2842. I live in the Grand Vista subdivision. Lot sizes and population density has already been agreed upon. For city council to not honor this promise to the citizens is unacceptable. We will hold City Council accountable for their decisions during re election time.

Concerned citizen in Grand Vista,
Erica Karaphillis, MD

Sent from my iPhone

Scott Peterson

From: Marilyn Smith <mmsmith07@hotmail.com>
Sent: Wednesday, April 25, 2018 5:30 PM
To: Scott Peterson
Subject: Weeminuche plan

To whom it may concern,

I am strongly apposed to the high density that has been purposed of the above development. I reside at the corner of H3/4 26 road, directly across the road from the plan. I would like the city to comply with the original plan as stated in Rick Warren's letter.

My reasons are this:

26rd. could not handle all the traffic

schools cannot support that kind of density

the surrounding areas in the county require at least 2 acre lots and this would have a huge impact on property values

high density housing promotes other problems as theft, noise and pollution, irrigation problems , ect.

this road is only a two lane and children ride the school bus so it would cause congestion of traffic and dangerous conditions for all residents.

Thank you, for your consideration in this matter.

I urge you as a long time property owner to respect my rights for this up coming development.

Sincerely,

Marilyn M. Smith

2589 H3/4 Rd.

April 25, 2018

RE: Weeminuche "Plan"

Dear Mayor Taggart, City Council, Planning Commission, and City Planners,

We reside at the corner of 26 ½ Road and H ¾ Road on small acreage. We would like to comment on the proposed development or lack of "planning" concerning the re-zone of the 26 Road LLC.

The agreed development of this property in 1995 was a thoughtful compromise and very clearly stated the appropriate number of lots...per the City Manager, Mark Achin. Ordinance 2842 considered the character of surrounding properties and how to best balance the densities of the "rural character" of this area. It was a compromise between the existing residents, the landowner, and the City. Please see the letter of June 1, 1995 from the City to Gene Saccomanno.

The City has decided to not honor what was agreed to. The zoning codes were changed to manipulate densities and basically change criteria. It is deceptive to say R-2 zoning in lieu of RSF-2, and then manipulate the number of lots by counting Leach Creek floodplain and road land, etc., as part of the lot acreage.

The Planning Commission already voted that the R-2 zoning was NOT correct for this area (9-26-17). The proposed zoning is wrong for this rural/agricultural area. It is wrong concerning safety and traffic concerns. Traffic on these farm to market roads have little improved easement, hilly areas, low visibility, and two bridges that have no pedestrian crossings. The City will have a major expense in dealing with the added traffic problems. Roads should be addressed and improved BEFORE any zoning or construction changes. Traffic will impact walking, jogging, and biking. This is the main area that north area bikers access country roads to Fruita. It will take one horrible accident, where the liability gets pointed toward your decision.

Property values will be impacted by the addition of cookie-cutter homes that are to be built by one builder. Please consider going for excellence instead of quantity. The ½ acre lots in Freedom Heights all sold quickly. Do not re-zone to increase density from Ordinance 2842 agreement.

Views, noise, lighting and signage will all negatively impact the "Quiet Enjoyment" that existing properties now have, and the reason that many of us bought in this area.

Re-zoning for a higher density will take away from our neighborhood cohesiveness, our valued wildlife, and the transition to co-exist with limited development in a rural/agricultural area. Many of my neighbors have horses. It will be a sad day when we no longer see them riding due to an extra 1000 cars from one parcel of land.

We recently returned from Washington DC this month. We marveled at the beautiful city with inspiring buildings, and the foresight of L'Enfant in designing and having a quality vision for the city. It has stood the test of time. Will the City Planners, Planning Commission, and City Council, want to take credit for their plan? Will this choice piece of property, that is so close to the city, be looked at with pride in 20 years? OR-Will it have mediocre, cookie cutter homes that are crammed onto it, with overcrowded farm to market roads, and a "Rural Character" that has been forever lost? You will ultimately decide.

We welcome informed and insightful development. Please consider that the Planning Commission already recommended NOT going forward, and that was before the developer removed his proposal for the subdivision. Now he is asking you to blindly approve the re-zone so that he can get minimal requirements approved. This is a special piece of land. You have the potential to get it developed into something that Grand Junction will be proud of.

Thank you for your consideration on this matter.

Sincerely,

David and Cynthia Hernandez

2648 H $\frac{3}{4}$ Road

Grand Junction, CO 81506

Scott Peterson

From: Jake Aubert <jake.aubert@hfcs-gj.org>
Sent: Wednesday, April 25, 2018 3:02 PM
To: Scott Peterson
Cc: Donald Malin; jeb561
Subject: HFCS objection to Weeminuche rezoning

Scott Peterson, Senior Planner
City of Grand Junction
scottp@gjcity.org
(970) 244-1447
RE: Weemunuche Subdivision
[250 N 5th St](#)
Grand Junction CO 81501

Dear Scott,

The purpose of this letter is to express my strong objection to the proposed Weeminuche rezoning plan of Ordinance 2842.

As the principal of Holy Family Catholic School , I am very concerned that there will be significant traffic issues that would render H Road and 26 1/2 Road unsafe with such a large increase in the volume of traffic. We have approximately 475 students and their families. These families drop off and pick up their children on a daily basis, utilizing both 26 1/2 and H Road.

Our most significant concern is the safety our students who walk to school or ride their bikes. The intersection of these two roads is a 4 way stop, and increased usage from the original aged upon houses would make this intersection even more dangerous than it already is. These are rural 2 lane roads road that were never intended for high density traffic. There are no plans to upgrade them for the increased traffic to include sidewalks to accommodate pedestrians or widen the roads to accommodate bicyclists.

Understand that this is not an position to stop all development- but rather to keep the number of houses to the number originally formalized by the City Council as Ordinance 2842.

--

Jake Aubert

Principal
Holy Family Catholic School

Mission Statement

*Holy Family Catholic School, rooted in the teachings of Jesus Christ,
models the virtues of love of God, neighbor, and respect for all.*

*The school, supported by the entire community,
cultivates a passion about and provides the foundation for academic and life-long learning in a safe, nurturing, and challenging environment.*

Scott Peterson

From: Richard Gauley <gauleyrags@gmail.com>
Sent: Wednesday, April 25, 2018 2:26 PM
To: Scott Peterson
Subject: Weeminuche Again

Dear Scott, Please be sure that local folk always have a voice in any land development that affects their neighborhood. The original 'Appleton Plan' of one home per five acres was lost with the late night city council farmland rezoning to the city, years ago. Ever since the rezoning , developers have been trying, one scheme or another, to maximize their profits while disregarding the qualities of life that make Grand Junction special. There are many,many areas to be addressed by the public before such a venture happens. Thanks for your care of our city. Sincerely, Rags Gauley

Scott Peterson

From: MOLLY BRUNER <brunerjm@msn.com>
Sent: Thursday, April 26, 2018 2:40 PM
To: Scott Peterson
Subject: Re-zoning

Mr. Peterson,

I live in the Garfield Estates subdivision near intersection of 26 1/2 Road and I Road. I oppose the plan to re-zone between 26 Road and 26 1/2 Road. The change to R-2 zoning is not fair to those of us living in the area. It will cause much congestion to the area. It's not fair to overturn the current ordinance. Sidewalks and bicycle paths are needed in the proposed development to keep walkers, joggers, bicyclists, and drivers safe. Please do what is right for your constituents. Thanks, Molly Bruner.

Sent from my iPhone

Scott Peterson

From: Susan Orman <sorman3@msn.com>
Sent: Thursday, April 26, 2018 4:08 PM
To: Scott Peterson; Katherine Portner
Subject: Weemunuche Subdivision

Good afternoon,

I am writing to express my disapproval of the proposed Weemunuche development and rezoning. Ordinance 2842 should be honored - not thrown out - it was passed for very good reasons. Increasing the density in this area would be a huge mistake. Not only would the infrastructure not support it, it would ruin the character of the area we all love. That character is what attracted us to the north area, not once, but twice. Although Summerhill is fairly dense, it is not on the main road, and has far fewer homes than what is now being proposed in the new development. Pedestrians and bicyclists already pose a great risk to themselves as well as drivers on 26, G and H Roads. And extending the development time to 17 years is preposterous. Why would the City Council even entertain extending it for so many years? This proposed development would be a disaster for the north area. Please, please reconsider.

Thank you for your time and consideration.

Susan Orman
875 Spring Crossing
Grand Junction, CO 81506

Scott Peterson

From: Earlene Hickman <earlenehickman43@gmail.com>
Sent: Thursday, April 26, 2018 4:13 PM
To: Scott Peterson
Subject: Weemunuche Subdivision

Mr. Peterson, Senior Planner
City of Grand Junction

I imagine this has been a long and arduous task over the years implementing a development plan for subject property. It has also been a frustrating and stressful time for all of us living around this property with the constant activity and threats of high density housing. Like most of the surrounding residents, we chose and moved to this area in 1999 because of the country atmosphere and tranquil lifestyle. We didn't move next to the egg farm and complain about the odor - or next to a busy park or mall and then complain about the traffic and noise. But that is what you are planning - you are moving into an area of small mini farms, livestock, and rural living and bringing the traffic and city life to us. What happened to the Meetings of the 1995 era to compromise and allow a gentler move from city to rural - Ordinance 2842. Like those days, we would have rather it be left alone or at least no smaller than 5 acre parcels. However, we are willing to follow the middle of the road concept of RSF-2.

Take into consideration: Traffic that no one is prepared to deal with, roads that are less than acceptable now, finances that do not call for any road improvement for at least 10 years, no place for bikes, children, or strolling elders with dogs. How is our fire protection plan for additional families. There is congestion just with the School at H and 26 1/2 Roads during school drop off and pick up time. Imagine the added number of youngsters traveling too and from schools and add another 200 -300 -400 cars to that on a daily basis.

I understand the idea of growth, but I also thought we had government entities to work through a plan to preserve the lifestyle and amenities of our community. H Road north and west of 26 1/2 road is a natural boundary to remain rural - maybe 5 acre parcels. I am sorry that the land was purchased high and has run into snags with the plans of developers, builders, etc looking to recoup and make big money - I am not opposed to making money ---- I am opposed to upsetting the lives and life style of a long established rural area when a workable compromise is at hand.. Let's not make this us against them and how hard can we each push or which loop hole can we manipulate against these old folks. Look at the plan and compensate. Please

Respectfully,

Earlene Hickman

Earlene Hickman

970 234 0712

earlenhickman43@gmail.com

Scott Peterson

From: Rene Landry <rlandry.casa@gmail.com>
Sent: Thursday, April 26, 2018 4:06 PM
To: Scott Peterson
Cc: Katherine Portner
Subject: RE: Weemunuche Subdivision

I am writing this email to voice my great concerns with the zoning plan for the Weemunuche Subdivision. I ask the Planning Commission and Senior Planner to honor the almost two decade old promise made to the residents bordering this planned subdivision to maintain Ordinance 2842. The area cannot sustain such a high density plan as R-2 proposes. 26, 26 1/2, and 27 Roads are all narrow two lane roads with no sidewalks, let alone walking or bike lanes! In addition, when Holy Family School is in session the traffic backs up almost half a mile north from G Road. This issue is enhanced by the fact that Holy Family School does not have an organized bus system like MCSD51.

Residents of this area already have to plan "safe times" to walk or ride bikes on the main roads. Such a dramatic increase in traffic will make such outdoor activities nearly impossible.

Sadly, regardless of the traffic issues, it's beyond my comprehension why the promise made to the long term VOTING citizens of our area to maintain the original 2842 Ordinance is now in question of being rescinded. We're asking you to value the residents of this North area of town and show us in your by voting NO to increase the density of Weemunuche. Show us that your citizens are more important than the bank accounts of the developers and builders. They have no vested interest except to grow their bank accounts! Show us you hear what we're asking, honor the promise made and maintain Ordinance 2448.

Rene' Landry
836 Catalina Court

April 20, 2018

MR. SCOTT PETERSON

SENIOR PLANNER
COMMUNITY DEVELOPMENT
CITY OF GRAND JUNCTION
CITY HALL
250 N. 5TH STREET
GRAND JUNCTION, COLORADO 81501

SUBJECT: WEEMINUCHE SUBDIVISION
RZN-2018-162

This letter is submitted to express our opposition to the subject request to rezone this property from its current zoning to R2. We object to this request for the following reasons.

1. This request is clearly an attempt to avoid public comment on the project. At the recent Neighborhood Meeting absolutely no detail about the project was provided. You yourself stated that if this rezoning request was granted that the entire project could be constructed with only staff review. In our opinion, this project is significant enough to require public comment throughout the review process.
2. The previous submittals for this site have continually ignored previous public comment. No reasoning for ignoring these comments has ever been given by the proponent or staff. We do not feel that staff and the proponent should be allowed to develop this project without public input.
3. The offsite improvements proposed in previous submittals were totally inadequate, and staff recommended approval. P&Z wisely overruled the staff recommendation. The public is entitled to see, in future submittals, how the revised project plans respond to P&Z comments and public input. A project of this significance should, in our opinion, never be subject to staff approval only.

Mr. Scott Peterson
April 20, 2018

4. There was no justification for the rezoning presented at the Neighborhood Meeting other than a statement that if the request is granted the project will require staff approval only. As of this writing, there is no additional information in any public documents available on the *Community Development Online Services* web page.

Based on the two previous submittals for this project, which anticipated 300 or more homes, the development of this site would trigger the need for major improvements to the transportation system adjacent to the site and south of it. The Executive Summary of the Traffic Impact Study submitted for the previous submittal lists numerous costly projects that would be warranted by as early as 2022. Not included in that summary is the need for pedestrian and bicycle lanes/paths. In last September's P&Z meeting, staff stated that the city had no plans to improve any of these transportation corridors for at least 5 or perhaps 10 years. In our opinion, it is not good planning to approve a project of this magnitude without having a plan for funding the necessary improvements caused by the project.

The public has requested much lower density for this site than that proposed at every public meeting we have attended. We are advised by other people who have lived in GJ much longer than we that the neighboring properties have always requested that the density remain as agreed to in Ordinance 2842.

Thank you for your consideration.

SINCERELY,

Elizabeth & Craig Robillard

Scott Peterson

From: Leslie Boyd <leslieb60@bresnan.net>
Sent: Thursday, April 26, 2018 5:18 PM
To: Scott Peterson; Katherine Portner
Subject: Weeminuche Subdivision

To: Planning and Zoning Commission
Re: Weeminuche Subdivision and Rezoning proposal

I am writing to encourage you to please honor your promise to maintain ordinance 2842 which was passed in 1995. This plan is thoughtful of the surrounding neighborhoods. As it stands, 26, 26 1/2 and G Roads are in a rural area with narrow roads, and no sidewalks or shoulders for pedestrians and bike riders. 26 and 26 1/2 Roads along with G Road are already impacted by the Catholic School traffic twice daily. Rezoning to allow 300+ homes would severely impact already busy rural roads and would be a definite safety hazard.

Please DO NOT PASS the R-2 zoning plan.

Leslie Boyd
835 Catalina Court
Grand Junction, Co 81506

Scott Peterson

From: Pamela Hjorteset <haveaseat7@gmail.com>
Sent: Thursday, April 26, 2018 5:45 PM
To: Scott Peterson
Cc: KathyP@city.org
Subject: Ordinance #2842

Scott Peterson and the Planning & Zoning Commission

I am writing to voice my opposition to the rezoning proposal for the Weeminuche Project. Also to voice strong opposition to the ignoring of the existing 1995 Ordinance #2842. Promises were made that are now being ignored. The communities have voiced their opposition to this current proposal multiple times. Here are just a couple of the reasons we are against this plan, flooding problems that exist now in the area would be increased and traffic would most assuredly be impacted. There are many more I won't name at this time. The impact on the surrounding neighbourhoods will definitely be effected. I am not opposed to a development in this area. I am just asking the Planning & Zoning Commission to abide by the current Ordinance (2842) passed in 1995. Our area was developed and has grown by abiding by the rules of Ordinance #2842. Now, we ask the Commission to do the same.

THANK YOU

Pamela Hjorteset
835 Catalina Ct

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Scott Peterson

From: Dick <dgigliotti@aol.com>
Sent: Thursday, April 26, 2018 7:12 PM
To: Scott Peterson
Subject: Weemunuche subdivision

We will be out-of-town for the May 8th meeting. However, we are demanding that the City of Grand Junction honor its commitment and refuse to approve any plan to re-zone the area above.

We are firmly against any effort to allow the proposed development of the land north of H Road and west of 26 1/2 Road.

Richard & Diane Gigliotti
2679 Summer Hill Court
Grand Junction, CO 81506

Sent from my iPhone

Subject: Weemunuche Subdivision

Mr. Scott Peterson
Senior Planner, City of Grand Junction
scottp@gjcity.org

Mr. Scott Peterson:

Our names are Richard Conkle and Barbara Conkle and we own a home in Paradise Corner subdivision, 828 Bermuda Court. We have lived in Grand Junction since 1996.

In regard to the Weemunuche Subdivision:

We do not fully understand the rezoning issue with ordinance 2842. I surmise the owner of the property is trying to maximize his investment with no regard for the neighborhood nor with the City of Grand Junction who seems to be in concurrence.

Numerous concerns have been brought to the City's attention that have not been addressed. From narrow roadways, turn lanes and other traffic concerns, pedestrian walk ways, etc. beginning immediately south of the bridge, located over interstate 70 on 26 and 26 ½ road and extending north beyond the proposed Weemunuche Subdivision.

We would prefer a lot size that is more consistent with the new Subdivision located on Freedom Drive and Freedom Way which seems to be more representative of ordinance 2842. Especially since this subdivision will be connected by a road into the Weemunuche subdivision.

I believe there will be a subdivision on the 150 acres in question. We would prefer this to add value to the surrounding area versus the alternative. A higher density, as proposed, is not acceptable with the surrounding area.

Thursday, April 26, 2018

To: Scott Peterson Senior Planner – City of Grand Junction, CO –
970-244-1447 – scott@gjcity.org

From: David Krogh – 892 Overview Rd – Grand Junction, CO 81506-
Grand Vista Sub – usvetvfwco@acsol.net – 970-245-5312-

Reference: WEEMUNUCHE SUBDIVISION –
WEST TO EAST - 26 ROAD TO 26 ½ ROAD /
NORTH TO SOUTH – H ¾ ROAD TOWARD H ROAD

Sir: do not change the planning for this subdivision from ordinance 2842 – for 122 homes.

Mr. Rick Warren has detailed the request of the homeowners in this local area of north Grand Junction, CO at several meetings at which the large group of homeowners expressed, to the developers representatives & the Grand Junction planning department that we do not approve of number of homes the developer has proposed.

D Krogh

Scott Peterson

From: Mary Sornsin <mary.sornsin1@gmail.com>
Sent: Thursday, April 26, 2018 8:58 PM
To: Scott Peterson
Subject: RE: Weeminuche Subdivision

Mr Scott Peterson:

By now you are well aware of the feelings of the residents impacted by this proposed development. Please respect the 1995 plan and insure the residents of the immediate area continued peace and tranquility. All the major cons associated with this current plan have been voiced and remain valid. Nothing in this new plan addresses these concerns in any substantive way, such as the big concern over lack of supporting infrastructure (roads, lights, emergency services etc). I believe the previous estimates of traffic flow miss the mark by a large margin. It has been my direct experience that traffic in the immediate area has increased by an uncomfortable level over that past year and a half, even before the proposed development has even been realized. It was abundantly clear that the proposed re-zone to R2 is a wolf in sheep clothing.

Sincerely,

Mike Agee
Paradise Hills resident

Scott Peterson

From: Bill and Carol Scott <barkscott@hotmail.com>
Sent: Friday, April 27, 2018 7:08 AM
To: Scott Peterson
Subject: Weeminuche subdivision

To: Scott Peterson, senior planner
City of Grand Junction

Dear Mr. Peterson and Planning Commission,

My wife and I have lived at 823 26 Rd. since 1984. Our home is on 8 acres across 26 Rd. from the Weeminuche Subdivision. We are extremely concerned about the proposed Weeminuche development.

In 1995 there was extensive opposition by neighbors near the proposed dense housing associated with the annexation of Dr. Saccomanno's farm land. At that time a meeting with the neighbors, Dr. Saccomanno, Parkerson Construction, and Mark Achen, city manager, enabled a compromise. This compromise of 220 homes on the property was both a legal document, Ordinance 2842, and a "gentleman's agreement". The neighbors were told by all involved parties the 220 home number would never be exceeded. The opposing neighbors were disappointed by the agreement of 220 homes as it "**does** not fit" the five acre average of the surrounding homes and small farms, but at least we were confident it would not ever be more dense.

Overturing Ordinance 2842, which is the compromise plan, should not be a consideration. A person or a City Council's word is respected in Grand Junction. I respect the City Council's integrity. Please respect the compromise that was negotiated and agreed upon in 1995. It will have significantly less of a negative impact on the area surrounding Weeminuche.

The roads adjacent to the proposed development, both 26 and 26 1/2, were built as "farm to market" roads. They are heavily traveled now. For most of the area north of G Rd. there are no shoulders with nothing but weeds and a drop off just a few inches outside the white line on either side.

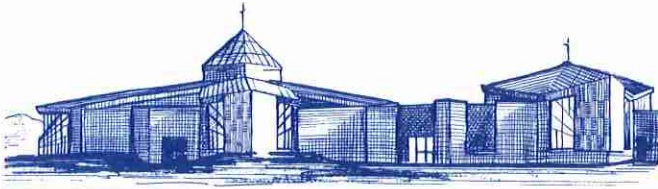
For city bikers wanting to get to less crowded roads north and west of the city, 26 Road is the main route to get there. Once they make it to 26 and H 3/4 Road they head west where it is safe to ride. It is a dangerous situation now and will become even worse with future development.

The developers who spoke at the City Planning meeting told me at the 10 minute break "we plan to do nothing to improve 26 Road" and the only road improvements would be near the entrance on 26 1/2 Rd. The developer should be required to put shoulders on both side of 26 Road and 26 1/2 Rd. along the 3/4 mile stretch they are developing. Many

more improvements are obviously needed all the way south to G Road. This is one of the many reasons even 220 homes "does not fit". Approximately 190 homes as presented in the Saccamanno plan would be a reasonable development.

Thank you for your consideration in this extremely important decision,

William Scott, M.D.



Immaculate Heart of Mary Catholic Church

790 26 1/2 Road

(970) 242-6121

Fax (970) 256-0276

Grand Junction, Colorado 81506-8350

Mr. Scott Peterson, Senior Planner
City of Grand Junction
250 N 5th Street
Grand Junction CO, 81501



April 25, 2018

Dear Mr. Peterson,

I am writing you today to register some concerns regarding the proposed development called the Weemunuche Subdivision. I only found out about it because I was approached by one of the neighbors of my parish who informed me of the planned development which is moving forward. I'm curious as to why Immaculate Heart of Mary Parish or Holy Family School were not included in the consultation as this project was going forward as of recent times. My parish budget represents a contribution of almost \$1 million annually to the economy of Grand Junction. When we add the school to that, it's nearly \$3.5 million. We hire local businesses for upkeep of our plant, new construction, repairs, and other kinds of services as necessary. It is our policy to keep business in Grand Junction. Almost all of our purchasing is done from local retailers, or commercial supply companies. We just re-paved our parking lot and reroofed our church to the tune of over \$400,000. Again, we chose local contractors though there were others from outside our area who bid on those jobs. That is a major contribution, in my book. Yet, neither the school nor my parish were consulted or invited into the conversation.

That being said, there are other concerns that impact both the neighborhood and the school and parish communities. These concerns must be addressed in the development plan due to its impact on the neighborhood as it currently exists as well as the church and school populations. The safety of pedestrians is also a problem. The impact on traffic is a problem and the infrastructure itself, which seems to be endlessly in some form of repair, is a problem.

Our school and parish already make for a substantial volume of traffic every day on both 26 1/2 Road and H Road due to

1. Many large funerals (as many as 200+ automobiles per funeral),
2. School drop-off and pickups (roughly 200+ automobiles twice daily)
3. Late afternoon and evening programs on weekdays (50-150 automobiles 4 nights per week).

The weekends are also heavy with traffic.

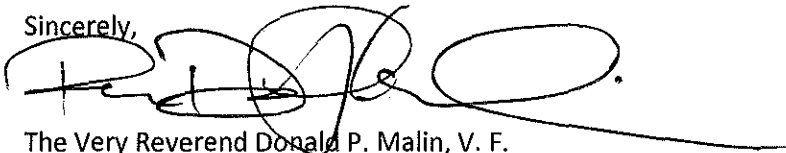
1. Educational, religious and community programs on many Saturdays
2. Two Masses on Saturday, minimum (excluding funerals, weddings and Quinceañeros celebrations)
3. Three Masses on Sundays
4. Sunday fellowship and Study gatherings meetings and other gatherings.

When the Air Show happens, we have people parking all the way down to our intersection. With the addition of 300 new homes in a high density development, we estimate anywhere from 450 to 600 more automobiles passing through that intersection a minimum of two times daily. This addition of the Weemununche development will dangerously impact our neighborhood.

Because there are no curbs in gutters on H Rd. except for those that we were required to provide when we built the church, pedestrian traffic, exercise jogging, and walking dogs a dangerous proposition for the neighbors. They simply run on the streets. I notice as I look around the city, that none of the other developments on the north side of Patterson, including the new ones that have gone up since I came three and a half years ago, have any curb and gutter along the main thoroughfares required of them. Are these needs being planned for throughout the city for safety's sake?

We would urge you and the planning commission to re-evaluate the burden this development will put on the two two-lane roads that would be used by this greater load of automobile traffic. The bridges over I-70 will become a bottleneck for those who live in the neighborhoods north of the Interstate. The City will have to condemn or purchase easements from all the houses on 26 and 26 ½ Roads from G road up to the entrances of the new developments to accommodate the traffic, utilities and other services. Our recommendation is that the Commission leave the density comparable to that of the already established developments in our area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald P. Malin, V. F.', with a long horizontal line extending to the right.

The Very Reverend Donald P. Malin, V. F.
Pastor, Immaculate Heart of Mary Parish

Scott Peterson

From: GLENN KEMPERS <gnckempers@msn.com>
Sent: Friday, April 27, 2018 10:46 AM
To: Scott Peterson
Subject: Fwd: Weiminucci Subdivision City Council

From: GLENN KEMPERS [<mailto:gnckempers@msn.com>]

Subject: Fwd: Weiminucci Subdivision City Council

Please include our letter with the Weeminucci agenda items to the City Council Members and interested parties.

Thank You

Sent from my iPad

Begin forwarded message:

From: GLENN KEMPERS <gnckempers@msn.com>
Date: April26,2018
To:
Subject: Fwd: Weiminucci Subdivision City Council

From: GLENN KEMPERS <gnckempers@msn.com>

To: GJ City.org
Subject: Subdivision City Council Meeting 4/26/2018

Dear Hon. Rick Taggart
City Council of Grand Junction Members

From: Cindy and Glenn Kempers
819 26 1\2 Rd
Grand Junction, CO
C. 970-623-9719

Thank you for this opportunity to state our thoughts on the proposed Subdivision development. My husband Glenn and I have lived 45 years here.

We know change happens, but we

Because of a previous commitment, we are unable to attend the December 6 meeting.

We agree with our neighbors who are concerned about the increase impact on all services that will be affected by these 303 homes. Transportation is the most immediate thought impacting our road system. Currently, we think traffic is already especially congested at certain times of the day. I (Cindy) spoke at the P & Z Sept 26 meeting describing some issues on Freedom Heights roadways and new homeowners on 1 acre lots. Our personal encounters on 26 1/2 Rd have increased since the new Subdivisions are in, not to mention new development. Bicyclists and pedestrian have little defense on roads without bike lanes and fast cars and pickups.

Additionally, we are concerned about the impact of the concentration of people in this area. Many have moved into the GJ area escaping situations that this Subdivision will produce. Human nature needs space to avoid conflict. We all need clean air which is generated by trees and green planting. Pavement and housing obliterates such precious commodities. Noises and Light pollution, smells of petroleum are other impacts that can destroy one's ability for recouping serenity and peace. Movement, activities of living are another way the quiet country life will be lost. There are tightly knit areas in our city with sizable problems which occur due to over crowding. We were impressed by a previous neighbor's statement at the 2008 Council meeting that concentrating 58 dwelling in the SE 40 acre corner in this property is likely to produce a ghetto. That is no one's wish. A previous owner of the property stated that poor people need a place to live also. The delineation of class is not the issue here. Numbers of people congregated in a small area is the issue.

The open space stated this project is on the Leach Creek wetland designated live water year round. Fish & Game dept and Soil Conservation stated this wetland must not be disturbed, or they should be notified.

Thank you for your consideration.

Cindy and Glenn Kempers
819 26 1/2 Rd
Grand Junction, CO. 81506
Gnckempers@msn.com
C. 970-623-9719

Sent from my iPad

27 April 2018

TO: Members of the Grand Junction Planning Commission
RE: Proposed rezone of Weemunuche Subdivision
250 N 5th St
Grand Junction CO 81501

We are writing to oppose the proposed plan to rezone the 151.18 acre Weeminuche Subdivision (Figures 1 and 2 at end of letter). We continue to oppose any plan as documented in letters on 17 September 2017 to City of Grand Junction Planning Office and on 27 June 2007 to Mr. Ken Kovalchik, Senior Planner, City of Grand Junction.

Existing City Ordinance 2842, a Planned Development (PD) enacted from May 1995 meeting of City Council, provides visionary compromise agreed to between the previous landowner and nearby residents. The proposed rezoning is a specious attempt to eliminate Ordinance 2842, which has been entirely ignored in ALL past plans for development. Such rezoning would not only dishonor the agreement that we residents have trusted and relied upon, constituting false assurances, but would replace a far superior plan to develop the tract with no plan at all. The tract proposes rezoning to R-2 without any specific plan for development. For purposes of discussion, we address the specific R-2 plan rejected by Planning Commission at the 26 September 2017 meeting.

About 100 residents attended the Neighborhood Meeting on 26 March where the "plan" before you was introduced. There, the developer of Freedom Heights Subdivision, adjacent SW from Weeminuche Subdivision, asked for vocal response from any resident who supported the plan; the response was silence. We residents are in solid opposition to ANY plan that attempts to replace our assurance from Ordinance 2842 for development as promised by the City in 1995.

First, we point out a few of the plethora of problems with the proposed rezoning:

- Goal 7 of the City Comprehensive Plan, which states that "City and County will balance the needs of the Community" is completely ignored in the plan. There is NO buffering transition. By 1995 the area surrounding Weeminuche Subdivision was well established as rural; currently about 1/3rd of the surrounding parcels graze horses, llamas, alpacas and other large animals (Figure 3). The rezoning plan proposed in September would have embedded 1 of every 50 City residents within the midst of farm animals; densities would be more than 12 times higher in the suburban development than in adjacent unincorporated County across a full linear mile of 26 and H 3/4 Roads, and 3 times higher than Freedom Heights adjacent to SW (Figure 1). A buffer zone a mile wide divides urban subdivisions within City of Fruita and adjacent agricultural zones. The same R-2 rezoning requested in September 2017 provided a wall and setback of 10-95 ft from easements that follow the two roadways that divide City from Mesa County.
- All major thoroughfares negotiate hilly terrain and are virtually devoid of shoulders (Figure 3). Development according to rezoning will locate 1 in every 50 residents of The City on less than a quarter section of land, creating a huge negative effect on efficiency and safety of automobile, pedestrian, and bicycle movement. The huge added increase in traffic will require traffic lights on G Rd at 26.5 and 26 Rds, and 3 roundabouts on H Rd according to the Traffic Impact Study. Plans concurrent with development are essential to ensure safe passage on roads leading away from the area, all with absolutely no shoulders. At risk are horses kept at many adjacent County and City residences, pedestrians, and bicyclists (Figure 3). This doesn't sound consistent with Goal 9 of the

City Comprehensive Plan to us. How will the City implement and pay for the long list of road upgrades needed, and what will the schedule be?

- Goal 5 of the Comprehensive Plan aims to provide a "broader mix of housing types". Ordinance 2842 highly promotes this objective. How does wall-to-wall housing at maximum density following the September 2017 plan to rezone accomplish this?
- Where are the attractive public spaces of Goal 8 in the Weeminuche development plan? All land to remain undeveloped is unusable for home sites, particularly the 22 acres of floodplain along Leach Cr. In many developments that we've seen elsewhere, floodplains have been converted into fine recreation areas, such as green parks. It is essential to have a commitment for development of recreational resources in plan for development.
- The September Weeminuche development plan required a 17 year period for completion, 7 years beyond the maximum allowed, and no mention of any consideration for wildlife or close proximity to airport, or for current residents.

We anticipate that many residents will speak to you on 8 May to describe these problems and many more. Instead we will describe our graphic representation of Ordinance 2842.

Ordinance 2842: The City's compromise promise to preserve the neighborhood: The criteria for development of the 151.18 acre tract bounded by H.75 Rd, 26 Rd, and 26.5 Rd was defined from a long and contentious meeting of the City Council in May 1995 by Ordinance 2842, which passed 4-3 after several failed motions:

The following properties are zoned PR (with a density equivalent to RSF-2) and with a requirement that higher density locate towards the eastern edge & lower density locate towards the western edge of the properties: (legal description follows)

Honoring City's compromise promise to residents: At the May 1995 City Council meeting to address annexation, the landowner requested RSF-4 zoning for Weeminuche Subdivision. Most residents of the 86 parcels within the 1/4 mile wide 320 acre (3.72 acres per parcel) swath surrounding on the west, south, and north sides were at that meeting and still reside here; they requested retention of AFT zoning (5-35 acre lots) specified by the Appleton Plan that preceded annexation and had been approved by Planning and Zoning Commission. The compromise of Ordinance 2842 by the 1995 City Council offers an opportunity to develop a visionary plan that gracefully grades from suburban parcel densities of Paradise Hills and Summer Hill to the east into the vast rural low density area that extends unbroken to Fruita. Within this vast rural low density region are Quail Run, Red Ranch, Northside, and many other subdivisions that blend in well with surrounding agricultural land and are unrecognizable in Figure 2.

Simplicity of plan: To apply the constraints of Ordinance 2842, we imagine standing on a lot in the center of Weeminuche subdivision, where we see lots becoming smaller eastward towards Paradise Hills, and larger westward towards unincorporated Mesa County. How do we quantify this into precise parcel densities? The fairest means is to simply average parcel densities surrounding the subdivision and apply these averages to the development. The development covers nearly 160 acres, and so is conveniently divided into 40 acre portions. The parcel density for each 40-acre portion within the development is equated to the average for the 3 adjacent 40 acre portions outside the development. This very simple approach results in a plan for 122 parcels that grades as required and can be constructed entirely within RSF-2 zone (Figure 4). The visionary requirement that parcel density must grade from high suburban to low agricultural density ALL WITHIN RSF-2 zoning ensures seamless density transition between the two,

satisfying Goal 7 of the City Comprehensive Plan 5 years before it would be written. That is, all lots must satisfy minimum requirements for RSF-2 AND lot sizes must increase westward, but NONE of the lots can be smaller than the minimum. These requirements for density gradation were reaffirmed and application of gross density denied in a 1 June 1995 letter from City Manager Mark Achen to *Dr. Saccomanno* (excerpt of paragraphs 6 and 7 of 8):

We do not agree with your attorney's view that the maximum should be 300 units. City Code establishes a minimum lot size of 21,500 square feet in RSF-2 zones. This requires that the maximum number of lots be calculated on net acreage available after public-rights-of-way, open spaces, wetlands, etc. have been identified.

Following Ordinance 2842 solves the problem that the Weeminuche development plan is too dense for the area. Additional stress on existing roadways will be strongly mitigated not only by a considerably lesser populace, but by the demographics of new residents.

Parcel density for proposed rezoning: A careful look at the September 2017 plan, created to achieve the maximum allowable (gross) density of 2 homes per acre, miserably fails lot size standards for R-2 zoning due to exclusions for undevelopable land and right-of-ways. Only 7 of 303 lots exceed minimum lot size of 21,500 sq ft (0.494 acre) required for RSF-2, and only 35 of 303 (1 in 9) lots exceed minimum lot size of 17,000 sq ft (0.390 acre) required for R-2. More than 75% of lots are smaller than 0.30 acre and 45 of these tiny lots are 0.24 acre. **THIS DEMONSTRATES WHY REZONING IS BEING REQUESTED; THE PLAN FALLS SQUARELY INTO R-4 ZONING, EXPLAINED AS "UNDERLYING ZONE", DUE TO IMPROPER MANIPULATION OF ZONING CODE.**

Housing variety: Goal 5 of the Comprehensive Plan aims to provide a "broader mix of housing types". The density gradation of Ordinance 2842 is exemplary. Every resident, whether inside or outside of the subdivision, enjoys a compatible neighborhood on all sides. Residents who have migrated to our neighborhoods, attracted by its quality living and extraordinary stability, include highly accomplished professionals such as a recent City mayor, doctors and lawyers, many who have resided here for 30 years and much longer. Development as promised by Ordinance 2842 offers a similar neighborhood within the western part of the Weeminuche Subdivision to attract similar new residents.

Honor the promise of Ordinance 2842, a visionary compromise by the 1995 City Council: The City has received its 30 acre parcel across 26.5 Rd from the Catholic Church, the landowner obtained zoning coupled with sewer service from annexation that enables suburban development at the highest density consistent with surrounding, established rural neighborhoods. Residents of 183 rural parcels and 818 suburban parcels within the half mile surrounding Weeminuche Subdivision have awaited fulfillment of the visionary compromise of Ordinance 2842 made in their behalf. Instead, The City has manipulated and improperly transformed this ordinance into proposed plans that circumvent requirements of Ordinance 2842, most egregiously the visionary requirement for transition. We ask the City to reject the proposed plan and to await a plan that best suits and preserves this lovely part of the Grand Valley, one that honors the Ordinance 2842.

Jan and Richard Warren
2622 H Road
Grand Junction, CO 81506

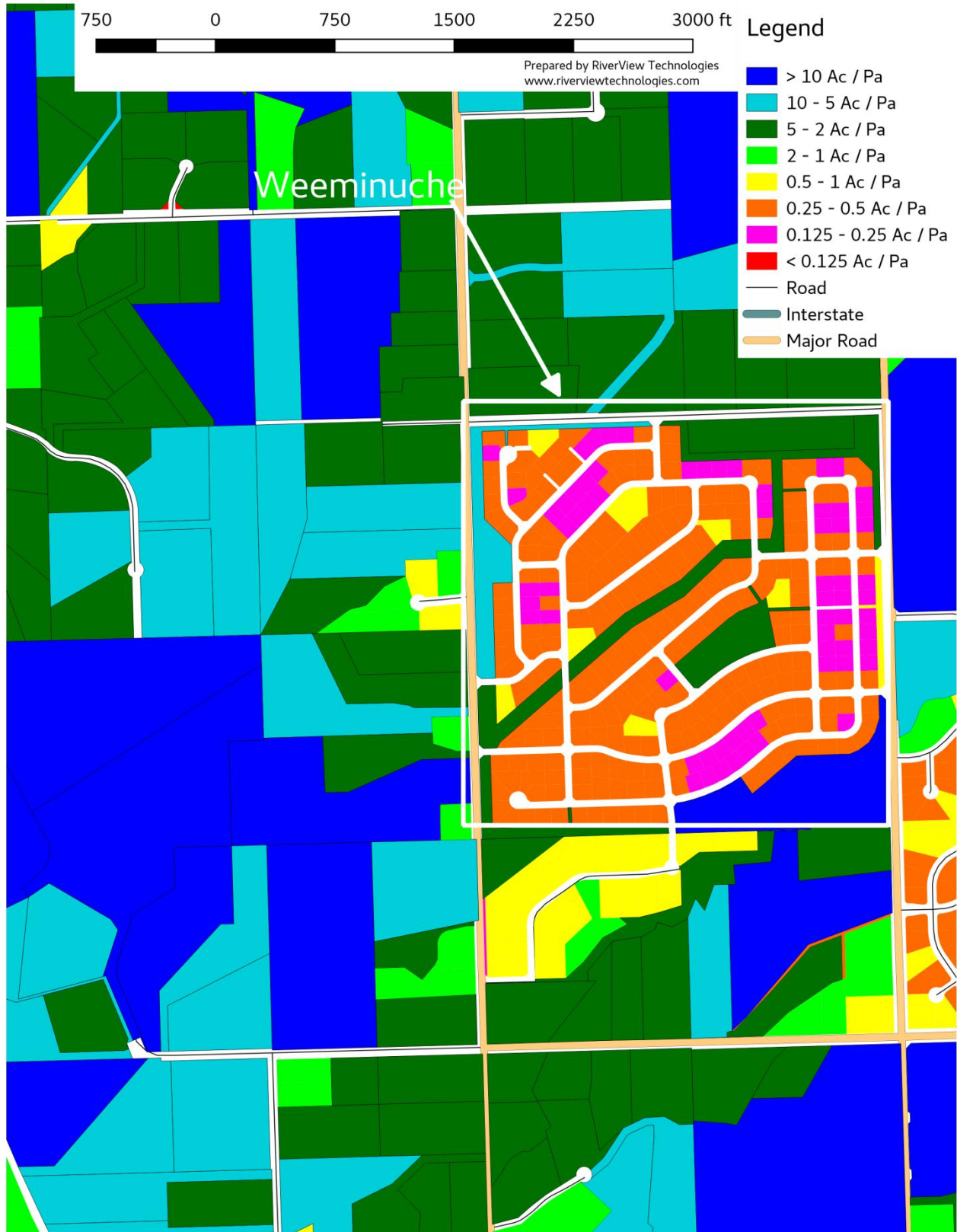


Figure 1. Parcel density for proposed 151.18 acre Weeminuche subdivision, 303 total parcels.

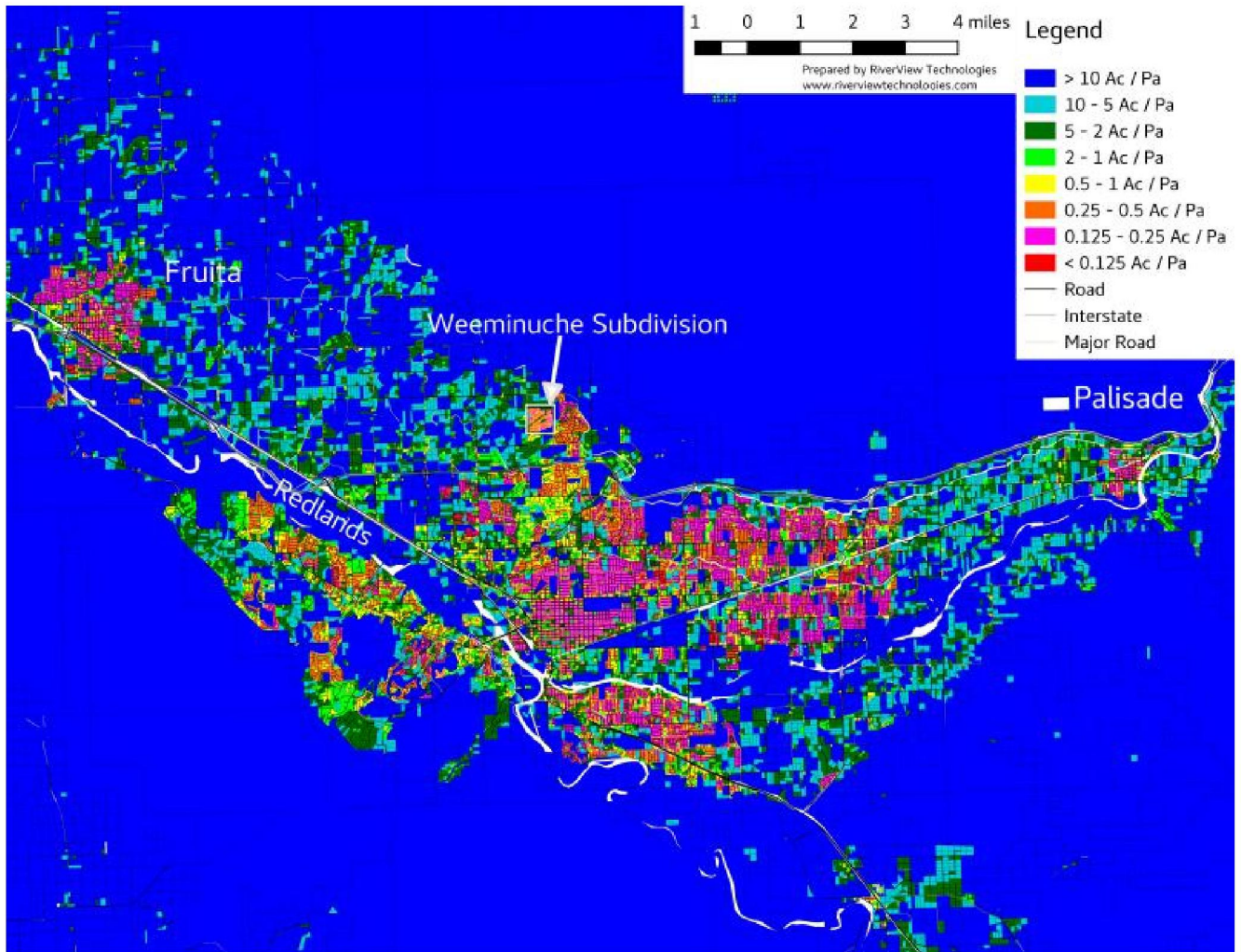


Figure 2. Parcel density for 151.18 acre Weeminuche subdivision proposed in September 2017, 303 total parcels, compared to densities throughout Grand Valley.



Figure 3. Left: Farm animals are common residents of area surrounding proposed development. Right: View north on 26.5 Rd (7th St) 1/4 mile north from H Rd.

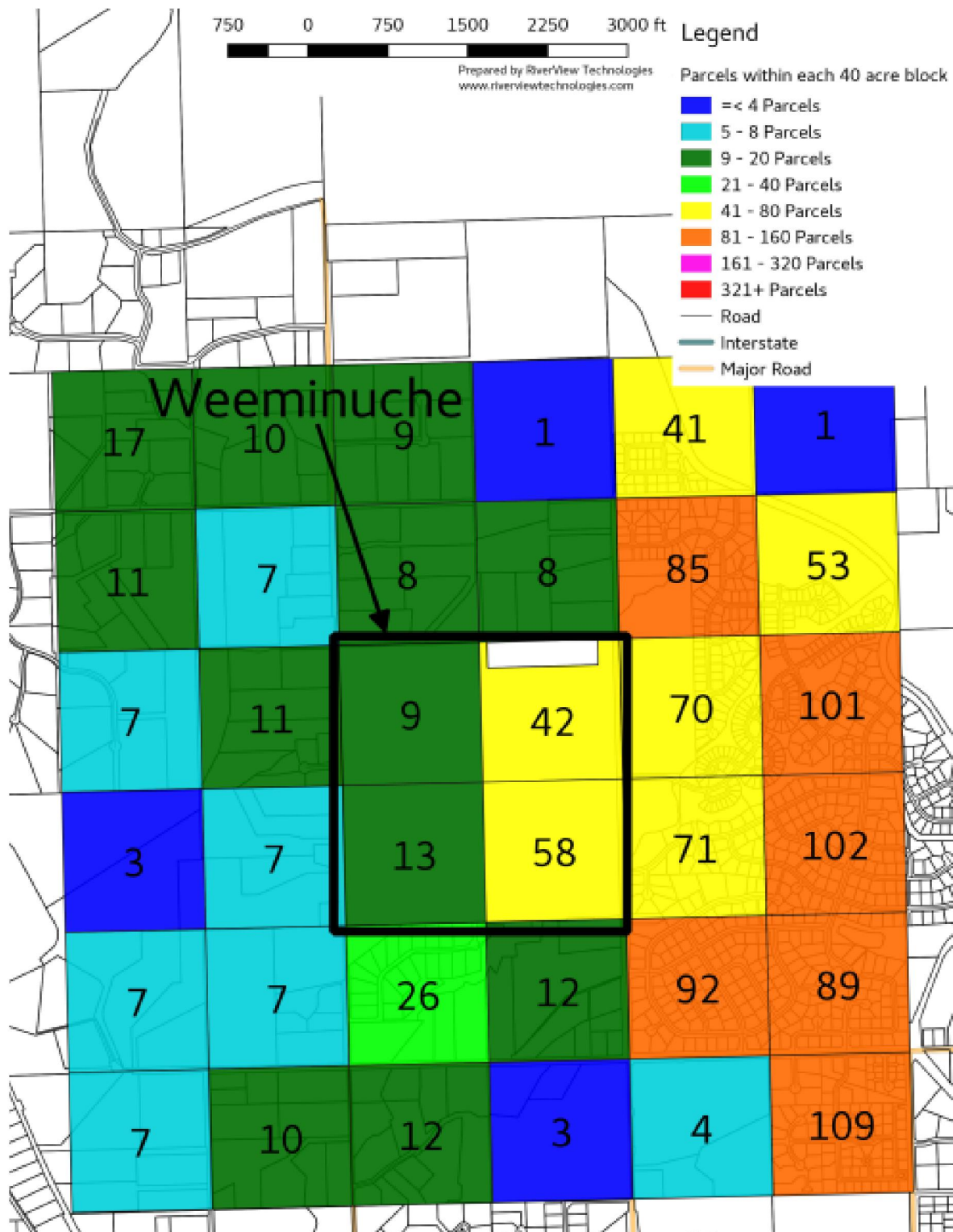


Figure 4. Number of parcels for each 40 acre tract calculated for 151.18 acre Weeminuche subdivision to match average for three immediately adjacent 40 acre tracts outside subdivision. Number of parcels for northeasterly 40 acre tract within subdivision is adjusted for smaller (31.35 acre) area.

Comment Sheet
Neighborhood Meeting – 26 Road, LLC - Rezone
Monday, March 26, 2018

Please Respect Sacamano Plan -
2 houses per acre
your plan has too much density
and will not be very safe traffic
wise. ~~once~~ once the land is gone it's
gone you never get it back - please
be honest and don't try to slight everyone
Karin & Mike Bales

Comment Sheet
Neighborhood Meeting – 26 Road, LLC - Rezone
Monday, March 26, 2018

This meeting was purely a con job
to attempt to pass something that failed
last year.

Comment Sheet
Neighborhood Meeting – 26 Road, LLC - Rezone
Monday, March 26, 2018

Once public access areas, streets, wetlands, etc. are removed from the total acreage that will be used for homes, the resulting density will be much more than the neighborhood now has -

Also, ~~H~~Rd, 26 Rd, 26 1/2 Rd and overpasses on those streets are already narrow and cannot safely accommodate more traffic.

Comment Sheet
Neighborhood Meeting – 26 Road, LLC - Rezone
Monday, March 26, 2018

1. Do not support the Rezone!
2. City should live up to the ordinance that was agreed to.
3. City should expand and improve 26 + 24 1/2 BEFORE ANY devel.
4. Rezone + subdivision does not blend with existing small acreages.
5. Devalues existing homes.

Comment Sheet
Neighborhood Meeting – 26 Road, LLC - Rezone
Monday, March 26, 2018

This density was already rejected by the @
Planning Com because of traffic + safety
so why is it being considered again

Breman
VISTA way

Comment Sheet
Neighborhood Meeting – 26 Road, LLC - Rezone
Monday, March 26, 2018

Go back & look at
original Sacamano plan.
It should still be legal.
Be honest, This shouldn't be
about \$\$\$, how about quality
of life? Monica Peterson

Scott Peterson

From: Sandra Nesbitt <mail2sln@icloud.com>
Sent: Friday, April 27, 2018 1:58 PM
To: Scott Peterson
Subject: Weeminuche Subdivision....OPPOSITION!

April 26, 2018

To Scott Petterson, Senior Planner, City of Grand Junction, CO:

I just got word today (April 26, 2018) by indirect means that the Weenimuche "plan" to "get rid of Ordinance 2842 zoned RSF - 2 (in the words of the City Planning Department) will be presented May 8, 2018 to the Planning Committee. I understand....letters and e-mails addressing this proposed action must be received no later than April 27, 2018 . What is going on!?? **This gives me ONE DAY notice to OPPOSE this action.!!** I have received no personal notice, yet, live in the area and it has an impact on ME, OUR property and LIFE STYLE!

All people in the area or the NORTH section of Grand Junction should have been informed of the "NEW PROPOSAL and CHANGE".....NOT just within a 500 ft. area! We are ALL impacted! It seems to meby law we should be informed at least a month before presentation of a change in zoning in any area.....via e-mail, internet, newspaper, etc. Many of us have never been officially informed.....NOW....we have only ONE DAY to oppose this action for **ZONE change**. Is this fair? How sneaky!! (as an added note: Several years ago our property was "secretly" at a 3 AM planning meeting annexed into the City...with NO notice to us. So....here we go again!) An increase in taxes seem to be the only concern for the developers and the City...with little regard for the residents in an area.

Our property is on a ridge above Leach Creak and "we look out" to Freedom Heights Subdivision (which we opposed but the City approved the development of the property, anyway, and has already caused problems and an ugly sight!) We can see the Weeminuche land further north and passionately **disapprove of the "new Plan" of getting rid of ORDINANCE 2842 which has a zone of RSF-2.....not R-2!**

We chose to live in the north section of Grand Junction because of the life style, low density with acreage for farm animals or planting large organic gardens, vineyards, etc.... if desired on a hill. We did **not** choose to live in the subdivision of Paradise Hills where the houses are squeezed together with no acreage. We also

enjoy the wildlife in the rural area (though not like we saw at our former home in Africa) and seeing the OPEN areas, farm lands, beautiful houses on acreage, the desert.... Bookcliffs, Grand Mesa and Monument

In this area there are narrow rural roads (some quite hilly) with no specific plans for upgrades for sidewalks or wide paths along the road to accommodate traffic at the suburban traffic level. Even NOW.... walkers, hikers, bicyclists or the handicapped in wheelchairs are at danger and have NO PLACE to go to avoid FAST traffic and motorcycles!!!! **Safety** should be considered for all residents. Also, noise from the airport...with planes flying low overhead and possible accidents should be considered.

We will always be lowest in priority for road upgrades as this area is rural (we want it that way) and it does not lead easily to businesses, hospitals in town or to the mall in a fast manner. Currently, there is a bottle neck of heavy traffic on 26 Road, 26.5 Road, 27 Road as well as H and G Road. (I have even been given “the finger” in trying to leave my driveway on H Road”!!!) The Freedom Heights subdivision is part of the traffic problem as well as IMMACULATE HEART OF MARY CHURCH AND SCHOOL on H and 26.5 Road. Again...**safety** should be of concern.

If people want to live in a high density area (with no acreage or raising farm animals, growing their own large garden of organic food, enjoying the wonderful wildlife in beautiful Colorado....then....fine.... they can move to areas in Denver, LA, SF, NYC or other parts of GJ and enjoy that kind of “close living arrangements”but NOT ME.

The Planning Commission, City Counsel, etc. should consider the residents of NORTHERN Grand Junction. Please respect ALL of the residents/neighbors in the area as we ALL chose to live in this part of the VALLEY. **A subdivision of Winnemunche magnitude is NOT appropriate for this area!**

Again.....**NO. NO. NO** to getting rid of Ordinance 2842 which is zoned RSF-2 (the OLD way of Zoning)NOT R-2which means 2 house per acre! **NO !!!**

Thank you,
Sandra L. Nesbitt
2616 H Road
Grand Junction, CO 81506
970-241-4833

Scott Peterson

From: karencd@bresnan.net
Sent: Friday, April 27, 2018 3:23 PM
To: Scott Peterson
Subject: Weemunuche Subdivision

to: Scott Peterson, Senior Planner

I am writing in regards to the attempt to establish a "cluster development" in the Weemunuche Subdivision.

This plan is not right for this part of town, and we've all bought our homes here because this is where we have chosen to live based on the City's promise written into Ordinance 2842. We all know that this proposed dismissal of the ordinance is wrong for our neighborhood and wrong for the City.

Our neighborhoods are at the edge of town. Therefore, traffic is forced almost entirely southward, a severe bottleneck would result down 26 and 26.5 Rds. There are no specific plans to upgrade rural roads plus absence of sidewalks to accommodate suburban level traffic effects that threaten safety of drivers, pedestrians, and bicyclists.

It has been brought to my attention that since we are at the edge of the city, needed improvements would serve only our local population, and not benefit the general public. Nobody from another part of town needs to drive through our neighborhoods to reach the mall. So, if there are no plans for improvement that dovetail with housing development, we will always be lowest in priority for road upgrade, which consequently will never happen.

I ask you to act with integrity and honor and follow the existing plan, formalized by the May 1995 meeting of City Council as Ordinance 2842, which requires matching densities inside development with those outside development, and lot sizes governed by RSF-2, none smaller than 21,500 sq ft (0.494 acre).

Thank you so much for your attention and consideration to our appeals.

Karen Duignan

744 Corral Dr.

Scott Peterson

From: mjpgdouma@bresnan.net
Sent: Friday, April 27, 2018 3:30 PM
To: Scott Peterson
Subject: Weenimuche subdivision

We are writing to state our opposition to the proposed Weenimuche subdivision between 26 and 26 1/2 road. Please visit the area if you haven't already and note the infrastructure in place. It can barely handle the existing traffic without adding another 2-300 residences and the traffic they would bring. The roads are narrow and two lane. Add a bicycle and you have a real problem.

My understanding is the proposal varies greatly from the intended original use of the land.

The developer should not be allowed to come into the area and reap the benefits of a housing boom without being willing to invest in the area as a whole to make it a better and safer place.

As it stands please note our opposition.

Park and Mary Jane Douma
868 Grand Vista Way
Grand Junction, CO 81506

Scott Peterson

From: Judie Peach <judiepeach@yahoo.com>
Sent: Friday, April 27, 2018 4:02 PM
To: Scott Peterson
Cc: Katherine Portner
Subject: Weeminuche

We are writing regarding hearing that Ordinance 2842 is not planning to be honored by the planning commission for Grand Junction.

Why is this issue raising it's ugly head again????????????? Please honor the original plan. Let us please keep the quality of life

promised us 20 years ago. The infrastructure cannot support the amount of traffic this will generate in this neighborhood. The

traffic from Holy Family School is a significant impact already. Is this about money (greed) ? Enough.

Thank You.

Bob & Judie Peach
2667 Catalina Drive
81506

Scott Peterson, Planning Director
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Peterson,

We are writing this letter to let you know of our concerns regarding the proposed Weeminuche subdivision on 26 1/2 Road. Per the meeting on March 26, 2018, everyone voted and agreed that the zoning should stay to the Sacamano Development Plan.

As such, the developer's last proposal of 303 houses on 150 + acres is way out of proportion for the current density of the infrastructure. The roads, at this time, are certainly not equipped to handle the enormous amount of traffic that will occur after the new subdivision is built. The city has stated that they are not going to put forth any money for new roads. That doesn't work for the people who live there. Also, for such a large dense neighborhood with its increased traffic, sidewalks should be put in for the protection of pedestrian's safety. As of this writing, no plans have been put forth. So even now, there is no edging along our roads for the walkers and bikers leaving them at the mercy of the cars. A high density neighborhoods would only exacerbate the problems. Safety is an issue that needs to be addressed.

After thinking more about it, there is also concerns about increased crime in such a densely proposed neighborhood. Will there be extra police protections? Furthermore, citizens moved into their present neighborhoods to enjoy space and country atmosphere. I believe it was mentioned that Dr. Sacamano had stated in his will and told the neighbors in the surrounding area that there would only be 2 houses per acre. The newly proposed development proposed plan was voted down by the City Counsel. The current zoning is null and void and reverts back to the Sacamano Development Plan. Why are we even starting the process all over again for the increased housing?

Yours truly,
Frustrated Concerned Citizens
Mike and Karen Bales
2664 Brush Court
balemk@charter.net

Scott Peterson

From: comdev
Sent: Monday, May 07, 2018 3:09 PM
To: Scott Peterson
Subject: FW: public input for May 8th planning meeting. Agenda item number 4. 26 Road LLC

Senta Costello
Associate Planner
City of Grand Junction
Community Development
970-244-1442
sentac@gjcity.org

From: Kennedy, Gar [mailto:Gar@abstracttitle.biz]
Sent: Monday, May 07, 2018 11:54 AM
To: Planning <planning@gjcity.org>
Subject: public input for May 8th planning meeting. Agenda item number 4. 26 Road LLC

Regarding agenda item:

4. 26 Road LLC Rezone FILE # RZN-2018-162

Consider a request to rezone 151.16 acres from PD (Planned Development) to R-2 (Residential - 2 du/ac) zone district.

I would like to record our support for granting rezone to R-2 to the subject property. There is a shortage of available properties to meet the current demand. Higher density within the city would allow for a better use of the property. Our community needs additional quality housing to retain our current citizens and attract new families to help build our economy. Higher density would allow for a greater number of units to be produced in the price ranges where the demand outpaces supply. Thanks for your consideration.

Sincerely,

Gar Kennedy

Please Note our NEW ADDRESS!!

Don't worry, Downtown parking is easy with the Passport Parking app!

Also visit <https://downtowngj.org/parking/> for a detailed colored map!

Gar Kennedy

Branch Manager

Colorado Title License #65200



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5/4/2018
James Manuel
2704 Cancun Ct.
Grand Junction, CO 81506

City of Grand Junction
Planning Department
250 N 5th Street
Grand Junction, CO 81501

Dear Mr. Scott Peterson,

I am writing in opposition to the proposed rezoning between 26 & 26 1/2 Roads south of H3/4 road.

I was in attendance in the public meeting a month ago and feel that the request to rezone 151 acres from planned development to R-2 is not appropriate for that parcel for several reasons. The proposed density exceeds that of the adjacent areas to the north, west and south. The proposed density will erode the level of service to the existing transportation system in the surrounding areas. Also the proposed density is not in accordance with the original intent of the original planned development.

Thank you for your consideration in taking this into account and not rezoning this as you proposed at the public hearing.

Best Regards,

James Manuel

Scott Peterson

From: Rene' Landry <nayz72@msn.com>
Sent: Monday, May 28, 2018 11:54 AM
To: Scott Peterson
Subject: Ordinance 2842

Let me preface this email by saying that it saddens me to have to write this letter asking our City Council members to HONOR the agreement made in 1995 regarding the planned development (PD) Ordinance 2842!

This ordinance was designed to maintain the quality of life for the neighboring residents surrounding this PD . We are fully aware that this land will be developed, but are not in agreement with the money grabbing developer who wishes to override the original agreement to gain a much larger profit to fill his pockets.

You, as our elected officials must represent the interests of your citizens, not a developer or realtors whose only interest is financial gain.

The infrastructure of the roads and overpasses in the area are not designed to handle the dramatic increase in traffic. 26, 26 1/2, and 27 roads are narrow and lacking in any type of sidewalks, walking or biking lane, thus requiring cars to slow way down to safely pass. The overpasses for I-70 are narrow as well. Needless to say, this is impacted ten-fold when Holy Family School is in session. The backup of traffic is ridiculous. WHAT PLANS are in place to deal with this impending issue?

Finally, I feel it is imperative that any members of the GJ City Counsel and /or their family members who stand to gain from this PD change i.e. builders, realtors, moving companies, etc. should immediately recuse themselves from voting on this item!

Honor the promise made, honor our neighborhoods and don't fall prey to the greed of the developer!

Rene' Landry

Scott Peterson

From: Marcia Lackey <pmlackey@live.com>
Sent: Monday, May 28, 2018 7:48 AM
To: Scott Peterson
Subject: proposed rezone of weimucho subdivision

Dear Scott:

As a resident in the rural area surrounding the proposed rezone of above subdivision, we wish to advise you to please reconsider it. The area is not suitable for that many houses and traffic could become congested. Please DO NOT ACCEPT this proposal. Marcia Lackey

Scott Peterson

From: Lise M MacGregor <liseham@juno.com>
Sent: Saturday, May 26, 2018 2:28 PM
To: Scott Peterson
Subject: 26 Road LLC Rezone

Mr Peterson:

In light of the Planning Commission recent vote to recommend approval for the subject rezone to R-2, after voting to recommend disapproval for a similar application with the same density just eight months ago, I feel compelled to respond. This is a petition to the City Council to consider a rezone to a lesser density, R-1 would seem appropriate, in order to allow for a development that would better support the Grand Junction Comprehensive Plan in general, and specifically Goal 7. A lesser density than R-2 would also allow for a development that would preserve the old growth cottonwood trees, which supports Goal 10 and the city's proud membership in Tree City USA.

Please include this correspondence in the agenda packet for the City Council meeting scheduled 6 June 2018.

Respectfully,

Hamilton MacGregor
837 26 Road

Scott Peterson

From: SB SB <oftheforest77@gmail.com>
Sent: Friday, May 25, 2018 7:09 AM
To: Scott Peterson
Subject: About Ordinance Rezoning 26 Road property

Dear Scott Peterson,

Regarding the following:

Quasijudicial ii. Introduction of an Ordinance Rezoning the 26 Road LLC Property from PD (Planned Development) to R2 (Residential, 2 du/ac), Located Between 26 Road and 26 1/2 Road, South of H 3/4 Road, and Set a Public Hearing for June 6, 2018.

We are strongly opposed to changing the zoning from PD to R2 for this property. This change would adversely, and to a great degree, impact the traffic, noise, and pastoral beauty that this neighborhood is known for, and why many of us chose to live here.

Thank you.

Sylvia & Victor Barton
891 Grand Vista Way
Grand Junction, CO 81506

Scott Peterson

From: Gail Shotsberger <gshotsberger@icloud.com>
Sent: Wednesday, May 23, 2018 9:52 AM
To: Belinda White
Cc: Scott Peterson
Subject: 26 1/2 Road Development Proposed Rezoning

To the City Council and Planning Commission for June 6 Meeting:

We continue to oppose the rezoning of the 26 1/2 Road Development site to add more building lots, which were not part of the original zoning plan.

The existing infrastructure and the rural nature of the area is not supportive of high density housing. Traffic is already a problem especially at the 26 1/2 and H Road intersection. The narrow roads with no shoulder make cycling and walking hazardous for both drivers and cyclists, walkers and joggers. Additionally, Summerhill will be adding 71 lots to that area in the near future which will feed more traffic to area roads.

Please consider the well being of existing residents in the area. We are not opposed to development. Grand Junction is growing and development is inevitable, but it must be smart development that complements the area.

Thank you for your considering our concerns.

Gene and Gail Shotsberger
2671 Brush Court

GRAND JUNCTION PLANNING COMMISSION
May 8, 2018 MINUTES
6:00 p.m. to 9:44 p.m.

26 Road LLC Rezone

FILE # RZN-2018-162

Consider a request to rezone 151.16 acres from PD (Planned Development) to R-2 (Residential - 2 du/ac) zone district.

Action: Recommendation to City Council

Applicant: 26 Road LLC
Location: Between 26 & 26 1/2 Roads, south of H 3/4 Road
Staff Presentation: Scott Peterson

Commissioner Teske stated that his law firm has been involved with this project therefore he will recuse himself from this item. Commissioner Teske then left the room.

Chairman Reece asked the applicants to introduce themselves.

Mike Russell, 200 Grand Ave, stated the is an attorney with Hoskin, Farina and Kampf and he will represent the applicants. Robert Jones II, Vortex Engineering, 2394 Patterson Rd. Suite 201 stated he was also here to represent the applicants.

The property is 151.18 acres in size, currently vacant, located between 26 Road and 26 1/2 Road, south of H 3/4 Road and north of H Road. Freedom Heights Subdivision is located to the south and the Summer Hill Subdivision is located further to the east.

Chairman Reece asked if there was required public notice given for the item. Scott Peterson (Senior Planner) responded that notice was provided in accordance with the Zoning and Development Code.

Staff Presentation

Scott Peterson (Senior Planner) stated that there were five exhibits entered into the record for this item.

- 1) Application provided by applicant dated March 19, 2018
- 2) Staff report dated May 8, 2018
- 3) Public correspondence received April 30, 2018
- 4) Letter to City Attorney from the law firm of Wagner, Scarborough, Younge and Hocksmith LLP dated April 30, 2018
- 5) Ordinance #4174 dated 2008
- 6) PowerPoint presentation May 8, 2018
- 7) Additional public correspondence, two additional letters received May 8, 2018
- 8) Ordinance #2842 dated 1995
- 9) Saccomanno Girls Trust Agreement

The last three exhibits were email late in the afternoon on May, 8th 2018. Ms. Allan distributed hard copies to the Commissioners.

Chairman Reece asked if there was interest to enter these into the record. Commissioner Wade requested a five-minute recess to read them over. Chairman Reece called for a recess.

After a short recess, Chairman Reece called the meeting back to order.

MOTION: (Commissioner Wade) “Madam Chairman, I move we to add the additional exhibits to the information we have in front of us for consideration.”

Commissioner Ehlers seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

Mr. Peterson began his presentation by showing a PowerPoint slide of the site location map and stated that the property is 151.18 acres in size, currently vacant, located between 26 Road and 26 1/2 Road, south of H 3/4 Road and north of H Road. Freedom Heights Subdivision is located to the south and the Summer Hill Subdivision is located further to the east.

The next slide shown was of the existing zoning map of the area. The property is currently zoned PD (Planned Development). A previously approved (2008) plan for the property, for a 362-dwelling unit/lot project has lapsed. In May 2017, the owner applied for a Planned Development zone district with a default zone of R-2 (Residential – 2 du/ac) proposing 303 lots or 2.00 dwelling units per acre; however on September 26, 2017, the Planning Commission recommended denial of that application. Mr. Peterson added that the request was ultimately withdrawn by the Applicant prior to City Council review and decision.

Mr. Peterson stated that the Property was annexed in 1995 by City Ordinance 2842 with a Planned Residential-2 zoning but without a specific plan; instead the property was generally planned to locate higher density toward the eastern edge and lower density toward the western edge of the Property.

Mr. Peterson explained that the 1995 annexation and zoning agreement (with the Saccomanno Girls Trust) was not a development agreement; it did not dictate specific bulk standards; neither did it require a specific effective density for the development of the property nor did it obligate the development of the property in any manner (other than as Planned Residential with an approximate density of 2 du/ac.). The agreement was simply for zoning which existed on the property for over 12 years. Neither the annexation agreement nor Ordinance 2842 restricted the City Council or the property owner from rezoning the property at a later date.

Mr. Peterson added that in 2008 a preliminary development plan amending the PR-2

zoning was approved by Ordinance 4174. After extensive staff review, the City found that the development plan complied with the applicable density restrictions because the applicant applied under Section 3.6 of the Zoning and Development Code at the time for a 20% density bonus and because the plan proposed clustered development within an R-4 default zone district. The approved density of the 2008 plan was 2.39 du/ac.

Mr. Peterson expounded that after the 2008 approval of Ordinance 4174, the project has been dormant and has now lapsed according to Section 21.02.150(f) of the Code. Because of the lapse of the 2008 PD and the fact that the 1995 PR-2 had no specifically defined development requirements or characteristics, the property presently exists as a “planned zone without a plan” and must be zoned as determined by the governing body, to conform to the Comprehensive Plan and current standards of the Code.

Mr. Peterson informed the Commission that the current request to rezone to R-2 is consistent with the Comprehensive Plan Future Land Use designation of Residential Medium Low (2 - 4 du/ac). Although not required, the rezone is also consistent with the 1995 annexation. The requested zone of R-2, has no minimum density and allows up to a maximum density of 2 dwelling units per acre. The R-2 zone district allows for detached single-family, two-family dwellings as well as civic land uses. The request at this time is only for zoning and is not requesting a review of a specific subdivision plan, lot layout, lot size or other subdivision design characteristics, which if the zoning is approved would be in accordance with the Code. The requested density of R-2 is at the lower range of that prescribed by the Comprehensive Plan.

The next slide displayed was a Google Map Image of Site and the Surrounding Area to give a perspective of the existing development within the area. Mr. Peterson explained that other developments in the area include the Summer Hill Subdivision that exists further to the east but has been developing since approval in 1999 and has added additional filings in 2015 and 2016 at a density of 2.20 dwelling units to the acre overall for the subdivision. Grand Vista Subdivision to the east was developed in 2002 and has an overall residential density of 2.90 dwelling units to the acre. The Paradise Hills Subdivision directly abutting the property was developed in the 1970s to the east, is zoned R-4 and developed at a density consistent with its zoning of over 2 dwelling units an acre. Garfield Estates further to the northeast is at density of 2.97 dwelling units an acre.

The next slide displayed was of the Comprehensive Plan Future Land Use Map. Mr. Peterson stated that adjacent properties to the north and west are not in the City limits and are also located outside of the Persigo 201 sewer boundary as well as outside of the adopted Urban Growth Boundary. The properties are zoned County AFT (Agricultural, Forestry & Transitional) that allows up 1 dwelling unit per 5 to 35 acres, RSF-E (Residential Single Family – Estate) that allows up to 1 dwelling unit per 1 to 3 acres and PUD (Planned Unit Development) that have been developed at densities ranging from 1 dwelling unit per 4 acres. Properties to the south and east are inside the City limits and zoned R-1 (Residential – 1 du/ac), R-4 (Residential – 4 du/ac) and R-5 (Residential – 5 du/ac). Also to the east is a 27.46-acre property that is located in the

County and zoned RSF-R (Residential Single Family – Rural).

Mr. Peterson stated that the applicant is only requesting to rezone the property to two (2) dwelling units per acre from a planned zone for the same or similar density, which is at the lowest range for the allowable density as identified with the Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac).

Mr. Peterson stated that pursuant to Section 21.02.140 (a) of the Zoning and Development Code, requests for a Rezone shall demonstrate conformance with the following criteria:

1. Subsequent events have invalidated the original premises and findings; and/or
2. The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
3. Public and community facilities are adequate to serve the type and scope of land use proposed; and/or
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
5. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

City Staff has found the following 3 of the 5 review criteria to have been met:

Criteria #3 Ute Water is located within the 26, 26 ½ and H ¾ Road rights-of-way and City sanitary sewer is presently stubbed to the property from the adjacent Freedom Heights Subdivision to the south. The property can also be served by Grand Valley Power (electric) and Xcel Energy (natural gas).

Regarding Transportation: Both the City and County, through the adoption of the Comprehensive Plan, have planned for this property to develop as a residential subdivision with a density ranging between two (2) and four (4) dwelling units per acre. This planned development will impact roadways and specific intersections in the area; however, the City has planned for these impacts and has several policy documents including the City's 5-year CIP (Capital Improvements Plan), Urban Trails Master Plan, and 2040 Regional Transportation Plan that have recognized the need for both vehicular and active transportation improvements in the area with or without development of the property.

The City's Transportation Capacity Payment (TCP) ordinance provides, that a developer does not have direct obligations, other than payment of TCP fees, to improve any portion of the major roadway system. The Applicant will pay all owed TCP fees and the city has already begun planning additional safety and capacity improvements to roadways in the area.

However, fire and emergency medical facilities in this area are not currently meeting City targeted response times and as such, the City is currently in the planning stage to develop a temporary ambulance station followed by a permanent facility in the nearby

area. As estimated by the Grand Junction Fire Department, residential development of this property will have little impact on current and future call volume for emergency response and service. St. Mary's Hospital is located a little over two miles directly to the south on 26 ½ Road.

The property is also near commercial centers and services. The Horizon Drive commercial center includes general offices, grocery store, banks, restaurants, convenience stores and car wash, etc. is located 2 miles from the property. Therefore, staff finds the public and community facilities regarding utilities and access to services are or will be adequate to serve the type and scope for the future residential land use.

Criteria #4. The property is a large undeveloped parcel that is adjacent to all existing utility infrastructure and is ready for development. Because of the lapse of the 2008 ODP, the request to rezone the property is necessary for development. Presently, the R-2 zone district only comprises 5% or 1,102 acres. of the total 22,039 acres within the City limits. There is also limited R-2 zoning within this area of the community.

Criteria #5 The community will derive benefits from rezoning the property; rezoning the property will allow development in accordance with the City/County adopted Comprehensive Plan; as the R-2 designation implements the Residential Medium Low (2 – 4 du/ac) category and is viewed by staff as compatible with existing zoning and densities in the area.

Staff recommends approval of the request for 26 Road LLC Rezone finding that:

After reviewing the 26 Road, LLC Rezone, a request to rezone from PD (Planned Development) to R-2 (Residential - 2 du/acre) for 151.18 acres, located between 26 Road and 26 1/2 Road, south of H 3/4 Road, the following findings of fact have been made:

- The requested Rezone is consistent with the goals and policies of the Comprehensive Plan.
- More than one of the applicable review criteria in Section 21.02.140 of the Grand Junction Municipal Code have been met.

Mr. Peterson stated that a Neighborhood Meeting regarding the proposed Rezone was held on March 26, 2018. The Applicant's representative and City Planning staff were in attendance along with over 75 interested citizens. Comments and concerns expressed by the attendees at the meeting included the proposed density for the rezone, the Saccomanno Girls Trust Agreement, and increased traffic on existing road networks and capacity. City staff has received written comments on the proposed rezone, which were attached to the Staff Report.

Questions for Staff

Chairman Reece asked what the future transportation plans are to accommodate the future development in this area and how soon will upgrades be made. Mr. Peterson deferred the question to Trent Prall, Public Works Director. Mr. Prall displayed a slide of an aerial photo of the area and the various future transportation improvements

highlighted. Mr. Prall explained that for the most part, as a community develops there is curb, gutter, sidewalk added to each lot at time of development. The corridor along G Rd. and H Rd, between 26, 26 ½, and 27 Rd., most of the urban infrastructure is to the south. Mr. Prall stated they plan to address transportation needs as they arise. Mr. Prall stated that with or without this development, they are proposing improvements along the G Rd. corridor. It is anticipated that H Rd. may get as busy in the next 15 to 20 years.

Mr. Prall reported that there are roundabouts on G Rd. at 24 1/2 and 25 Rds. There are improvements proposed for 2020 to the intersection of G Rd. and 24 Rd., mainly due to Community Hospital going in to the west. At 26 Rd. and 26 ½ Rd. there are roundabouts proposed in the Capital Improvement Program for 2021 and 2022 regardless if this development goes in. Mr. Prall stated that when they do overlays, they try to push out the footprint to make a bike lane until they can create a more permanent solution.

Chairman Reece asked if the City or the developers pays for the curb, gutter, sidewalks. Mr. Prall explained that as new lots are sold, they pay a Transportation Impact Fee. Those fees are used to enhance transportation capacity throughout the community.

Ms. Allan added that the Growth Management and Streets Policy obligates the City to make those streets, gutter, sidewalk improvements when those roads are shown on the circulation plan and not a local street.

Commissioner Wade asked Mr. Prall to confirm that the money collected from the TCP fee does not necessarily go to the project that is being developed and that it goes into a general transportation fund that can be used to make improvements community wide. Mr. Prall confirmed that he was correct.

Commission Ehlert asked if the Master Plan influences how the City plans or budgets for the following; infrastructure capacity and budgets such as sewer, water and traffic. Mr. Prall answered that they do look to the Master Plans to identify the assumptions that were made and how they can accommodate. There is a 2040 Regional Transportation Plan that identifies key corridors throughout the community.

Commission Ehlert asked if Emergency Services are under Public Works as far as where they put their stations etc. Mr. Prall informed the Commission that they help calculate response times, however they use consultants to identify where to place stations and then the Public Works Dept. is involved in the construction and site development.

Commission Ehlert asked if the Future Land Use Map and Comprehensive Plans are used to identify, and plan for, where schools may be located. Ms. Allan responded that the City's role is collect a School Impact Fee for new development on behalf of the school district so that they can plan for future school sites.

Commission Ehlert asked if the Master Plan is used to address urban sprawl and the agricultural impact it can have to the valley. Ms. Allen responded that the City's

Comprehensive Plan, that the County also adopted, identifies a suitable urban development boundary and part of that is to assign appropriate densities that accommodate growth they anticipate.

Chairman Reece asked where the G Rd. improvements fall on the list of needed transportation improvements. Mr. Prall stated that they have a balanced budget for the next five years in terms of anticipated expenses against the revenue they anticipate from TCP fees and the $\frac{3}{4}$ percent sales tax. Mr. Prall reported that the improvements to G Rd. and 24, 26 and 26 $\frac{1}{2}$ Rds. are scheduled in those next five years.

Commissioner Wade asked Mr. Prall to explain the 26 $\frac{1}{2}$ Rd and H Rd. notation that was presented on the slide. Mr. Prall explained that under the premise of the proposed density, about 300 homes, the number of trips in the PM peak hour will increase by 178 or 29%. Currently it is estimated that there are 600 PM peak hour trips at that intersection.

Commissioner Wade asked if the intersections of H and 26 Rd. 26 $\frac{1}{2}$ Rd. and 27 Rd. were outside of the five-year plan. Mr. Prall stated that those improvements were out to about 2025 or beyond. Ms. Allan added that the slide illustrates what the maximum buildout would be with the R2 zoning. Ms. Alan stated that the rezone is being considered, however there is not a development proposal submitted at this time.

Applicants Presentation

Mr. Russell stated that after considering the comments made, he hears the neighbors asking "why are we doing this again, we thought we resolved all this". Mr. Russell explained there was a unique set of circumstances at the time of annexation in 1995 in that the property received a customized designation, not a zone district. The code requires that there is a zone district attached. The property had a PR with a RSF-2 equivalency. Nobody ever adopted or developed under that plan. The applicants bought the property in 2005 and in 2008 they sought an amendment and got approved. The new zoning was a PD that got approved for 302 units with an R-4 default. When that plan lapsed, the property was left without a zone. The owner has a right to have a zone and some predictability, but as of now, they could not develop or sell the property without a zone district assigned. Mr. Russell stated it is not relevant to ask about the impact of a certain amount of homes on that property, because they are only considering the rezone at this time.

Mr. Jones requested to enter his PowerPoint into the record. Chairman Reece asked the Commissioners if they wish to enter the presentation as exhibit #10.

MOTION: (Commissioner Wade) "Madam Chairman, I move we accept the PowerPoint into the record".

Commissioner Rusche seconded the motion. A vote was called and the motion passed by a vote of 5-1.

Mr. Jones stated that they are only going to address the rezoning criteria in the Zoning and Development Code. Questions related to the future development site will be addressed through a separate application as is required by the Zoning and Development Code.

Mr. Jones stated that the applicant is requesting a rezone as the property currently has no zoning. The property presently exists as a planned zone without zoning and it needs to obtain a zoning designation to conform to the Comprehensive Plan and the Zoning and Development Code.

Mr. Jones cautioned the Commission that they will hear comments considering a plan, when the item requested is to rezone only at this time and not a development plan. The Comprehensive Plans Future Land Use Map designates this property as Residential Medium-Low (2-4 units/acre). Mr. Jones noted that a "Neighborhood Center" is anticipated around the intersection of H and 26 ½ which is south of the subject property. Neighborhood Centers are defined as areas with convenient access to goods and services, while reducing the need for cross-city traffic.

Mr. Jones explained that the properties to the north and west of the subject property are outside the 201 Persigo Sewer Service Area and are not expected to be developed at urban densities or with urban services such as sewer. The properties to the east are developed with urban standards. The rezone request is to be able to provide housing between these two areas with densities at the low end of the range.

Mr. Jones pointed out that a straight rezone provides more predictable development than a planned development that can have deviations from bulk standards. Mr. Jones stated that request to rezone meets a number of the goals and policies of the Comprehensive Plan. Mr. Jones showed several slides regarding the approval criteria and explained how the criteria has been met. Mr. Jones stated that there is an inadequate supply of suitably zoned land for home construction within a mile of the property, particularly near an area that is identified for a neighborhood center.

Chairman Reece called for a five-minute recess before the public comment portion of this item. A break was taken and Chairman Reece reconvened the meeting and went over a few rules for public comment.

Public Comment

Bill Scott, 823 26 Rd., stated he has been living there since the time of the Saccomanno compromise and as far as he is concerned, it is still in effect. Mr. Scott thanked the Commissioners for their volunteer service to the community. Mr. Scott wanted to remind the Commission that they voted against 310 houses a couple of months ago. Mr. Scott stated that the Saccomanno Ordinance was a huge undertaking, very complicated with much discussion among all the parties. They came to a compromise that feathered the development with less density to the west and more density to the east with a total of about 210 houses.

Jacqueline Anderson, 206 Liberty Ln. (Freedom Heights) stated that she lives south of the sight. Ms. Anderson stated that she does not have the history that her neighbors bring since she had been gone for 30 years. Ms. Anderson stated that Freedom Heights is zoned R-1 and she does not see why the only options is an R-2 to R-4 range. Ms. Anderson stated that although only the rezone is being considered, the result can effect what can be allowed for development. Ms. Anderson would like to see the property rezoned to R-1.

Rich Warren, 2622 H Rd., stated he lives below the development plan. Mr. Warren showed a slide of the previous plan that had been presented. Mr. Warren felt the proposed development was a sore thumb in a predominately agricultural area. Commissioner Ehlers stated that they are not looking at a development plan and requested that he keep his comments to the overall density of the area that is under review. Mr. Warren stated that he was presenting the previous plan, the least egregious of three previous plans, for comparison purposes. Mr. Warren felt the ordinance is clear and still stands.

Lois Dunn, 2680 Capra Way, commended the Commission on sticking to the code when reviewing the Tiara Rado rezone. She stated that she has seen Summerhill build out and there was no outcry with the additional phases as it was well planned and she would like to see that replicated here. Ms. Dunn stated she had gone to many of the Comp Plan meetings and the only consensus at the time was that development should only occur north of the interstate and east of 29 Rd. Ms. Dunn believes that no owner of a property owes it to the community to provide open space and supports development at an R-2 density so that this property owner can move forward.

Mike Stahl, 2599 Kayden Ct. stated that he feels this is a back door approach to get what they didn't get last time with the planned development. Mr. Stahl stated that one of their biggest concerns is that once the property is zoned R2, the site plan is administrative and does not come back before the Planning Commission. Mr. Stahl would like them to look at R-1 zoning and feels the R-2 is not compatible. What he hears is that there are no significant transportation improvements scheduled in the next 10 years' capital plan for significant improvements in the immediate area. Mr. Stahl stated that St. Mary's appears to be better neighbors than this neighborhood process has been. They have not met with the owner and were not given an opportunity for compromise.

Virginia Brown, stated that she grew up in Grand Junction and requests that they honor the right of private property ownership and the dream of affordable home ownership. Ms. Brown noted the lack of first-time or starter homes available and supports the rezone to residential medium low density.

Sandra Nesbitt, 2616 H Rd. stated that she and her neighbors along Leach Creek are concerned about the density proposed for this property that is to the north of them.

Donna Marie, 2616 H $\frac{3}{4}$ Rd., stated she would like to see the property zoned RSF-R

farming/agriculture but she doubts that is going to happen. Ms. Donna Marie stated that if there are 300 homes and each home has three drivers and three cars, it will add 900 cars to the two-lane rural roads. Ms. Donna Marie expressed her concern for biker and pedestrian safety. Ms. Donna Marie added that people are coming here from California and Denver to escape high densities so she doesn't understand why we would create the same thing they are leaving. She also added that property values will decline.

Lynn Wilson stated that she and her husband are in the process of building a home at 2694 Amber Spring Ct. in Summerhill. Ms. Wilson stated their biggest concerns are traffic and infrastructure. Ms. Wilson stated she heard tonight that the planned improvements were focused on the G Rd. corridor and they have more concerns regarding the H Rd. and 26 and 26 ½ Rd. area. Ms. Wilson stated that the H Rd corridor improvements were not in the five-year plan as they are in a plan that is 7 to 10 years out. She wanted to know if those plans were funded or budgeted.

Regarding Mr. Russell's comments that this request is for rezoning only and that there is no plan, Ms. Wilson stated she was sent a copy of a proposed development plan several months ago by Mr. Peterson and there was no open space. Ms. Wilson stated that she was later told the plan had been withdrawn by the developer. Ms. Wilson stated that the citizens and the Planning Commissioners will not be able to see the plan when it is submitted as it is approved administratively and she does not think that is right.

Ms. Wilson would like to know the dollar fee for the TCP fees and the last time the rates were reviewed. Ms. Wilson would like to know if the TCP fees paid in connection with the development are actually used for improvements in that development.

Robert Foster, 925 25 ¾ Rd. stated he lives northwest of this area and was unable to attend the neighborhood meeting. Mr. Foster hoped the Comprehensive Plan is flexible. Mr. Foster stated the areas to the west and north are much larger, and the development to the South is R-1. Mr. Foster would like to see R-1 zoning at the most.

Joe Breman, 2611 Vista Way, stated he live north of the development. Mr. Breman stated that this development has been discussed for 20 years. Mr. Breman wanted to point out that there are wetlands in this area, so the density will be even more intense. Mr. Breman pointed out that many of the bike races held in the valley go right by this area. Mr. Breman recognizes that this area will be developed, but he feels the Saccomanno Agreement should be upheld.

June Colosimo, 2618 H Rd. questioned if Grand Junction needs all these houses. Ms. Colosimo stated this used to be a horse-riding area. This land should be regarded as a prime location for open space. Ms. Colosimo is concerned about business in the area closing and at the same time, we are building houses.

Jan Warren, 2622 H Rd., stated that in the beginning there were three parties; Dr. Saccomanno, the City and the community. They spent a lot of time and created a good agreement. Ms. Warren stated that Dr. Saccomanno received his benefit from the deal,

the City received theirs, and the surrounding community has not benefited. Ms. Warren stated that if the rezone goes through, it will rescind the 1995 ordinance and their protection will be gone. Ms. Warren added that the developer wants to build more houses than what he bought the property for. Ms. Warren noted that at the meeting in November, the developer's representative stated that they need to build more houses to make enough money to provide infrastructure. Ms. Warren believes the developer knew what they were getting into when they bought the property and she does not support the rezone.

Craig Robillard, 848 Summer Sage Ct., asked the Commissioners if they have received enough information to support the claims that the criteria have been met. In addition, Mr. Robillard stated that there seems to be confusion of whether the 1995 ordinance is in effect and asked the Commission if they have asked the City Attorney about it. Mr. Robillard asked if the Commission has asked if there were alternative zoning available and why or why not those were picked. Mr. Robillard asked how the TCP fees can come close to addressing the infrastructure needs in the area.

Sandy Ramunno, 867 26 Rd. stated that she hears that the only choice for rezoning is to rezone to R2-R4, but she is not sure that is true. Ms. Ramunno stated that the surrounding properties are concerned about absorbing this much density, the infrastructure needs generated from the development, and their how this effects their property values. Ms. Ramunno stated they have the spirit of compromise, however, the compromise should be meeting somewhere in the middle. Ms. Ramunno urged the Commissioners to step back from the Comprehensive Plan and recognize the rural nature of the existing developments. Ms. Ramunno pointed out that when the road improvements are made and the road is widened, several properties along the corridor will have their properties decline in value and their quality of life will decrease.

Linda Afman, 636 Horizon Dr. stated she is a real estate broker and she is acquainted with the applicant. Ms. Afman stated she feels the applicant does a fine job, the developments she has been involved with turned out beautiful and her clients who have bought this developers product, have been happy with it.

Ms. Afman stated she was on City Council in 1995 and remembers Dr. Saccomanno had a heart for Grand Junction. At the time, they did not go into zoning, but they thought the maximum would R-4 going down to R-2 with limitations that there is some land that is not buildable.

Ms. Afman stated that according to the MLS (realtor) system, dating from Jan. 2018 to today, there were 1800 properties available and to date, they have sold 1,245. Ms. Afman pointed out that building permits have risen 66% over last year which speaks to a tremendous need for housing, and she is in favor of the R-2 zone request.

Kristin Heumann, 809 Freedom Way, stated that the one acre lots were well received at a meeting. Ms. Heumann asked about CDOT's bridges that probably need to be repaired.

Applicants Rebuttal

Mr. Russell stated that the land owner would like to be able to develop at a medium to low density or sell to another developer. Mr. Russell stated that this property has always been envisioned for R-2 zoning. Mr. Russell pointed out that even if the Saccomanno agreement was still valid, the 210 homes proposed with that would still fit the R2 zoning. Mr. Russell stated that how many lots eventually get proposed is not under review, and that the R2 zoning supported by the Plans and is appropriate for this property.

Questions for Staff

Commissioner Ehlers stated he was not sure if the Saccomanno Girls Trust Agreement is the prevailing document or not, but when he reads the Ordinance #2842 dated 1995, the property was zoned PR with a density equivalent of R2, or 2 units/acre. Mr. Peterson stated that was correct.

Commissioner Deppe asked if there was a public hearing when they begin to do the development. Mr. Peterson confirmed that if they were to get rezoned and eventually move forward with a subdivision, it would be an administrative review. Mr. Peterson explained that it would not go back to Planning Commission or City Council but that surrounding property owners would be notified that there was an application submitted and they could go to Community Development and look at the plan. If the neighbors wanted to object, they could go through an appeal process.

Commissioner Ehlers asked if the public has the opportunity to review the plan and provide comments to staff. Mr. Peterson stated that he was correct and in addition, the applicant would have to have a neighborhood meeting before a formal submittal to the City as well.

Commissioner Wade asked Ms. Allan to explain the appeal process for the benefit of the crowd. Ms. Allan explained that the subdivision process starts with a required neighborhood meeting before the project is submitted. In addition, the public has the opportunity to comment and the comments are considered during the review process. If the project was to get approval, the appeal process is limited to the criteria and a specific set of findings and the appeal would go before City Council.

Chairman Reece asked if there is an appeal, are the applicants limited to the information on record therefore, no new additional information can be considered. Ms. Alan replied that the record is the application, the staff report, the review and correspondence etc. The applicant is appealing the decision that was made regarding the information on record, and this is heard by the City Council.

Noting that the project is on the edge of the 201 Persigo Boundary, Commissioner Rusche asked Mr. Peterson to clarify for everyone, what the 201 Persigo Boundary is. Mr. Peterson stated that the 201 Persigo Boundary, also known as the Urban Development Boundary, indicates the agreed upon service area of the Persigo Wastewater Treatment Plant. Everyone to the west would have to develop with septic,

thus needed larger lots. Commissioner Rusche asked if the sewer service is gauged on potential build-out, has it been oversized if the land develops with less density.

Mr. Prall stated with regards to unrecovered investment, although the infrastructure is sized based on the Comprehensive Plan, this site is small in comparison to the big picture and would not be a concern if they were to develop at R-2 or R-4. Mr. Prall stated that for the most part, the sewer capacity is in great shape.

Commissioners Discussion

Commissioner Ehlers stated that he feels this proposal meets the current Comp Plan, the density of the 1995 Saccomanno Annexation Agreement, and he feels there has been sufficient information to access compliance to the approval criteria for the proposed rezone. Commissioner Ehlers stated that he looks at the community as a whole. He acknowledged that we know growth is coming, we have to anticipate a certain amount of growth, and we can't close the gates. Commissioner Ehlers stated we know there is a limit for urban growth and we set them with our 201 Persigo Boundary to discourage sprawl. Commissioner Ehlers stated that his generation is looking 30 or 40 years out. Commissioner Ehlers recapped that he will be in favor of the rezone as he feels it meets the criteria.

Commissioner Wade reminded the public that the Commissioners have a charge to look at the criteria and the code and see if a proposal complies. Although uncomfortable at times, Commissioner Wade stated that they cannot decide on a proposal for emotional reasons. Commissioner Wade stated that the proposal has to meet the Comprehensive Plan and at least one of the five criteria which he is confident it does.

Commissioner Wade reported that he did ask the City Attorney if the subsequent zoning invalidated the original Saccomanno Agreement and they said it did. Commissioner Wade stated that the requested rezone density is actually the same density that the Saccomanno Agreement sought.

Commissioner Wade reminded the public that the City Council will consider the information from the Planning Commission meeting and have two readings of the proposed ordinance and consider public testimony before making the final decision. Commissioner Wade stated that after considering all the findings and facts, he will be voting in favor the rezone.

Commissioner Rusche stated that his decision is based on consistency with the Comprehensive Plan, consistency with an Agreement that was made over two decades ago and having sufficient information to be able to proceed. In addition, Commissioner Rusche pointed out that the developments to the east and south had at one time, leapfrogged over other developments and have developed at over 2 u/ac. Commissioner Rusche noted that the developments to the west and north are in a different situation in that they are not in the Urban Growth Boundary.

Commissioner Rusche acknowledged that change is difficult, but that the property

needs a zone so that everyone knows the density to expect and he will be voting in favor of the rezone.

Commissioner Tolle agreed that growth is inevitable. Commissioner Tolle finds that all information points to the fact that the plan should be looked at again. Commissioner Tolle stated that he does not like the attitude of approving plans and make it work later. Commissioner Tolle stated that safety should never be compromised. Commissioner Tolle stated that he will vote against the rezone.

Commissioner Deppe acknowledged that they are bound to a set of review criteria and the Code. Commissioner Deppe urged the public to stay involved if there is a development plan submitted. Commissioner Deppe reiterated that since they are bound by a set of review criteria for which this proposal meets, she feels no choice other than to vote in favor.

MOTION: (Commissioner Rusche) “Madam Chairman, on the request to Rezone the 26 Road LLC property as presented in City file #RZN-2018-162, I move that the Planning Commission forward a recommendation of approval for a Rezone from PD (Planned Development) to R-2 (Residential - 2 du/acre) for 151.18 acres, located between 26 Road and 26 1/2 Road, south of H 3/4 Road and north of H Road with the findings of fact as listed in the staff report.”

Commissioner Wade seconded the motion. A vote was called and the motion passed by a vote of 5-1.

SGT94SAC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: SACCOMANNO GIRLS TRUST

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 26 TO 26 1/2
ROAD, H 1/2 TO H 3/4 ROAD ANNEXATION AGREEMENT

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SACCOMANNO GIRLS TRUST
ANNEXATION AGREEMENT1693396 03:37 PM 08/26/94
MONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT is made and entered into this 19th day of August, 1994, by and between Saccomanno Girls Trust, 860 26 $\frac{1}{2}$ Road, Grand Junction, CO, 81506 ("Developer"), and the City of Grand Junction, a municipal corporation, State of Colorado, 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as "CITY".

In consideration of the mutual obligations, benefits, duties and promises the parties hereto agree as follows:

1. Developer represents that it is the owner of the property described below (the "Property") and that it has the authority to enter into this agreement on the terms and conditions set forth. If Developer needs to obtain the consent or agreement of another party or parties in order to effectuate this agreement, Developer agrees to do so.

The legal description of the Property is:

The following described real property situate in the West Half of Section 26, Township 1 North Range 1 West of the Ute Meridian, County of Mesa, State of Colorado:

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), and the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), EXCEPTING THEREFROM the North 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), AND ALSO EXCEPT the East 30 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), AND ALSO EXCEPT the East 30 feet of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), AND ALSO EXCEPT the East 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), AND ALSO EXCEPT the following described real property: Beginning at a point which bears N 89°52' W a distance of 188 feet from the Northeast Corner of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section 26, thence N 89°52' W a distance of 1043.6 feet, thence South a distance of 248.7 feet, thence S 89°52' E a distance of 1043.6 feet, thence North a distance of 248.7 feet to the Point of Beginning.

City has agreed to consider annexing the Property into the City. The timing of the City's actions to annex the Property is solely as determined by the City. If the City determines to annex all or a portion of the Property, the City may do so in

conjunction with other properties in the area in order that the City may maximize the extent of territory annexed. The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portions of tracts and parcels even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

3. This agreement may be recorded with the Clerk and Recorder in Mesa County, Colorado, and if recorded shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

4. Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment or collection by City of any fee or charge which is of uniform or general application, or necessary for the protection or promotion of the public health or welfare.

5. If any annexation of the property or any portion thereof is challenged by a referendum or an initiative, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the election. If the final judgment of a court of competent jurisdiction orders the disconnection of all or any portion of the property from the City, then, at the election of the City, this Agreement and all provisions contained herein shall be null and void and of no further effect. If such final judgment does not require the disconnection of all or a portion of the Property from the City, then Developer and City shall continue to be bound by all the terms and provisions of this Agreement.

6. In the event that any annexation of the property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative election), Developer shall cooperate, if requested by the City, to cure the legal defect which resulted in disconnection of the property, and upon such cure this Agreement shall be deemed to be, in part, an agreement to annex the property to City pursuant to § 31-12-121, C.R.S. and the terms of this agreement shall be binding on the parties. Developer shall reapply for annexation, or the City may sign, as Developer's attorney-in-fact, a petition to annex, when the property becomes eligible for annexation as determined by City.

7. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the

State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held illegal or invalid.

8. Except as otherwise stated herein, no right or remedy of disconnection of the described property from the City shall accrue from this agreement, other than that provided by § 31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at Developer's request, this agreement shall be void and of no further force and effect as to any portion of the Property, and any zoning which has been applied to the Property shall revert to the zoning which applied prior to annexation to the City.

9. The Developer has proposed that the City adopt, in accordance with the provisions of the Zoning and Development Code of the City, zoning which results in a density of not more than two units per acre for the Property. The Developer may request such zoning at the discretion of the Developer. If the City Council does not adopt zoning for the Property substantially as provided herein, this agreement may be terminated at the option of the Developer if Developer gives written notice of such termination within 30 calendar days of the Council's adoption of a zoning which is substantially different for the Property and the Council does not, within said thirty day period, adopt or re-adopt zoning substantially as provided herein.

10. Developer shall, contemporaneously herewith, execute a power of attorney for the purpose of annexing the Property to the City which shall terminate upon termination of this Agreement. A copy of the power of attorney is attached hereto and labelled Exhibit "Saccomanno Girls Trust Power of Attorney." At such times as the City deems necessary, Developer agrees to take such other steps and to execute such other documents as may be required by the City in order to accomplish the annexation to the City of the Property. The City may annex all or a portion of the Property in conjunction with other properties so as to maximize the annexation efforts of the City, as determined by the City.

11. This agreement shall bind the signatory parties and their respective heirs, successors and assigns.

12. The Developer's remedies, upon non-performance by the City pursuant to this Agreement, are limited to the following: the developer shall give notice of default to the City Manager specifying the action giving cause to said default. The City shall have 30 days from its receipt of said notice to correct the alleged default. Upon the correction of said default within the 30 days period the agreement shall be restored and all terms and conditions will be in full force and effect.

In the event a default is not timely corrected, the Developer has the right to sue for specific performance, however, in no event shall the City be liable for any damages whether indirect, special or consequential. Each party agrees to pay its own attorney's fees in such event, unless otherwise provided by law.

13. This agreement constitutes the entire agreement of the parties and supersedes any prior discussions, agreements or negotiations.

14. Notice pursuant to this agreement shall be given by certified mail to the address listed above the signature lines or to such other address as a party may hereafter designate by certified mail.



Stephanie Nye

Stephanie Nye
City Clerk

City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501

By: Mark K. Achen

Mark K. Achen
City Manager

Attest:

SACCOMANNO GIRLS TRUST
860 26½ Road
Grand Junction, CO
81506

By: Carol Ann Murphy
Carol Ann Murphy

Lenna Marie Watson
Lenna Marie Watson

Linda Marie Siedow
Linda Marie Siedow

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE No. 2842

Ordinance Zoning the Pomona Park Annexation

Recitals.

The following properties have been annexed to the City of Grand Junction as the Pomona Park Annexation and require a City zoning designation be applied to the properties.

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 following zone of annexation.

The City Council finds that the requested zoning is in conformance with the stated criteria of section 4-4-4 and section 4-11 of the Grand Junction Zoning and Development Code.

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

The following described properties be zoned as follows:

The following properties are zoned PR 12:

LOT 36 OF POMONA PARK, LOCATED IN SECTION 33, T1N, R1W OF THE UTE MERIDIAN

The following properties are zoned PR 7.8:

BEG S 89DEG29'30SEC W 1274.35FT FR NE COR SE4 NW4 SEC 3 1S 1W N 89DEG29'30SEC E 369.39FT S 483FT TO C LI G V CNL N 69DEG02'21SEC W 105.48FT N 60DEG45'20SEC W 150.29FT N 32DEG45'52SEC W 144.30FT N 14DEG00'04SEC W 254.8FT TO BEG + ALSO THAT PT BEG S 701.84FT FR NE COR SE4 NW4 SD SEC 3 N 77DEG38'37SEC W 847.93FT N 69DEG02'21SEC W 82.07FT N 53.54FT N 69DEG02'21SEC E 97.49FT S 77DEG38'37SEC E 833.25FT S 51.19FT TO BEG EXC E 25FT FOR ROAD ROW

The following properties are zoned PR 9.9:

BEG SE COR E2NE4NW4 SEC 3 1S 1W S 89DEG14'08SEC W 509.32FT N 0DEG02'45SEC E 220.96FT N 89DEG59'05SEC E 508.04FT S 0DEG16'55SEC E 214.3FT TO BEG EXC E 25FT FOR RD ROW

The following properties are zoned RSF-R:

BEG S 89DEG58' W 30FT FR NE COR SE4 NE4 SEC 32 1N 1W S 89DEG58' W 1288.13FT S 0DEG00'30SEC E 1040.59FT N 84 DEG37'30SEC E 28.80FT N 81DEG59'30SEC E 1213.20FT N 04 DEG32' E 577.30FT S 89DEG56' E 12.30FT N 0DEG01' W 294.15FT TO BEG EXC THAT PT BEG S 89DEG58' W 30FT FR NE COR SE4 NE4 SD SEC 32 S 89DEG58' W 200FT S 0DEG01' E 210FT N 89DEG58' E 200FT N 0DEG01' W 210FT BEG; AND

ALSO BEG S 89DEG58' W 30FT FR NE COR SE4 NE4 SEC 32 1N 1W S 89DEG58' W 200FT S 0DEG01' E 210FT N 89DEG58' E 200FT N 0DEG01' W 210FT TO BEG; AND ALSO N 15A OF LOTS 11 + 12 POMONA PK SEC 33 1N 1W EXC .19A I-70 ON SW; AND ALSO S 5A OF LOTS 11 + 12 + N 10A OF LOTS 13 + 14 POMONA PK SEC 33 1N 1W EXC 1A I-70 ON W; AND ALSO S2 OF LOTS 13 + 14 POMONA PK SEC 33 1N 1W N OF I-70; AND ALSO LOTS 26 + 35 POMONA PK SEC 33 1N 1W EXC 1.15A I-70 ON W; AND ALSO THAT PT OF SE4NE4 SEC 34 1N 1W N OF I-70 + E OF LEACH WASH; AND ALSO LOTS 45 + 46 IN N2SW4SW4 SEC 34 1N 1W; AND ALSO E2 LOT 64 POMONA PK SEC 34 1N 1W + N 155FT SW4SE4SW4 SEC 34 1N 1W; AND ALSO SW4SE4SW4 SEC 34 1N 1W EXC N 155FT THEREOF; AND ALSO N2SE4SW4 SEC 34 1N 1W EXC BEG NW COR SD N2SE4SW4 S 89DEG56'25SEC E 940.78FT S 0DEG01'20SEC W 208.71FT N 89DEG56'25SEC W 417.42FT S 0DEG01'20SEC W 124.21FT N 89DEG56'25SEC W 523.36FT N 0DEG01'20SEC E 332.92FT TO BEG; AND ALSO BEG NW COR LOT 39 POMONA PARK SUB SEC 34 1N 1W E 268.65FT S 200FT W 268.65FT N 200FT TO BEG EXC ROW AS DESC IN B-997 P-330 THRU 331 MESA CO RECDS; AND ALSO BEG 200FT S OF NW COR LOT 39 POMONA PARK SUB SEC 34 1N 1W S TO SW COR SD LOT 39 E 268.65FT N TO A PT 268.65FT E OF BEG W TO BEG; AND ALSO LOT 2 REPLAT OF SUNNY KNOLL SUB SEC 35 1N 1W + BEG 447.2FT E OF SW COR NW4NW4 SEC 35 N 67DEG14MIN E 94.7FT S 36.64FT TO S LI NW4NW4 W 87.32FT TO BEG; AND ALSO LOT 1 REPLAT OF SUNNY KNOLL SUB SEC 35 1N 1W; AND ALSO BEG 855FT N OF SW COR SW4NW4 SEC 35 1N 1W N 455FT TO NW COR SW4NW4 E 500FT SWLY 671FT TO BEG EXC .02A I-70; AND ALSO THAT PT NW4NW4 SEC 35 1N 1W N + W OF C RICE WASH EXC N 30FT FOR RD; AND ALSO BEG N 4389FT OF SW COR SEC 35 1N 1W S 224FT N 65DEG15' E 330FT N 265FT SWLY TO BEG + BEG N 201.33FT + N 76DEG57' E 30.8FT OF SW COR NW4NW4 SD SEC 35 N 76DEG57' E 167.8FT N 50DEG17' E 106FT N 53DEG53' E 119FT N 59DEG41' E 114.88FT N 14DEG31' W 355.84FT S 52DEG09' W 103.31FT S 360.25' S 65DEG W 297.40FT S 28.90FT TO BEG; AND ALSO BEG NW COR S2SW4 SEC 26 1N 1W E 550FT SWLY TO A PT 400FT S OF BEG N TO BEG EXC W 30FT FOR ROW; AND ALSO THAT PT OF S2SW4 SEC 26 1N 1W N + W OF WASH EXC BEG NW COR S2SW4 E 550FT SWLY TO A PT 400FT S OF BEG N TO BEG + EXC BEG 30FT N OF SW COR SEC 26 N 10' E 382FT S 89DEG55' E 732.31FT TO C LI RICE WASH S 40DEG07' W 498.91FT TO A PT ON LI OF RD N 89DEG55' W 411.95FT TO BEG; AND ALSO BEG N 0DEG10' E 30FT FR COM COR TO SECS 26-27-34 & 35 1N 1W N 0DEG10' E 382FT S 89DEG55' E 131.91FT S 0DEG10' W 173.98FT S 82DEG54'07SEC E 415.02FT S 40DEG07' W 205.49FT N 89DEG55' W 411.95FT TO BEG & ALSO BEG N 19DEG12'30 SEC E 404.32FT FR COM COR TO SECS 26-27-34 & 35 1N 1W S 89DEG55' E 600.4FT S 40DEG07' W 293.42FT N 82DEG54'07SEC W 415.02FT N 0DEG10' E; AND ALSO W4NW4SE4 SEC 3 1S 1W; AND ALSO BEG NW COR OF E2W2NW4SE4 SEC 3 1S 1W E 9RD S 13.5RD W 9RD N TO BEG; AND ALSO BEG N 0DEG13' E 1049.23FT FR S4 COR SEC 26 1N 1W N 89DEG47' W 30FT S 85DEG08' W 790.2FT N

0DEG05' E 154.3FT N 87DEG50' E 60.24FT N 36DEG32' E 226.9FT S 89DEG56' E 621.73FT S 0DEG13' W 271.27FT TO BEG EXC THAT PT BEG S 89DEG56' E 614.99FT FR N COR SE4SW4 SEC 26 N 89DEG56' W 6.74FT S 36DEG 46' W 227.6FT S 87DEG50' W 60.24FT S 0DEG05' W 154.3FT N 85DEG08' E 203.64FT N 0DEG05' E 322.20FT TO BEG; AND ALSO THAT PT OF W2NE4NW4 SEC 3 1S 1W N OF WASH THAT PT OF NW4NW4 SEC 3 1S 1W N + E OF RR + N OF WASH

The following properties are zoned PR (with a density equivalent to RSF-2) and with a requirement that higher density locate towards the eastern edge & lower density locate towards the western edge of the properties:

S2NW4 + N2SW4 SEC 26 1N 1W EXC N 40FT OF SE4NW4 + EXC E 30FT OF SE4NW4 + OF NE4NE4SW4 + EXC E 40FT OF SE4NE4SW4 SEC 26 EXC BEG 188FT W OF NE COR SE4NW4 W 1043.6FT S 248.7FT E 1043.6FT N TO BEG

The following properties are zoned RSF-2:

BEG SW COR LOT 31 POMONA PARK N 145.8FT E 258FT S 145.8FT W 258FT TO BEG

The following properties are zoned PB:

BEG N 25DEG07'28SEC W 255.83FT + S 05DEG22' E 409.20FT + S 63DEG49'52SEC W 67.07FT + S 74DEG01' 57SEC W 257.85FT FR E4 COR SEC 34 1N 1W N 86DEG06'02 SEC W 122.96FT N 51DEG46'49SEC W 111.57FT N 43DEG52 '15SEC E 235.75FT S 10DEG44'53SEC E 251.76FT TO BEG; AND ALSO BEG N 25DEG07'28SEC W 255.83FT + S 05DEG22' E 409.20FT + S 63DEG49'52SEC W 67.07FT + S 74DEG01' 57SEC W 257.85FT + N 86DEG06'02SEC W 122.96FT + N 51 DEG46'49SEC W 111.57FT FR E4 COR SEC 34 1N 1W N 38 DEG24'46SEC W 235.17FT N 46DEG51'15SEC W 95.77FT N 51DEG35'14SEC E 247.67FT S 38DEG24'46SEC E 298.26FT S 43DEG52'15SEC W 235.75FT TO BEG; AND ALSO THAT PT OF SE4NE4 + OF NE4SE4 SEC 34 1N 1W N OF RD + S OF I-70 + DN EX THAT PT DESC IN B-1070 P-922 + THAT PT DESC IN B-1123 P-82 CO CLKS OFF

The following properties are zoned PZ:

LOTS 27 33 & 34 & THAT PT OF LOT 28 POMONA PARK SEC 33 1N 1W LYG E OF A WASH EXC THAT PT CONVEYED TO COLO DEPT OF HWYS IN B-861 P-284 MESA CO RECDS; AND ALSO LOTS 29 TO 32 INC & THAT PT OF LOT 28 POMONA PARK SEC 33 1N 1W LYG W OF WASH EXC THAT PART CONVEYED TO COLO DEPT OF HWYS IN B-861 P-279 MESA CO RECDS & ALSO EXC BEG SW COR SD LOT 31 N 145.80FT E 258FT S 145.80FT W 258FT TO POB

Introduced on first reading this 19th day of April, 1995.

PASSED and ADOPTED on second reading this 3rd day of May, 1995.

/s/ Ron Maupin

ATTEST:

Mayor

/s/ Stephanie Nye
City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4174

AN ORDINANCE AMENDING THE EXISTING PLANNED DEVELOPMENT ZONE BY APPROVING A PRELIMINARY DEVELOPMENT PLAN WITH A DEFAULT R-4 (RESIDENTIAL – 4) ZONE FOR THE DEVELOPMENT OF 362 DWELLING UNITS FOR THE WEEMINUCHE ESTATES SUBDIVISION, LOCATED NORTH OF H ROAD BETWEEN 26 ROAD AND 26 ½ ROAD, WEST OF THE 26 ½ ROAD AND SUMMER HILL WAY INTERSECTION

Recitals:

A request for an amendment to the existing Planned Development zone on approximately 151.38 acres by approval of a Preliminary Development Plan (Plan) approval with a default R-4 zone, including deviations, has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning (R-4) and deviations and adopt the Preliminary Development Plan for Weeminuche Estates Subdivision. If this approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards of the R-4 zone district.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed Preliminary Development Plan approval and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the North Central Valley Plan and the Growth Plan. Furthermore, it was determined that the proposed Plan has achieved “long-term community benefits” by proposing more usable public open space and recreational amenities throughout the development than required. In addition, the Planning Commission and City Council determined that the request for additional density (60 dwelling units) satisfied the criteria in Section 3.6.B.10. of the Code.

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

- A. A parcel of land situated in the S ½ NW ¼ and the N ½ SW ¼ of Section 26, Township 1 North, Range 1 West, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Beginning at the N 1/16 corner of said Section 26, the basis of bearing being N89°58'25"E along the north line of said S ½ NW ¼ to the NW 1/16 corner of said Section 26; thence N89°58'25"E a distance of 1317.20 feet to the NW 1/16 corner; thence S00°00'28"W a distance of 40.00 feet to the south right-of-way line of H ¾ Road as recorded in Book 2139 at Page 647; thence N89°52'41"E a distance of 85.80 feet along said south line; thence S00°15'15"E a distance of 208.66 feet; thence N89°54'37"E a distance of 1043.64 feet; thence N00°13'19"W a distance of 209.24 feet to said south right-of-way line; thence N89°52'41"E a distance of 157.63 feet along said south line; thence S00°02'15"W a distance of 1279.71 feet, running parallel with and 30.00 feet west of the east line of said S ½ NW ¼; thence S00°01'38"W a distance of 659.87 feet running parallel with and 30.0 feet west of the east line of said N ½ SW ¼; thence S89°55'07"W a distance of 10.00 feet; thence S00°01'38"W a distance of 634.65 feet running parallel with and 40.00 feet west of the east line of said N ½ SW ¼; thence along the northerly line of a boundary agreement as recorded in Book 4249 at Page 204 the following six courses: 1) S85°55'46"W a distance of 246.52 feet; 2) N00°01'56"E a distance of 15.00 feet; 3) S86°59'39"W a distance of 23.87 feet; 4) S89°07'14"W a distance of 22.44 feet; 5) S88°22'07"W a distance of 196.46 feet; 6) S13°27'26"W a distance of 16.70 feet to the south line of said N ½ SW ¼; thence S89°54'58"W a distance of 783.60 feet to the SW 1/16 corner of said Section 26; thence S89°55'03"W a distance of 1316.04 feet to the S 1/16 corner of said Section 26; thence N00°01'07"W a distance of 2639.94 feet to the point of beginning.

Said parcel contains 151.38 acres more or less.

- B. Weemuniche Estates Subdivision Preliminary Development Plan is approved with the Findings of Facts and Conclusions listed in the Staff Presentations prepared for the August 28, 2007 and December 12, 2007 meetings including attachments and Exhibits, except for Exhibit F to the August 28, 2007 report which is composed of neighbors' letters with the correction of typographical errors in some attachments. Exhibit C to the December 12, 2007 is a contemplated phasing schedule. Exhibit C to the December 12, 2007 staff report may be changed as proposed by the applicant and as determined appropriate by the City Manager or her designee.

INTRODUCED on first reading on the 19th day of December 2007 and ordered published.

ADOPTED on second reading this 16th day of January, 2008.

ATTEST:

/s/: Stephanie Tuin
City Clerk

/s/: James J. Doody
President of the Council

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING THE 26 ROAD LLC PROPERTY FROM PD (PLANNED DEVELOPMENT) TO R-2 (RESIDENTIAL – 2 DU/AC)

LOCATED BETWEEN 26 & 26 ½ ROADS, SOUTH OF H ¾ ROAD

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the 26 Road LLC Property R-2 (Residential – 2 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-2 (Residential – 2 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-2 (Residential – 2 du/ac):

A parcel of land situate in the S 1/2 NW 1/4 and the N 1/2 SW 1/4 of Section 26, Township 1 North, Range 1 West, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Beginning at the N 1/16 corner of said Section 26, the basis of bearing being N89°58'25"E along the north line of said S 1/2 NW 1/4 to the NW 1/16 corner of said Section 26; thence N89°58'25"E a distance of 1317.20 feet to the NW 1/16 corner; thence S00°00'28"W a distance of 40.00 feet to the south right-of-way line of H 3/4 Road as recorded in Book 2139 at Page 647; thence N89°52'41"E a distance of 85.80 feet along said south line; thence S00°15'15"E a distance of 208.66 feet; thence N89°54'37"E a distance of 1043.64 feet; thence N00°13'19"W a distance of 209.24 feet to said south right-of-way line; thence N89°52'41"E a distance of 157.63 feet along said south line; thence S00°02'15"W a distance of 1279.71 feet running parallel with and 30.00 feet west of the east line of said S 1/2 NW 1/4; thence S00°01'38"W a distance of 659.87 feet running parallel with and 30.00 feet west of the east line of said N 1/2 SW 1/4; thence

S89°55'07"W a distance of 10.00 feet; thence S00°01'38"W a distance of 634.65 feet running parallel with and 40.00 feet west of the east line of said N 1/2 SW 1/4; thence along the northerly line of a boundary agreement as recorded in Book 4249 at Page 204 the following six courses:

1.) S85°55'46"W a distance of 246.52 feet. 2.) N00°01'56"E a distance of 15.00 feet 3.) S86°59'39"W a distance of 23.87 feet 4.) S89°07'14"W a distance of 22.44 feet 5.) S88°22'07"W a distance of 196.46 feet 6.) S13°27'26"W a distance of 16.70 feet to the south line of said N 1/2 SW 1/4;

thence S89°54'58"W a distance of 783.60 feet to the SW 1/16 corner of said Section 26; thence S89°55'03"W a distance of 1316.04 feet to the S 1/16 corner of said Section 26; thence N00°01'07"W a distance of 2639.94 feet to the point of beginning.

Said parcel contains 151.18 acres more or less.

Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk



Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: June 6, 2018

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Ordinance Approving an Amendment to Master Plan 2017 for St. Mary's Hospital and Environs and Rezone a Portion of Property to PD (Planned Development) with a Default Zone of B-1 (Neighborhood Business), Located at 510 Bookcliff Avenue

RECOMMENDATION:

Planning Commission heard this item at their May 8, 2018 meeting and recommended approval of the Amendment to Master Plan 2017 and the Planned Development zoning.

EXECUTIVE SUMMARY:

The Applicant is requesting to amend the existing Master Plan for St. Mary's Hospital and Environs approved in 2017 to incorporate the property located at 510 Bookcliff Avenue and to rezone a 0.95-acre portion of the 2.28-acre property at 510 Bookcliff Avenue to PD (Planned Development) with a default zone of B-1 (Neighborhood Business).

In May 2017, St. Mary's Hospital purchased the adjacent property located at 510 Bookcliff Avenue. The Applicant now wishes to incorporate this property into the existing Master Plan 2017 for St. Mary's Hospital and Environs adopted by the City Council in January 2017 and also requests to rezone the northern portion of the property of 0.95 acres to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) in anticipation of developing a parking lot on the northern portion of the property. The property would retain the zone designation of R-4 (Residential- 4 du/acre) on the southern portion of the property. The current St. Mary's Hospital campus and other associated properties are zoned Planned Development

(PD) and have been zoned PD for many years. In this situation, where the property contains an older PD zone district, the Master Plan document serves as the Outline Development Plan (ODP) in this instance and any potential changes or modifications requires review and approval by the City.

BACKGROUND OR DETAILED INFORMATION:

In an effort to avoid approving hospital expansions in a piecemeal fashion and at the direction of the City, St. Mary's Hospital has prepared Master Plans for review in five (5) year increments starting in 1995. The purpose of the Master Plan is to set forth the vision for upgrades, improvements and expansions to St. Mary's facilities and campus area over a 5-year period and to allow the City an opportunity to consider the proposed improvements in a comprehensive manner. The Master Plan also identifies and inventories all properties that St. Mary's owns and the land uses associated with each parcel.

In January 2017, the City Council approved the Master Plan 2017 for St. Mary's Hospital and Environs. Master Plan 2017 identifies all properties that St. Mary's owned at the time of development of the plan and also outlined several construction projects the facility anticipated would be built within the next five (5) years at the hospital such as a 40,000 sq. ft. building addition for the Cardiac Center of Excellence and an additional 14,000 sq. ft. for the Hybrid Operating Room, both of which are currently under construction.

In May 2017, St. Mary's purchased the property located at 510 Bookcliff Avenue with the intent to use a portion of the property for an expansion to their parking that would be more proximate to the expanded facilities. This property is contiguous to the campus located southwest of the existing hospital building. The neighborhood often refers to this property as the "Olson Property."

The Master Plan 2017 still remains relevant as a whole but needs to be amended to incorporate the new property (510 Bookcliff Avenue) that was acquired by St. Mary's in May of 2017.

The subject property of 2.28 acres contains a single-family detached home which is anticipated to remain for the near future and is currently being rented and utilized as a residence by an administration staff member of St. Mary's. Current zoning of the property is R-4 (Residential – 4 du/acre). St. Mary's Hospital wishes to subdivide the property so that the northern portion of the property is subdivided from the balance of the property which contains the single-family house and has a pending application with the City (City file #SSU-2018-112) for this division of land. That portion of property (0.95 acres) intended to be rezoned as PD and used as a parking lot is proposed to be incorporated into the larger St. Mary's property that contains the main hospital campus (Lot 1, West Campus Subdivision) addressed as 2635 N. 7th Street along with the

requested rezone to PD (Planned Development).

The rezone to PD and subdivision of the property at 510 Bookcliff Avenue (Olson Property) will allow St. Mary's to develop the northern portion of the subject parcel into parking as a continuation of the existing west parking lot. Conceptual plans for the parking lot currently indicates developing 87 parking spaces along with the required landscaping and a 6-foot tall solid fence to screen the new parking area from the surrounding neighborhood. No vehicular access will be provided from 510 Bookcliff Avenue to the St. Mary's campus. All access to the new parking lot will be from the internal ring road within the campus (see Exhibit 5).

The Code provides Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved. St. Mary's Hospital requests to rezone a 0.95-acre portion of the property located at 510 Bookcliff Avenue to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) in anticipation of developing a parking lot on the northern portion of the property. The proposed PD zone with the B-1 default zone district is the same Planned Development and default zoning as exists with the current St. Mary's Planned Development. The hospital campus and environs, contains an older PD zone district and therefore, the Master Plan document serves as the Outline Development Plan (ODP) and any changes requested, requires an amendment to the Master Plan document. The southern portion of the property located at 510 Bookcliff Avenue which contains the single-family detached home will remain zoned as R-4 (Residential – 4 du/ac) and will provide a buffer for the existing neighboring residents along Bookcliff Avenue from the hospital related uses.

Establishment of Uses:

With the rezone to PD, St. Mary's Hospital wishes to develop and establish an additional parking lot on the northern portion of the property located at 510 Bookcliff Avenue. All existing land uses along with current and future construction projects will remain the same as identified within Master Plan 2017.

Access:

The only public access to the proposed new parking lot area will be from the internal ring road within the campus (accessed from either N. 7th Street or Patterson Road). No vehicular access will be provided to the parking lot from the 510 Bookcliff Avenue property or through the adjacent neighborhood. Vehicular access to the existing single-family house will remain from Bookcliff Avenue.

Phasing:

The Applicant is proposing to develop the new parking lot within the near future. The Master Plan would remain valid until December 31, 2022.

Lot Layout:

St. Mary's Hospital wishes to subdivide the property (510 Bookcliff Avenue) so that the northern portion of the property is subdivided from the balance of the property which contains the single-family house and that portion will be incorporated into the larger St. Mary's property that contains the main hospital campus (Lot 1, West Campus Subdivision) addressed as 2635 N. 7th Street. No additional lots are being created by this proposed subdivision of land (see attached proposed subdivision plat).

Landscaping & Fencing:

Landscaping per Code requirements with trees and shrubs will be provided within the proposed new parking lot area within landscaped islands at the end of each parking lot row and parking lot perimeters. Six-foot tall privacy fencing will also be provided as a screen and buffer between the R-4 and PD zone districts per Code requirements.

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 21.03.040 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.

St. Mary's Hospital is already designated as a Planned Development and provides long-term community benefits by being a regional provider of health services for the community and area of western Colorado and eastern Utah. The Applicant's request is to only incorporate the proposed land area of the new parking lot into the existing Planned Development, thus long-term community benefits are being met with this proposed development application as St. Mary's continues to provide quality and innovative health care. The existing St. Mary's campus contains an open space area with a gazebo located directly to the east of the 510 Bookcliff Avenue property that is utilized by both patients and employees. This open space area contains an underground detention facility and walking path that connects the internal ring road with Bookcliff Avenue. The underground detention allows the surface to be utilized as

active open space, therefore the Applicant continues to provide a greater quality and quantity of public and/or private open space as identified by item #3. The development of the open space area, gazebo, underground detention facility and walking path are all not required by Code.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed Rezone to PD was held on November 8, 2017 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. At that time, the proposal included a request to rezone two properties located at 510 and 536 Bookcliff Avenue to PD; properties owned by the Applicant. The Applicant's representative and City staff were in attendance along with over 50 citizens. Some of the comments and concerns expressed by the attendees centered on the proposed encroachment issues of St. Mary's towards the Bookcliff Avenue neighborhood, parking concerns in the area by St. Mary's employees, and concerns that St. Mary's would demolish the two single-family homes located at 510 and 536 Bookcliff Avenue and construct a new building or parking lot that would access from Bookcliff Avenue, etc., that would impact the residential character of the area. After feedback received from the Neighborhood Meeting, St. Mary's Hospital modified their proposal and applied for only a rezone of a portion of the property at 510 Bookcliff Avenue, and to concurrently apply for a subdivision of this property in order to preserve the residential use and zoning on a portion of the property. By keeping the zoning of R-4 for the two single-family house properties located at 510 and 536 Bookcliff Avenue, this would provide a buffer between the hospital land uses and the rest of the Bookcliff Avenue neighborhood. Since the Neighborhood Meeting, City Staff has spoken with several land owners in the area who expressed satisfaction with St. Mary's current request.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 12, 2018. The subject property was posted with an application sign on March 31, 2018. The notice of this public hearing was published May 1, 2018 in the Grand Junction Daily Sentinel.

ANALYSIS

The St. Mary's campus is currently zoned PD, however, it was zoned PD prior to the City establishing today's system for adopting a PD with a relevant Outline Development Plan. In lieu of having an Outline Development Plan, the hospital campus has created and has been approved for an Institutional and Civic Facility Master Plan in accordance with Section 21.02.190 of the Code. Since this request proposed to both rezone a portion of 510 Bookcliff Avenue as well as modify/amend the approved Master Plan,

Staff has provided analysis relevant both of these actions, as follows:

Pursuant to Section 21.02.150 (b) (2) 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 rezone for a portion of the property located at 510 Bookcliff Avenue complies with the goals and policies of the Comprehensive Plan, specifically, Goals 4 and 12 by supporting the continued development of the City Center into a vibrant and growing area with jobs and also by being a regional provider of goods and services, in this case expanded health care services.

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

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

The proposed rezone complies with the Grand Valley Circulation Plan, Urban Trails Master Plan, and other applicable adopted plans and policies as no changes are proposed. Proper access was previously established by St. Mary's with the design and approval of previous Master Plans for the hospital. There are no additional plans to provide for a new traffic study or change current access points to the hospital.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code.

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

The property (510 Bookcliff Avenue) is located adjacent to St. Mary' Hospital. The Applicant wishes to develop the northern portion of the property as an additional parking lot for the hospital with access being permitted from the current ring road around the campus with no access permitted directly onto Bookcliff Avenue. The Applicant is requesting the rezone to PD for the area of the property proposed for development only in order to achieve a uniform Planned Development zone classification for those properties held by St. Mary's in accordance with the recently approved Master Plan 2017. Since the zoning of the property as R-4 (Residential 4 du/ac), St. Mary's has acquired the property and is a logical place for them to expand their parking use without significant disruption to the surrounding neighborhood. The subsequent event that occurred was the purchase of the property by St. Mary's that it

now desires to include the entire property in the overall master-planned campus and rezone a portion of it to PD, consistent with the zoning for the existing portions of the campus. The original premise and findings related to the R-4 zoning of the property did not include or anticipate the property being an integral part of the hospital campus. Therefore, Staff finds this criterion has been met.

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

The character and/or condition of the area has not changed in recent years because the adjacent residential subdivisions located to the west of St. Mary's Hospital have been existing for many years. The subject property located at 510 Bookcliff Avenue was recently purchased by St. Mary's in 2017. The requested rezone to PD furthers the goals and policies of the Comprehensive Plan by providing for additional parking lot area as the hospital continues to expand to meet the health care needs of the community and region. Because there has been no apparent change of character and/or condition other than the fact St. Mary's has purchased the property and wishes to incorporate that portion of the property proposed for development as an additional parking lot into their existing Planned Development, Staff finds that this criterion has not been met.

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

Existing public and community facilities and services are currently available and can address the impacts of development consistent with the default zone district of B-1 and the St. Mary's PD zone district. No building development is proposed for this property other than the construction of a parking lot, however, City Water and City sanitary sewer are both located within the internal ring road on the St. Mary's campus. The property can also be served by Xcel Energy electric and natural gas. The public and community facilities are adequate to serve the type and scope of the land use proposed, therefore, staff finds this criterion has been met.

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

The Applicant is requesting to rezone a portion of the property (510 Bookcliff Avenue) proposed for an additional parking lot and incorporate into their existing Planned Development. Staff finds this criterion is not applicable to this specific request and therefore 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 City will benefit from the proposed request in that the additional parking area shall reduce the need for any overflow parking onto adjacent properties. Staff, therefore finds this criterion has been met.

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

(1) **Setback Standards.** Principal structure setbacks shall not be less than the minimum setbacks for the default zone.

The Applicant is not proposing any new building construction on the subject property other than the construction of an additional parking lot for the hospital. All required setback standards will be adhered to, if applicable, therefore the proposed development complies with this standard.

(2) **Open Space.** All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

This standard is not applicable to non-residential development.

(3) **Fencing/Screening.** Fencing shall comply with GJMC 21.04.040(i).

Six-foot tall privacy fencing will be provided as a screen and buffer between the R-4 and PD zone districts per Code requirements. Therefore, all fencing will comply with all applicable requirements of the Code.

(4) **Landscaping.** Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

Landscaping per Code requirements with trees and shrubs will be provided within the proposed new parking lot area within landscaped islands at the end of each parking lot row and parking lot perimeters. All proposed landscaped areas will meet or exceed the requirements of the Zoning and Development Code.

(5) **Parking.** Off-street parking shall be provided in accordance with GJMC 21.06.050.

The current Master Plan 2017 accommodates all required parking in accordance with GJMC 21.06.050. The Applicant is proposing to develop additional off-street parking lot within the main hospital campus area that will provide approximately 87 spaces beyond code requirements. All proposed parking spaces and drive aisles will be dimensioned per the requirements of the Zoning and Development Code.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

No new street improvements are required for this proposed Planned Development inclusion and parking lot development.

d) The applicable corridor guidelines and other overlay districts.

There are no corridor guidelines or overlay districts that are applicable for this request.

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

Existing public and community facilities and services are currently available and can address the impacts of development consistent with the default zone district of B-1 and the St. Mary's PD zone district. No building development is proposed for this property other than the construction of a parking lot, however, City Water and City sanitary sewer are both located within the internal ring road on the St. Mary's campus. The property can also be served by Xcel Energy electric and natural gas. Therefore, adequate public services and facilities exists to serve the type and scope of the land use proposed.

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

Public access to the proposed new parking lot area will be from the internal ring road within the campus (accessed from either N. 7th Street or Patterson Road). No vehicular access will be provided to the parking lot or the internal campus ring road from the 510 Bookcliff Avenue property. Vehicular access to the existing single-family house will remain from Bookcliff Avenue. Staff considers this as adequate circulation and access for the proposed development/use.

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

Six-foot tall privacy fencing will be provided as a screen and buffer between the existing R-4 and PD zone districts per Code requirements. Screening and buffering of adjacent properties will be appropriate for the adjacent uses.

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

This standard is not applicable for this application as the proposed amendment is not modifying density.

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 requesting the rezone to PD to achieve a uniform Planned Development zone classification for the St. Mary’s Hospital campus in accordance with the approved Master Plan. The Applicant is not proposing any new building construction on the subject property other than the construction of an additional parking lot for the hospital. All required setback standards will be adhered to, if applicable, therefore the proposed development complies with this standard.

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

The Applicant is proposing to develop the new parking lot within the near future or as allowed within the perimeters of Master Plan which is valid until December 31, 2022. Staff find this development schedule to be appropriate for the proposed request.

Pursuant to Section 21.02.190, In reviewing a master plan, the decision-making body shall consider the following:

(1) Conformance with the Comprehensive Plan and other area, corridor or neighborhood plans;

See discussion in Section 21.02.150 (b) (2) (a) above.

(2) Conformance with the Grand Valley Circulation Plan and general transportation planning requirements;

See discussion in Section 21.02.150 (b) (2) (a) above.

(3) Adequate parking, adequate stormwater and drainage improvements, minimization of water, air or noise pollution, limited nighttime lighting and adequate screening and buffering potential;

In accordance with Master Plan 2017, St. Mary’s Hospital is required to provide per the Zoning Code a total of 1,762 parking spaces for their hospital campus and environs. Currently they are providing a total of 2,277 parking spaces which is 515 spaces in excess of current standards. Several construction projects on the campus are currently under construction such as a 40,000 sq. ft. building addition for the Cardiac Center of

Excellence and an additional 14,000 sq. ft. for the Hybrid Operating Room. St. Mary's acquired additional property located at 510 Bookcliff Avenue in order to be able to provide more proximate parking to these new facilities. The proposed new parking lot to be located at on the northern portion of the property located at 510 Bookcliff Avenue, will provide an additional 87 parking spaces. Adequate stormwater, drainage, screening and buffering etc., will be reviewed as a part of the required Site Plan for the development of the new parking lot and will meet all City standards. Therefore, Staff finds this criterion to have been met.

(4) Adequacy of public facilities and services; and

See discussion in Section 21.02.150 (b) (2) (e) above.

(5) Community benefits from the proposal.

See discussion in Section 21.02.150 (b) (2) (b) (5) above.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future parking lot development and related construction will be private development on private property and will have no direct fiscal impact.

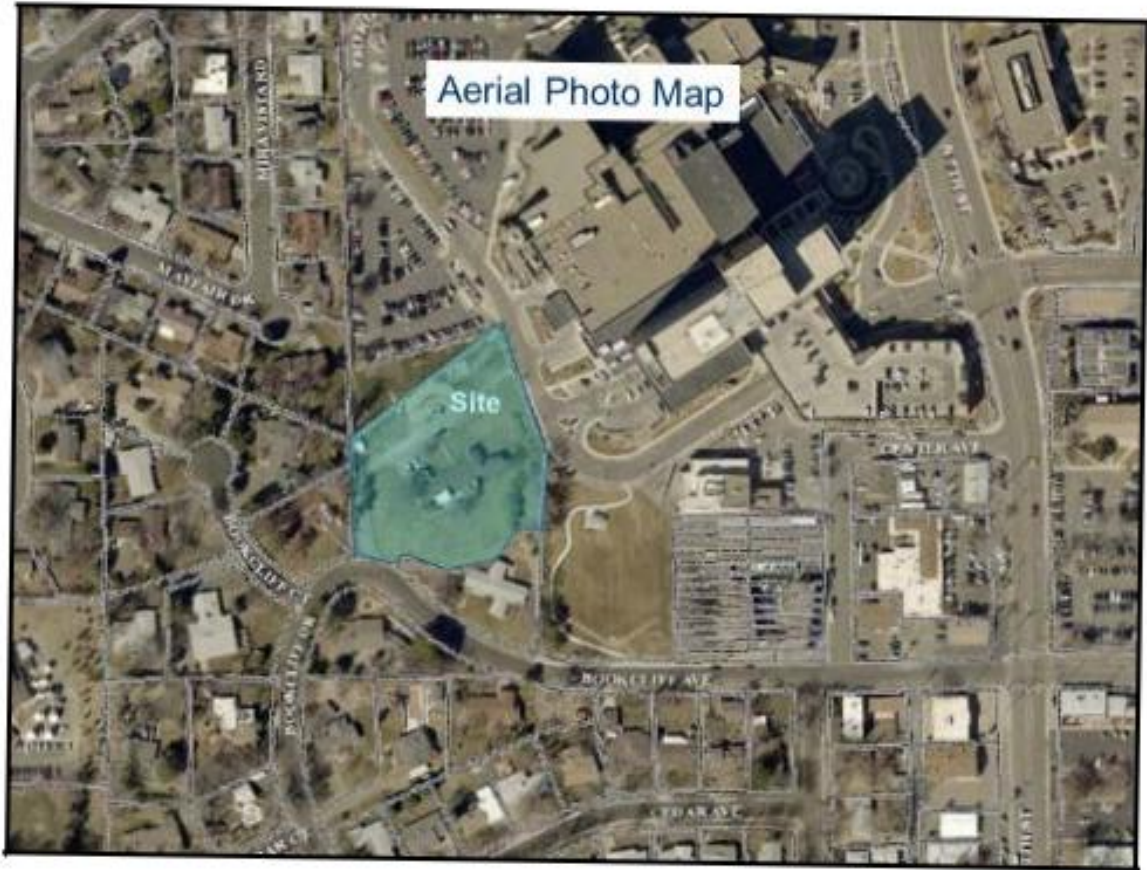
SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4803, an ordinance approving an amendment to Master Plan 2017 for St. Mary's Hospital and Environs and rezone a portion of property to PD (Planned Development) with a default zone of B-1 (Neighborhood Business), located at 510 Bookcliff Avenue on final passage and order final publication in pamphlet form.

Attachments

1. Site Location, Aerial Photo, Zoning Maps, Etc
2. PC Minutes - May 8, 2018 - Draft
3. Proposed Ordinance - Amending Master Plan 2017 for St. Mary's and Environs and Rezone





Aerial Photo Map

Site

Comprehensive Plan Future Land Use Map





GRAND JUNCTION PLANNING COMMISSION
May 8, 2018 MINUTES
6:00 p.m. to 9:44 p.m.

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

St. Mary's Hospital Rezone and Master Plan Amendment

FILE # PLD-2018-113

Consider a request of an Outline Development Plan (ODP) to rezone only the northern half of the property located at 510 Bookcliff Drive from R-4 (Residential - 4 du/ac) and incorporate this portion of the property into the existing St. Mary's Hospital PD (Planned Development) zone district in anticipation of developing an additional parking lot for the hospital.

Action: Recommendation to City Council

Applicant: Sisters of Charity of Leavenworth Health System Inc.
Location: 510 Bookcliff Avenue
Staff Presentation: Scott Peterson

Chairman Reece briefly explained the project and asked the applicant to introduce themselves.

Dan Prinster, 679 Sperber Lane, GJ, stated he was the Vice President of Business Development at St. Mary's Hospital. Eric Tscherter, 2638 New Orchard Ct, stated the was with Chamberlin Architects

Chairman Reece began the public hearing by asking if the required public notice was given pursuant to the City's noticing requirements. Mr. Peterson replied that notice had been provided as in accordance to the code.

Staff Presentation

Scott Peterson, Senior Planner, stated that this is a two-part request to 1) amend the existing Master Plan for St. Mary's Hospital and Environs approved in 2017 to incorporate the property located at 510 Bookcliff Avenue and, 2) consider a request to rezone a 0.95-acre portion of the 2.28-acre property at 510 Bookcliff Avenue to PD (Planned Development) with a default zone of B-1 (Neighborhood Business). The applicant for these two requests is the property owner, Sisters of Charity of Leavenworth Health System Inc.

Mr. Peterson presented a PowerPoint slide with the Site Location Map of the area. St. Mary's Hospital is located at the SW corner of N. 7th Street and Patterson Road. In May 2017, St. Mary's Hospital purchased the adjacent property located at 510 Bookcliff Avenue identified as "Site" on the slide. The Applicant now wishes to incorporate this

property into the existing Master Plan 2017 for St. Mary's Hospital and Environs adopted by the City Council in January 2017 and also requests to rezone the northern portion of the property of 0.95 acres to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) in anticipation of developing a parking lot on the northern portion of the property.

Mr. Peterson displayed a slide with a closer aerial photo of the area. Master Plan 2017 for St. Mary's Hospital identifies all properties that St. Mary's owned at the time of development of the plan and also outlined several construction projects the facility anticipated would be built within the next five (5) years at the hospital such as a 40,000 sq. ft. building addition for the Cardiac Center of Excellence and an additional 14,000 sq. ft. for the Hybrid Operating Room, both of which are currently under construction. In May 2017, St. Mary's purchased the property located at 510 Bookcliff Avenue with the intent to use a portion of the property for an expansion to their parking that would be more proximate to the expanded facilities. The existing neighborhood often refers to this property as the "Olson Property." Master Plan 2017 still remains relevant as a whole but needs to be amended to incorporate this new property (510 Bookcliff Avenue) that was acquired by St. Mary's.

The property at 510 Bookcliff consists of 2.28 acres, contains a single-family detached home which is anticipated to remain for the near future and is currently being rented and utilized as a residence.

The next slide displayed was of the Comprehensive Plan Future Land Use Map that identified the St. Mary's campus and property located at 510 Bookcliff as Business Park Mixed Use.

A slide of the existing zoning of the property at 510 Bookcliff showed that it is R-4 (Residential – 4 du/acre). St. Mary's Hospital wishes to subdivide the property so that the northern portion of the property is subdivided from the balance of the property which contains the single-family house and has a pending application with the City for this division of land. That portion of property (0.95 acres) intended to be rezoned as PD and used as a parking lot is proposed to be incorporated into the larger St. Mary's property that contains the main hospital campus.

The following slide showed a conceptual drawing of what the new parking lot and zoning would like on the property. The rezone to PD and subdivision of the property at 510 Bookcliff Avenue will allow St. Mary's to develop the northern portion of the subject parcel into parking as a continuation of the existing west parking lot.

Mr. Peterson explained the conceptual plans for the parking lot currently indicates developing 87 parking spaces along with the required landscaping and a 6-foot tall solid fence to screen the new parking area from the surrounding neighborhood. No vehicular access will be provided from 510 Bookcliff Avenue to the St. Mary's campus. All access to the new parking lot will be from the internal ring road within the campus.

The property would retain the zone designation of R-4 (Residential- 4 du/acre) on the southern portion of the property and will provide a buffer for the existing neighboring residents along Bookcliff Avenue from the hospital related uses. The current St. Mary's Hospital campus and other associated properties are zoned Planned Development (PD) and have been zoned PD for many years. In this situation, where the property contains an older PD zone district, the Master Plan document serves as the Outline Development Plan (ODP) in this instance and any potential changes or modifications requires review and approval by the City.

Mr. Peterson displayed a slide listing seven Long-Term Community Benefits as follows:

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.

Mr. Peterson added that 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 21.03.040 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 those benefits 1 thru 7, as was shown on the slide.

The St. Mary's Hospital campus is already designated as a Planned Development and as determined in the original PD, provides long-term community benefits by being a regional provider of health services for the community and area of western Colorado and eastern Utah. The Applicant's request is to only incorporate the proposed land area of the new parking lot into the existing Planned Development. The same long-term community benefits that were originally found in the zoning of the property as PD will continue with this amendment.

Mr. Peterson noted that the existing St. Mary's campus contains an open space area with a gazebo located directly to the east of the 510 Bookcliff Avenue property that is utilized by both patients and employees. This open space area contains an underground detention facility and walking path that connects the internal ring road with Bookcliff Avenue. The underground detention allows the surface to be utilized as active open space, therefore the Applicant continues to provide a greater quality and quantity of public and/or private open space as identified by item #3. The development of the open space area, gazebo, underground detention facility and walking path are all not required by Code.

Mr. Peterson explained that the St. Mary's campus is currently zoned PD, however, it

was zoned PD prior to the City establishing today's system for adopting a PD with a relevant Outline Development Plan. In lieu of having an Outline Development Plan, the hospital campus has created and has been approved for an Institutional and Civic Facility Master Plan in accordance with Section 21.02.190 of the Code. Since this request proposed to both rezone a portion of 510 Bookcliff Avenue as well as modify/amend the approved Master Plan, Staff has provided analysis relevant both of these actions, as follows:

Pursuant to Section 21.02.150 (b) (2) 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;
- b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code.
- c) The planned development requirements of Section 21.05.040 (f) of the Zoning and Development Code;
- d) The applicable corridor guidelines and other overlay districts.
- e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.
- f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.
- g) Appropriate screening and buffering of adjacent property and uses shall be provided;
- h) An appropriate range of density for the entire property or for each development pod/area to be developed;
- i) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.
- j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

Mr. Peterson explained that Pursuant to Section 21.02.190 of the Code, in reviewing a master plan (amendment to a master plan) the decision-making body shall consider the following:

1. Conformance with the Comprehensive Plan and other area, corridor or neighborhood plans;
2. Conformance with the Grand Valley Circulation Plan and general transportation planning requirements;
3. Adequate parking, adequate stormwater and drainage improvements, minimization of water, air or noise pollution, limited nighttime lighting and adequate screening and buffering potential;
4. Adequacy of public facilities and services; and
5. Community benefits from the proposal.

Staff recommends approval of the request for the amendment to the Master Plan and rezone of a portion of 510 Bookcliff to PD (Planned Development) with a default zone of B-1 (Neighborhood Business) finding that:

1. The Planned Development is in accordance with all of the applicable criteria in Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code.
2. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.
3. The proposed Amendment to the St. Mary's Hospital and Environs Master Plan 2017 is in accordance with Section 21.02.190 of the Code.

Applicants Presentation

Mr. Prinster displayed a slide of the services that St. Mary's provides and noted that last year they had presented their 5-year Campus Development Plan. Part of that plan was the development of a Cardiac Center. Mr. Prinster stated that since that plan, they had an opportunity to purchase 510 Bookcliff Ave. that can be used for more parking as it would be a short walk of the new Cardiac Center.

Mr. Prinster displayed a PowerPoint slide of the site and stated they originally planned to rezone 536 and 510 Bookcliff Ave, but after the neighborhood meeting, and hearing the concerns of the impact it may have on the neighborhood, they decided to altered the plan. The new design Mr. Prinster displayed only utilizes a portion of the 510 Bookcliff Ave. property.

Mr. Prinster noted that at the neighborhood meeting, there was concern about access off of Bookcliff Ave. Mr. Prinster noted that there will not be access off of Bookcliff Ave, and they now plan to extend privacy fence on the west side to separate the residential neighborhood from the parking lot. Mr. Prinster added that at the neighborhood meeting, it was suggested that they put up a sign to warn vehicles that there is no access to the hospital before they start up the drive at 510 Bookcliff Ave., so they will be putting up a sign there. Mr. Prinster's last slide was a summary of the concerns they have addressed and the public hearing process for changes.

Public Comments

Lenard Macleod, 448 Bookcliff Dr. stated that he was glad to see the plan amended however he did not feel that a six-foot fence was adequate. Mr. Macleod stated that although there was a sign put up, people still head up Bookcliff Ave. and turn around in his driveway, he would like to see better signage for people to know to continue on 7th as there is no access off of Bookcliff Ave. Mr. Macleod added that there is an open area of the fence that is right next to the hospital and it has increased foot traffic into the neighborhood.

Bill Wagner, 300 Cedar Ct. stated that he applauded St. Mary's for listening to the neighborhood at the required neighborhood meeting. Mr. Wagner said that St. Mary's does a Master Plan every 5 years with yearly amendments and it wears people down trying to protect their neighborhood. Mr. Wagner asked the Commission to not approve the rezone and allow time for the neighbors to meet with St. Mary's and get a long term

commitment and plan from St. Mary's that will keep their neighborhood residential.

Victoria Patsantaras, 301 Bookcliff Ct. thanked the Commission for their volunteer service. Ms. Patsantaras felt that allowing a PD in a 59-year-old R-4 neighborhood is an extreme difference in use. Ms. Patsantaras urged that the growing pains St. Mary's has be addressed within their own properties and with similarly zoned properties adjacent to it.

Jane Findley, 412 Bookcliff Dr. wished to emphasize the residential and historic qualities of this neighborhood and feels the encroaching growth of St. Mary's compromises the flavor of the neighborhood. Ms. Findley was concerned with the additional lighting and the fencing.

Applicants Response

Mr. Prinster acknowledged the open panel in the fencing and stated it was temporary so they could access the property temporarily. The plan is to have a locked man-gate to allow their facilities people to maintain the landscaping they plan to add to each side of the fence.

Brian Davidson, President of St. Mary's stated they would be glad to look at options, such as signage, so that people knew they could not access the hospital from Bookcliff Ave. The six-foot privacy fence had been a concern voiced and he would be happy to look into that. Mr. Davidson stated that they own a number of houses that they keep as a buffer to keep the neighborhood feel. Mr. Davidson explained the they chose to build on the west side, although it is constrained, because of the location of supporting departments for the cardiac center.

Mr. Davidson stated that they try to expand the existing building rather than tear down and build new ones in an effort to keep cost of healthcare in the community and country at tolerable levels.

Chairman Reece asked what the lighting for this lot will look like. Mr. Tschertter responded that the tower was designed is a LEED compliant building which has a limitation on light trespass past the boundaries so they plan to continue that design throughout the expansion, with light being directed downward and inward to the property.

Questions for Staff

Commissioner Deppe asked if notice was given to neighbors around the property. Mr. Peterson stated that the neighbors were notified for the neighborhood meeting and it was a standing room only, with over 75 people in attendance. Notices were also sent when the application was made and a third notice went out for the Planning Commission meeting.

Commissioner Wade asked what could St. Mary's and the neighbors do if they agreed to a larger fence. Mr. Peterson stated the code requires a 6-foot solid fence as a buffer between a B-1 and residential district. If they wanted an 8 ft. fence it would require

approval from City Council.

Commissioner Discussion

Commissioner Wade stated that a spirit of compromise is needed as the neighborhood has been there a long time and so has St. Mary's. Noting that Colorado Mesa University agreed to give regular updates to the Commission, Commissioner Wade asked the applicants to meet with them at least twice a year to discuss their plan. Commissioner Wade acknowledged that it was a big request, knowing that St. Mary's has a lot on their plate. Commissioner Wade stated that he was glad to hear that St. Mary's is willing to revisit the fence and they addressed lighting. Commissioner Wade feels the criteria has been met and he will be voting in favor of the rezone and amendment.

Commissioner Ehlers stated that the Commissioner's review is to look at a proposal and see if it meets the code and Future Land Use and benefits the community as a whole. Commissioner Ehlers did not want to diminish the concerns of the neighbors, but he agrees with Commissioner Wade in that it meets the review criteria.

Commissioner Ehlers pointed out that this parcel is currently zoned R-4 and has 2.28 acres, which could allow up to 9 homes. Commissioner Ehlers added that 9 homes, theoretically generates 90 vehicle trips a day. Although the PD is only 1 acre, the impact to the neighborhood is much less than if it was to develop as R-4. Commissioner Ehlers explained that as a PD, the applicants would have to come back to the Planning Commission if they were to make changes in the plan. Looking at the benefits to the community as a whole, and being in accordance with the review criteria, Commissioner Ehlers stated that he will be voting in favor of the proposal.

Commissioner Teske feels the application fulfills the requirements of the code, and agrees with Commissioner Ehlers and Wade that this is good for the community as a whole and he will be voting in favor of the proposal.

MOTION: (Commissioner Wade) "Madam Chairman, on the Amendment to Master Plan 2017 for St. Mary's Hospital and Environs for inclusion of the property located at 510 Bookcliff Avenue and also a Rezone to PD (Planned Development) with a Default Zone of B-1 (Neighborhood Business) for the northern portion of the property located at 510 Bookcliff Avenue, PLD-2018-113, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Ehlers seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO MASTER PLAN 2017 FOR ST. MARY'S HOSPITAL AND ENVIRONS AND REZONE A PORTION OF PROPERTY TO PD (PLANNED DEVELOPMENT) WITH A DEFAULT ZONE OF B-1 (NEIGHBORHOOD BUSINESS)

LOCATED AT 510 BOOKCLIFF AVENUE

Recitals:

The Sisters of Charity of Leavenworth Health Systems Inc. (aka St. Mary's Hospital), requests to 1) amend the existing Master Plan for St. Mary's Hospital and Environs approved in 2017 to incorporate newly acquired and abutting property located at 510 Bookcliff Avenue and to 2) rezone a 0.95-acre portion of the 2.28-acre property at 510 Bookcliff Avenue to PD (Planned Development) with a default zone of B-1 (Neighborhood Business).

The requests have been submitted in accordance with the Zoning and Development Code (Code) and reviewed by the Director of Community Development, who recommends approval of the requests.

This Planned Development zoning ordinance will establish the standards, default zoning, deviations and conditions of approval for the zone designation, and will also amend the Master Plan for St. Mary's Hospital and Environs that was approved in 2017 by Resolution No. 11-17 to incorporate the property located at 510 Bookcliff Avenue into the master-planned area. The amended Master Plan will reflect that the north most 0.95 acres of the newly incorporated property at 510 Bookcliff will be used for parking, while the remaining part of the property will continue to be used consistently with the existing R-4 zoning.

St. Mary's Hospital is a regional provider of quality and innovative health services for the community, western Colorado and eastern Utah. St. Mary's Hospital has master-planned its campus within the City of Grand Junction. The Master Plan 2017 for St. Mary's Hospital and Environs was approved in 2017 with the following findings: (1) The Plan satisfied the criteria of the Code and was consistent with the purpose and intent of the Comprehensive Plan; and (2) The Planned Development Zone District achieved "long-term community benefits" by providing a *greater quality and quantity of public and/or private open space*, that being an open space area with a gazebo located directly to the east of the 510 Bookcliff Avenue property that is utilized by patients and employees, contains an underground detention facility with active open space and walking path and connects the internal ring road with Bookcliff Avenue. These findings are still applicable to the Master Plan and the PD ordinance with the addition of the 2.23-acre property located at 510 Bookcliff Avenue. In addition, the creation of additional parking areas for patients and employees of the hospital and medical offices on the campus will relieve overflow parking demands engendered by the growth of this regional medical care facility and the services provided there.

After reviewing the application for an Amendment to Master Plan 2017 for St. Mary's Hospital and Environs for inclusion of the property located at 510 Bookcliff Avenue and for a Rezone to PD (Planned Development) with a Default Zone of B-1 (Neighborhood Business) for the northern 0.95-acre portion of the property, PLD-2018-113, the following findings of fact have been made:

1. The Planned Development is in accordance with all of the applicable criteria in Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code.
2. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.
3. The proposed Amendment to the St. Mary's Hospital and Environs Master Plan 2017 is in accordance with Sections 21.02.190 of the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PLANNED DEVELOPMENT FOR ST. MARY'S HOSPITAL IS APPROVED WITH THE FOLLOWING STANDARDS AND DEFAULT ZONE:

A. This Ordinance applies to the following described property:

A tract of land situated in the Northeast Quarter of the Northwest Quarter of Section 11, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being more particularly described and follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 11 from whence the Northeast corner of said Northeast Quarter of the Northwest Quarter bears N0°05'46"E a distance of 1321.39 feet for a basis of bearings all bearings herein related thereto; thence N68°41'39"W a distance of 654.51 feet to an angle point on the West line of Lot 1 Campus Subdivision, Mesa County, Colorado; thence N2°20'20"E along said West line a distance of 135.00 feet to the Point of Beginning; thence N76°00'44"W a distance of 82.26 feet; thence N29°49'28"W a distance of 30.00 feet; thence S74°48'08"W a distance of 126.60 feet; thence S61°58'49"W a distance of 106.22 feet; thence N2°52'49"W a distance of 49.96 feet; thence N0°32'00"W a distance of 113.95 feet; to an angle point on the West line of said Lot 1; thence N75°05'45"E a distance 250.69 feet; thence S20°38'25"E a distance of 204.25 feet to the Point of Beginning.

Said tract of land contains 0.955 acres as described

B. This Property is zoned PD (Planned Development) with the following standards and requirements:

Establishment of Uses:

With the rezone to PD, St. Mary's Hospital wishes to develop and establish an additional parking lot on the northern portion of the property located at 510 Bookcliff

Avenue. All existing land uses along with current and future construction projects will remain the same as identified within Master Plan 2017.

Access:

The only public access to the proposed new parking lot area will be from the internal ring road within the campus (accessed from either N. 7th Street or Patterson Road). No vehicular access will be provided to the parking lot from the 510 Bookcliff Avenue property or through the adjacent neighborhood. Vehicular access to the existing single-family house will remain from Bookcliff Avenue.

Phasing:

The Applicant is proposing to develop the new parking lot within the near future. The Master Plan would remain valid until December 31, 2022.

Lot Layout:

St. Mary's Hospital wishes to subdivide the property (510 Bookcliff Avenue) so that the northern portion of the property is subdivided from the balance of the property which contains the single-family house and that portion will be incorporated into the larger St. Mary's property that contains the main hospital campus (Lot 1, West Campus Subdivision) addressed as 2635 N. 7th Street. No additional lots are being created by this proposed subdivision of land.

Landscaping & Fencing:

Landscaping per Code requirements with trees and shrubs will be provided within the proposed new parking lot area within landscaped islands at the end of each parking lot row and parking lot perimeters. Six-foot tall privacy fencing will also be provided as a screen and buffer between the R-4 and PD zone districts per Code requirements.

Introduced for first reading on this _____ day of _____, 2018 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk



Grand Junction City Council

Regular Session

Item #4.b.i.

Meeting Date: June 6, 2018

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance Amending Section 21.03.060 of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Cluster Development

RECOMMENDATION:

The Planning Commission reviewed this request at their May 8, 2018 meeting and recommended approval (7-0).

EXECUTIVE SUMMARY:

The Applicant is requesting amendments to Section 21.03.060 of the Zoning and Development Code to address modifications to the Cluster Development regulations including sections addressing purpose, site layout, screening and buffering.

BACKGROUND OR DETAILED INFORMATION:

The Planning Commission has been actively discussing the cluster development regulations of the City's land use code since concerns were expressed about the regulations in hearings before the City Council in November. The Planning Commission met with the City Council in a joint workshop on November 9th to discuss the Cluster Development regulations, amongst other topics. The Planning Commission met in a workshop setting between December 2017 and March 2018 to discuss these regulations before formulating a recommendation for a Code text amendment.

The City has maintained a Cluster Development provision in its Zoning and Development Code since at least 2000 and multiple developments have utilized this provision with little to no issue in the past. The Zoning and Development Code ("Code")

allows residential subdivision development to maintain an overall density of an entire developing area by “clustering” lots more densely in subareas while preserving open space in other subareas. The result is an allowance for smaller lots and closer setbacks in the development than the zone might otherwise allow, but more open space than would otherwise be preserved.

Clustering can be allowed/encouraged by the Director under certain criteria and implemented at the time of subdivision design (e.g., at the “preliminary plan” stage). The purpose of Cluster Development is to allow for and encourage the preservation of environmentally sensitive areas, open space and agricultural lands, while allowing development at the same overall density allowed by the underlying zone district. For development to utilize the Cluster Development provision, the Code requires a minimum of 20% of the land area in a proposed subdivision to be dedicated open space while the benefit to the developer becomes the ability to be more flexible in the minimum lot sizes and bulk standards of each lot within a development.

Currently, clustering is allowed in all lower density residential zone districts including R-R, R-E, R-1, R-2, R-4 and R-5. When applied, the maximum overall density of the zone district still applies (eg. R-2 still would be developed at a 2-dwelling unit per acre density), but the lot sizes can be reduced and the corresponding bulk standards (setbacks, width, frontage, setbacks, lot coverage, and height) applied. The minimum lot size that is applied is determined based on a prescribed formula in the land use code that gives proportional decrease in lot size benefit based upon the amount of open space that a development preserves. The relevant bulk standards are then derived by using the bulk standards of the zone district that has the closest corresponding minimum lot size.

When discussing the issues surrounding Cluster Development, the Planning Commission narrowed their concerns to four main issues including 1) Appropriateness of buffering, 2) Appropriateness of lot sizes allowed, 3) Appropriateness of level of review, and 4) Clarification of purpose. The discussion resulted in the Planning Commission providing recommendations for revisions to Code sections related to purpose, site layout, screening and buffering.

Purpose. The Planning Commission discussed the need to ensure that the purpose and intent of the Cluster Development regulations were articulated appropriately. Of concern was the need to both ensure and reinforce that development utilizing clustering should be developed at the same density as allowed by any other subdivision of the property and as allowed by the zoning of the property. As a benefit to the City, clustering helps some developments achieve the density of development that the City’s adopted Comprehensive Plan envisioned. As such, the Planning Commission recommended revisions to the purpose statement of the Cluster Development Regulations as follows (additions underlined, deletions struck through):

~~21.03.060 (a) To preserve environmentally sensitive areas, open space and agricultural lands, cluster development is encouraged.~~

21.03.060(a) The purpose of Cluster Developments is to encourage the preservation of environmentally sensitive areas, open space and agricultural lands, while providing the ability to develop at a density range supported by the Comprehensive Plan and those densities that are consistent with the property's zoning designation.

Buffering. Concern was expressed that if a development proposed utilization of the buffer regulations that adjacent properties with an equal or lesser zoned density would be detrimentally impacted. Discussion on this issue ranged from requiring a buffer of a specific depth from a property line to wanting to maintain flexibility in design as each site maintains different characteristics such as topography or type of adjacent development that would be important to consider. Ultimately, the Commission agreed that maintaining the existing code language that requires buffering in a non-prescriptive fashion was important as they did not want to impose a one-size-fits-all approach to how a development may appropriately buffer. The Commission recommended that the buffering section be reworded to reflect these intentions and also suggested that additional language be added that further outlines the intent of buffering to work to enhance the compatibility between properties. To address this intent, the following code revisions were recommended (additions underlined, deletions struck through):

21.03.060(i) Landscaping Buffering.

~~(1) The perimeter of a cluster development which abuts a right-of-way shall be buffered. If the cluster development has the same zoning as the adjacent property, a perimeter enclosure in accordance with GJMC 21.06.040 may be required and/or some other form of buffering to be determined to be necessary to buffer the developed portion of the cluster from adjoining development. All, or a portion of, the open space shall be located between the clustered development and adjoining development.~~

(1) A perimeter enclosure in accordance with GJMC 21.06.040 may be required to create a visual barrier between the cluster development and adjoining development.

(2) The perimeter of a cluster development that abuts a right of way shall provide a buffer. The type of buffer shall take in to account the future road classification, right of way width, and type of current and future development on adjacent properties.

(3) The project landscaping and buffer design shall be established as part of any preliminary subdivision plan approval.

Minimum Lot Size. Planning Commissioners expressed concern regarding the size of lots in which a cluster development may be able to achieve relative to the minimum lot

standards of the property's zone district. The most significant concern was the perception that property owners may assume that those adjacent properties with the same zoning would be developed having lot sizes that were the same or similar to their own. As a matter of example, there was concern expressed that a property such as an R-1 zoned property with a minimum lot size of 30,000 square feet could reduce the lot size using cluster development to 3,000 square feet.

When the existing developments that have used the clustering provisions were reviewed, it was found that though some could have maximized the minimum lot size, none did. In addition, the developments always included a significant range of lots size with only a portion of the lots being on the small end of the clustering allowance for minimum lot size. For example, the provision of open space in the Spyglass subdivision allowed the R-2 zoned property to utilize R-8 lot sizes of 3,000 square feet instead of 15,000 square feet. The resulting subdivision provided lots ranging in size from 4,900 to 15,158 square feet where over 80% of the lot sizes are greater than 10,000 square feet.

After reviewing how cluster development had been implemented over time the Planning Commission found there was not significant issue with how these sites had developed and largely found that they were developed in a context sensitive and appropriate manner. However, there remained concern on how a development might inappropriately group or place small lots on a property that may detrimentally impact an adjacent landowner. To address this outstanding concern, the following code revisions were recommended (additions underlined, deletions struck through):

21.03.060(c)(6) Where clustering is used in areas that are not otherwise limited by topography or other natural features, lots shall generally be organized where lots located near adjacent developments are designed with similarly sized lots or planned where open space, buffering and/or other tools such as building envelopes and setbacks can help minimize impacts on existing adjacent development.

NOTIFICATION REQUIREMENTS

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Notice of the public hearing was published on May 1, 2018, in the Grand Junction Sentinel.

ANALYSIS

In accordance with Section 21.02.140(c), an Application for an amendment to the text of this Code shall address in writing the reasons for the proposed amendment. No further criteria for review is provided. Staff has provided reasoning for the proposed amendments in the Background Section of this staff report. A summary of proposed revisions are provided below (additions underlined, deletions struck through):

21.03.060 Cluster Development

~~(a) To preserve environmentally sensitive areas, open space and agricultural lands, cluster development is encouraged.~~

(a) The purpose of Cluster Developments is to encourage the preservation of environmentally sensitive areas, open space and agricultural lands, while encouraging and providing the ability to develop at a density range supported by the Comprehensive Plan and those densities that are consistent with the property's zoning designation.

(c)(6) Where clustering is used in areas that are not otherwise limited by topography or other natural features, lots should generally be organized where lots are located near adjacent developments with similarly sized lots or should be planned where open space, buffering and/or other tools such as building envelopes and setbacks can help minimize impacts on existing adjacent development.

(i) Landscaping Buffering

~~(1) The perimeter of a cluster development which abuts a right-of-way shall be buffered. If the cluster development has the same zoning as the adjacent property, a perimeter enclosure in accordance with GJMC 21.06.040 may be required and/or some other form of buffering to be determined to be necessary to buffer the developed portion of the cluster from adjoining development. All, or a portion of, the open space shall be located between the clustered development and adjoining development.~~

(1) A perimeter enclosure in accordance with GJMC 21.06.040 may be required to create a visual barrier between the cluster development and adjoining development.

(2) The perimeter of a cluster development that abuts a right of way shall provide a buffer. The type of buffer should take in to account the future road classification, right of way width, and type of current and future development on adjacent properties.

(3) The project landscaping and buffer design shall be established as part of any preliminary subdivision plan approval.

FINDINGS OF FACT

Staff finds that the proposed amendments to the Zoning and Development Code assist in meeting the policy intent and goals of the City regarding the application of the Cluster Development provision.

FISCAL IMPACT:

There is no fiscal impact related to this code text amendment.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4804 amending Section 21.03.060 of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding cluster development on final passage and order final publication in pamphlet form.

Attachments

1. Ordinance Cluster Code Amendments

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21.03.060 OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING CLUSTER DEVELOPMENT

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

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 Zoning and Development Code amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Zoning and Development Code amendments are necessary to maintain effective regulations to implement the Comprehensive Plan.

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

The Zoning and Development Code is amended as follows (additions underlined, deletions struck through):

21.03.060 Cluster Development

~~(a) To preserve environmentally sensitive areas, open space and agricultural lands, cluster development is encouraged.~~

21.03.060 (a) The purpose of Cluster Developments is to encourage the preservation of environmentally sensitive areas, open space and agricultural lands, while encouraging and providing the ability to develop at a density range supported by the Comprehensive Plan and those densities that are consistent with the property's zoning designation.

21.03.060 (c)(6) Where clustering is used in areas that are not otherwise limited by topography or other natural features, lots shall generally be organized where lots located near adjacent developments are designed with similarly sized lots or should be planned where open space, buffering and/or other tools such as building envelopes and setbacks can help minimize impacts on existing adjacent development.

21.03.060(i) **Landscaping Buffering.**

~~(1) The perimeter of a cluster development which abuts a right-of-way shall be buffered. If the cluster development has the same zoning as the adjacent property, a perimeter enclosure in accordance with GJMC 21.06.040 may be required and/or some other form of buffering to be determined to be necessary to buffer the developed portion of the cluster from adjoining development. All, or a portion of, the open space shall be located between the clustered development and adjoining development.~~

(1) A perimeter enclosure in accordance with GJMC 21.06.040 may be required to create a visual barrier between the cluster development and adjoining development.

(2) The perimeter of a cluster development that abuts a right of way shall provide a buffer. The type of buffer shall take in to account the future road classification, right of way width, and type of current and future development on adjacent properties.

(3) The project landscaping and buffer design shall be established as part of any preliminary subdivision plan approval.

The remainder of the Zoning and Development Code remains in full force and effect and is not otherwise modified by this Ordinance except as set forth herein.

Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: June 6, 2018

Presented By: Ken Watkins, Fire Chief

Department: Fire

Submitted By: Ken Watkins

Information

SUBJECT:

Resolution to Transfer Assets to the Fire and Police Pension Association of Colorado (FPPA) Defined Benefit System and File the Certification of Compliance for Partial Affiliation of the Fire Department Under the FPPA Defined Benefit System

RECOMMENDATION:

Staff recommends adoption of the proposed Resolution authorizing and directing the City Manager to transfer assets to the FPPA Defined Benefit System in lieu of maintaining coverage for certain employees under the City's Fire Retirement Plan.

Authorize filing of the Certification of Compliance in support of irrevocable coverage under the FPPA Defined Benefit System administered by the Fire and Police Pension Association for partial affiliation of the Grand Junction Fire Department.

EXECUTIVE SUMMARY:

On February 7, 2018, City Council approved non-binding resolutions requesting coverage under FPPA for Fire and Police Department employees currently covered under the City of Grand Junction Fire and Police Retirement Plans. This Council action provided formal notification to the FPPA Board of Directors of the City's interest in exploring FPPA coverage and partially transferring assets of the City's Fire and Police Retirement Plans to the FPPA Defined Benefit System.

Eligible employees were provided information and education on the different retirement options and then required to complete an FPPA and City form to determine individual interest and whether the City threshold requirement could be met. The Fire Department met the 30% threshold set by the City to move forward with affiliation and

the Police Department did not.

The final steps to complete the plan affiliation process includes approval by City Council of the binding resolution to transfer assets for those Fire Department employees who elected coverage under FPPA and filing of the Certification of Compliance in support of coverage under the FPPA Defined Benefit System.

BACKGROUND OR DETAILED INFORMATION:

The Fire and Police Pension Association of Colorado was established January 1, 1980, and administers a statewide multiple employer public employee retirement system providing defined benefit plan coverage for police officers and firefighters throughout the State of Colorado. FPPA also administers the statewide death and disability plan for firefighters and police Officers, which the City is currently a member.

Fire and Police employees are currently in the City's Money Purchase Retirement Plan administered through the International City Manager's Association Retirement Corporation (ICMA-RC). The City previously evaluated FPPA as a retirement option for sworn public safety employees in 2006 and 2012 but elected not to move forward at those times.

Representatives of the City's Fire Retirement Board expressed an interest in evaluating the partial entry option for eligible fire employees. Partial entry allows existing employees to individually choose to either remain covered by their employer's money purchase retirement plan or join the FPPA system. Partial entry only applies to existing employees; if the City affiliates with FPPA all new employees will have FPPA retirement coverage upon employment. The following steps have occurred:

September 12, 2017 - FPPA representatives presented information at the City's Joint Retirement Board meeting comprised of representatives from fire, police, and general employees.

October 5, 2017 - The Fire Retirement Board requested, with a unanimous vote, to continue the process of evaluating FPPA retirement options for eligible Fire Department employees.

December 18, 2017 - FPPA representatives made a presentation to City Council on the FPPA retirement plans and the process for affiliation.

January 8, 2018 - The Police Retirement Board voted to also continue the process of evaluating FPPA retirement options for eligible Police Department employees.

February 7, 2018 - City Council approved non-binding resolutions requesting coverage under FPPA for Fire and Police Department employees currently covered under the

City of Grand Junction Fire and Police Retirement Plans. This Council action provided formal notification to the FPPA Board of Directors of the City's interest in exploring FPPA coverage and partially transferring assets of the City's Fire and Police Retirement Plans to the FPPA Defined Benefit System.

In April and May, group and individual informational sessions were provided so that each eligible employee could make an informed decision on which plan was best for them. A "Disclosure Statement" was provided to each current employee participating in the City of Grand Junction Fire and Police Retirement Plans. This statement explained and compared the benefits currently provided by the City's current Fire and Police Retirement Plans and the benefits offered by the FPPA Defined Benefit System.

Each eligible Fire and Police employee was required to complete and submit (by noon on May 18th) both an FPPA "Member Form for Election of a Pension System" and a City "Member Form for Election of a Pension System" that served as a ballot. Eligible employees had the option of electing to either: 1) continue participation in the City's Fire or Police Retirement Plan or 2) elect coverage under the FPPA Defined Benefit System.

A threshold was established that at least 30% of eligible Fire employees and 30% of eligible Police employees would need to choose to move to FPPA in order for the move to occur. The City Clerk's Office tallied the forms and the results indicated that 71.8% of eligible Fire Department employees voted in favor of affiliating with FPPA and 8% of eligible Police Department employees voted in favor of affiliating with FPPA. The Fire Department will move forward with affiliation and completion of the final steps.

The final steps to complete the plan affiliation process include:

1. Formal approvals by City Council of the binding resolution to:
 - a. transfer the 401(a) assets for those Fire employees who elected coverage under the FPPA Statewide Defined Benefit System to FPPA
 - b. request irrevocable coverage under the FPPA Defined Benefit System
2. Filing the Certification of Compliance in support of an application of coverage under the FPPA Defined Benefit System.

Final approval by the FPPA Board of Directors is also required, which is scheduled to be on the July 26, 2018 FPPA Board agenda. After final approvals, considerable administrative tasks will be required to transfer the fund assets and enroll employees in their choice of FPPA plans. Ongoing payroll contributions to FPPA will begin in September after the plan implementation date of September 9, 2018. New sworn Fire employees hired on or after the implementation date will automatically go into the

recommended Statewide Defined Benefit Plan.

As part of this transition and to help off-set employee contribution costs for the FPPA Defined Benefit System, the City has elected to fully cover the cost of the FPPA Death and Disability Plan for eligible Fire Department employees.

FISCAL IMPACT:

No fiscal impact with this resolution and the filing of the Certification of Compliance. The transfer of assets from the City's Fire Retirement Plan could have a negative effect on the City's other retirement Plans. However, given the likely long-term viability of these plans, it is anticipated that Fire withdrawal will have a negligible impact on the City's remaining retirement plans.

Over the long term the City could realize a savings from the lower cost employer contribution rate to FPPA, a reduction of 2.65% (\$163,203). To help off-set this cost to the employee, the City will cover the full 2.70% cost of FPPA Death and Disability. Currently these costs are shared with the City paying 1.35% and the employee paying 1.35% (\$91,246). This benefit is applied to all eligible Fire Department employees, not just employees moving to FPPA. The resulting net savings is \$71,957 annually.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 34-18, a resolution authorizing and directing the City Manager to transfer assets to the Fire and Police Pension Association of Colorado (FPPA) defined benefit system for partial affiliation of certain fire department employees and for the filing of the certification of compliance under the FPPA Defined Benefit System for partial affiliation of the Grand Junction Fire Department.

Attachments

1. Resolution - FPPA Certification of Compliance

RESOLUTION NO. __-18

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO TRANSFER ASSETS TO THE FIRE AND POLICE PENSION ASSOCIATION (FPPA) DEFINED BENEFIT SYSTEM FOR PARTIAL AFFILIATION OF CERTAIN FIRE DEPARTMENT EMPLOYEES AND FOR THE FILING OF THE CERTIFICATION OF COMPLIANCE UNDER THE FPPA DEFINED BENEFIT SYSTEM FOR PARTIAL AFFILIATION OF THE GRAND JUNCTION FIRE DEPARTMENT

RECITALS:

Pursuant to Colorado Revised Statutes 31-31-1101 and 31-31-1103 the City of Grand Junction may elect to cover all newly hired Firefighters under the Fire and Police Pension Association (FPPA) Defined Benefit System administered by FPPA in lieu of coverage under the City of Grand Junction, Grand Junction Fire Department Money Purchase Plan presently administered by ICMA-RC.

After full and careful deliberation, the City Council of the City of Grand Junction has determined that all newly hired Firefighters meeting the definition of "Member" under and as defined by C.R.S. 31-31-102 participate in the Statewide Defined Benefit Plan beginning on the Effective Date for New Hires, as defined herein.

In accordance with and pursuant to C.R.S. 31-31-1101(3.5) and 31-31-1103(1)(c.5), all current members of the City of Grand Junction, Grand Junction Fire Department Money Purchase Plan have individually considered and elected to participate in the FPPA Defined Benefit System or remain in the City of Grand Junction, Grand Junction Fire Department Money Purchase Plan.

At a duly noticed and lawfully convened meeting on February 7, 2018 at which time the City Council expressed its intent to consider affiliation and now on June 6, 2018 at which time the City Council affirms that intent and authorizes and directs the City Manager to proceed with the affiliation, the City Council of the City of Grand Junction, hereafter "Employer" resolves that the following are necessary, reasonable and proper actions consistent therewith.

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

1. The City of Grand Junction affirms its request that the effective date of coverage be September 9, 2018.
2. The Employer has offered the Members who are active prior to the Effective Date for New Hires the option of participating in the Statewide Defined Benefit Plan.
3. The Member and Employer contribution rates to the Statewide Defined Benefit Plan, Statewide Hybrid Plan, Statewide Hybrid Plan - Money Purchase Only Component and Local Money Purchase Plan on the effective date of entry, for Members who are

active prior to the Effective Date for New Hires shall be as indicated on Exhibit A of this resolution.

4. The City of Grand Junction elects to cover all Members hired on or after the Certification of Compliance designated by the Employer (known herein as the Effective Date for New Hires), under the Statewide Defined Benefit Plan at the contribution rate set forth in Exhibit B.

5. a. The Employer intends to transfer all of the current active Members' account balances who elected to affiliate with FPPA to the Money Purchase Component of the Statewide Hybrid Plan.

b. The Employer does not intend to transfer the retired Members' account balances to the Money Purchase Component of the Statewide Hybrid Plan.

c. The Employer does not intend to transfer the 100% vested Inactive Members' account balances to the Money Purchase Component of the Statewide Hybrid Plan.

6. The Members' Employer accounts shall be 100% vested upon transfer to the FPPA Defined Benefit System.

7. The Local Money Purchase Plan does provide for loans to plan members. Loans to plan members shall be transferred to the Money Purchase Component as part of the transfer of assets of the Local Money Purchase Plan, subject to approval and acceptance by FPPA.

8. The Employer acknowledges that the election for coverage under the FPPA Defined Benefit System is irrevocable once the final Certification of Compliance is filed by the Employer and approved by FPPA.

9. In addition to this Resolution, the City understands that it must make the certifications contained in the "Form of Certification of Compliance" attached hereto as Exhibit C; once completed by the Employer the Certification is final. Entry into the FPPA Defined Benefit System is not complete and final until the Certification is made and filed with FPPA.

10. The City, in conjunction with the FPPA, prepared a disclosure statement which generally compared the provisions of the Local Money Purchase Plan and the Plan or Plans offered under the FPPA Defined Benefit System, as applicable. The disclosure statement was submitted to and approved by FPPA and distributed to all eligible members prior to the deadline for making individual elections.

11. In conjunction with FPPA, the City provided a procedure for eligible employees/members to make individual selections of plan options pursuant to the rules and procedures established by FPPA.

The City understands that upon acceptance of the Certification of Compliance for coverage under the FPPA Defined Benefit System all future members of the Fire

Department will be covered under the Statewide Defined Benefit Plan of the FPPA Defined Benefit System.

That this resolution authorizing and directing the City Manager transfer assets to the Fire and Police Pension Association (FPPA) defined benefit system for partial affiliation of certain fire department employees and for the filing of the certification of compliance under the FPPA defined benefit system for partial affiliation of the Grand Junction Fire Department of intent shall be certified and transmitted to FPPA for processing in accordance with all applicable law and regulations as part of the application process.

PASSED AND ADOPTED this _____ day of _____ 2018.

President of the City Council

ATTEST:

City Clerk

EXHIBIT A

Contribution Rate Schedules for Members hired prior to the effective date of entry

Statewide Defined Benefit Plan – Contribution Rate Schedule - Reentry Members

	1	2	3	4	5	5
<i>Effective January 1 of Year</i>	<i>Mandatory Minimum Member Contribution Rate</i>	<i>Additional Required rate for reentry members</i>	<i>Total Member Contribution Rate</i>	<i>Employer Contribution Rate</i>	<i>Total Required Rate for Reentry Members</i>	<i>Portion of the member contribution to be paid "after-tax"</i>
2018	10.65%	3.35%	14.0%	8.0%	22.00%	3.35%
2019	10.65%	3.85%	14.5%	8.0%	22.50%	3.85%
2020	10.65%	4.35%	15.0%	8.0%	23.00%	4.35%
2021	10.65%	4.85%	15.5%	8.0%	23.50%	4.85%
2022 and thereafter	10.65%	5.35%	16.0%	8.0%	24.00%	5.35%

Statewide Hybrid Plan - Contribution Rate Schedule - Reentry Members

1.	2.	3.	4.
<i>Member Contribution Rate</i>	<i>Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate for Reentry Members</i>	<i>Portion of the Member Contribution Rate noted in column 1 to be paid "after-tax"</i>
10.65%	8.0%	18.65%	0%

Note: The minimum mandatory rate for the Statewide Hybrid Plan is 8% member and 8% employer; however, a higher rate is accepted.

All contribution rates for the FPPA Plans are calculated on the member's base salary as defined in FPPA Rule 101.05.

Local Money Purchase Plan - Contribution Rate Schedule - Reentry Members

1.	2.	3.	4.
<i>Member Contribution Rate</i>	<i>Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate for Reentry Members</i>	<i>Portion of the Member Contribution Rate noted in column 1 to be paid "after-tax"</i>
10.65%	10.65%	21.3%	0%

EXHIBIT B

Contribution Rate Schedule for Members Hired *After the Effective Date of Reentry*

Statewide Defined Benefit Plan - Contribution Rate Schedule

	1.	2.	3.
<i>Effective January 1 of Year</i>	<i>Mandatory Member Contribution Rate</i>	<i>Mandatory Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate</i>
<i>2018</i>	<i>10.0%</i>	<i>8.0%</i>	<i>18.0%</i>
<i>2019</i>	<i>10.5%</i>	<i>8.0%</i>	<i>18.5%</i>
<i>2020</i>	<i>11.0%</i>	<i>8.0%</i>	<i>19.0%</i>
<i>2021</i>	<i>11.5%</i>	<i>8.0%</i>	<i>19.5%</i>
<i>2022 and thereafter</i>	<i>12.0%</i>	<i>8.0%</i>	<i>20.0%</i>

EXHIBIT C

Form of Certification of Compliance

In order to comply with Colorado Revised Statutes 31-31-1101 it is necessary for the City to certify the following to the FPPA Board of Directors:

- a) the City of Grand Junction Fire Department's Local Money Purchase Plan meets the qualification requirements of the Federal "Internal Revenue Code of 1986" that are applicable to governmental plans;
- b) by separate action the City has adopted a Resolution to partially terminate participation in the Local Money Purchase Plan on the Effective Date of Resolution No. ___-18 (FPPA Resolution) in accordance with the terms of that plan;
- c) the Resolution partially terminating participation does not adversely affect the qualified status of the Local Money Purchase Plan;
- d) the rights of the members in the Local Money Purchase Plan who were affected by the partial termination of the Local Money Purchase Plan to benefits accrued to the date of termination are non-forfeitable;
- e) active Members in the Local Money Purchase Plan who have so elected (the Transferred Members), as of the Effective Date shall become Members in the FPPA Defined Benefit System;
- f) the Employer will transfer or cause to be transferred to the FPPA Defined Benefit System all assets of the Local Money Purchase Plan that are attributable to the accrued benefits of the Transferred Members, pursuant to the procedure established by the Board;
- g) all Employer and employee contributions required to be made to the Local Money Purchase Plan as of the date of the partial termination have been made;
- h) transferred Members in the Local Money Purchase Plan shall not incur a reduction in their account balances in their Local Money Purchase Plan, determined as of the Effective Date, as a result of their transfer to the FPPA Defined Benefit System. For vesting purposes with regard to the Local Money Purchase Plan account balances and with regard to the Money Purchase component of the FPPA Defined Benefit System, years of service in the Local Money Purchase Plan shall be combined with Years of Service in the Money Purchase Component of the FPPA Defined Benefit System. For vesting purposes with regard to the Defined Benefit component of the FPPA Defined Benefit System, Years of Service Credit shall be based upon service credit either earned or purchased while in the FPPA Defined Benefit System; and

i) the Employer agrees to participate in the FPPA Defined Benefit System and to be bound by the terms of the FPPA Defined Benefit System and the decisions and actions of the Board with respect to the FPPA Defined Benefit System.

j) All Members hired on or after [date: either the Effective Date or an earlier date after this filing of the Certification of Compliance, designated by the Employer], the Effective Date for New Hires, shall participate in the FPPA Defined Benefit System, as previously determined by the Employer.

k) There are no outstanding loans, liens, assignments, court order including domestic relationship orders, or other types of encumbrances of any nature against any funds transferred to the Statewide Defined Benefit System by the Trustee of the local money purchase plan, except those loans to plan members as described on Exhibit D. The employer will notify FPPA at the time of transfer of any pending domestic relationship orders.

EXHIBIT D

Loans to Plan Members

(Preparer may use a spreadsheet format)

For each loan, please list the following information:

Member Name:

Social Security Number:

Loan ID:

Interest Rate:

Origination Date:

First Payment Date:

Payments per Year:

Payment Frequency (Q/M/B/W/2/3/4):

Total number of Payments:

Regular Payment Amount:

Home Loan or General Loan:

Total Original Loan Amount:

*Original Loan Amount (Source/Amount/Fund) (if reinv. Type 1):

Principal Balance on Valuation Date:

*Only needed if the Plan allowed loans from multiple sources. If the participant's loan came from multiple sources (such as Employee and Employer), indicate how much came from each source. This enables Fidelity to calculate what percentage of the loan repayment goes back to each source. This should add up to the "Total Original Loan Amount".

WEGENER SCARBOROUGH YOUNGE & HOCKENSMITH LLP

a limited liability partnership of
ATTORNEYS & COUNSELORS

743 HORIZON COURT
SUITE 200
GRAND JUNCTION, CO 81506

BENJAMIN M. WEGENER
BEN@WEGSCAR.COM
970-242-2645, EXT. 203

June 4, 2018

***Via Email to johns@gjcity.org &
Via U.S. Mail, Postage Prepaid, To:***
Mr. John Shaver, Esq.
Grand Junction City Attorney's Office
250 N. 5th Street
Grand Junction, Colorado 81501

Re: *The Proposed Weeminuche Subdivision & Ordinance No. 2842*

Dear Mr. Shaver:

As you know from my previous correspondence, I represent Rick and Jan Warren (“the Warrens”). In this regard, the Warrens have opposed all recent attempts to approve the Weeminuche Subdivision, and that opposition has been successful to date. However, the proponents of the Weeminuche Subdivision have decided to take a different approach to obtain the approval of that Subdivision. This approach is to have City Ordinance No. 2842 repealed as this Ordinance currently precludes a Subdivision of this nature from being located in the area proposed.

Unfortunately, and despite great opposition to the repeal of Ordinance No. 2842, the Planning Commission has given its approval for its repeal, which I believe was mostly due to erroneous statements given to the Planning Commission. In this regard, during the recent Planning Commission Meeting, Commissioner William Wade made the statement that he had inquired with about the Ordinance and whether it is still valid given the City's Comprehensive Plan. According to Commissioner Wade, you informed him that Ordinance No. 2842 was now invalid as it was contradictory to Goal 1(B) of the City's Comprehensive Plan.

Goal 1(B) states that the “Comprehensive Plan will prevail when area plans, adopted prior to the Comprehensive Plan, are inconsistent with the Comprehensive Plan.” However, Ordinance No. 2842 is a City ordinance, not a prior plan, and as such, that comment is factually incorrect. In addition to this, and as you should know, the City's Comprehensive Plan has no legal force or effect and is only advisory in nature. In support of this, the Colorado Supreme

Court has stated that “conceptually, a master plan is a guide to development rather than an instrument to control land use” and a master plan is “generally held to be advisory only.” *Bd. of Cty. Comm’rs v. Conder*, 927 P.2d 1339, 1345 (Colo. 1996). Thus, the City cannot argue that its Comprehensive Plan somehow invalidates Ordinance No. 2842; instead, Ordinance 2842 invalidates the City’s Comprehensive Plan for that area.

With that being said, at the May 8, 2018 Planning Commission Meeting, the property that would be the subject of the proposed Weeminuche Subdivision was described as “a ‘planned zone without a plan’ [that] must be zoned as determined by the governing body to conform to the Comprehensive Plan and current standards of the Code.” However, for the reasons discussed above, that is completely incorrect and that statement is as near to a blatant misrepresentation as one could get. The fact of the matter is that Ordinance No. 2842 has not been repealed and the property it covers does in fact have a “plan.” Therefore, I am compelled to once again write to remind you and the City of this and advise you that if the City continues to take the action it is proposing, over the objections and detriment to many residents of the City of Grand Junction, swift and significant action will be taken against the City.

There is a “Plan” for the Property

As stated in our previous correspondence to you, the real property that would comprise the proposed Weeminuche Subdivision was formally annexed to the City of Grand Junction on May 3, 1995, pursuant to Ordinance Number 2842. As part of the annexation of this particular parcel, the City of Grand Junction zoned it as PR, but with a density equivalent to RSF-2. The City of Grand Junction also determined that a higher density would be located toward the eastern edge of the real property and a lower density toward the western edge of the property. This is important to point out again because the proposed Weeminuche Subdivision would be located toward the western edge of the real property that was annexed to the City of Grand Junction in May of 1995. Thus, under Ordinance No. 2842, the property that comprises the Weeminuche Subdivision is required to have a lower density. In fact, in correspondence about the annexation of this real property, Mr. Mark Achen, the City Manager at the time, stated that this real property would have to have a minimum lot size of 21,500 square feet, which is approximately 1/2 acre lots.

That being said, the City of Grand Junction has already agreed that the real property that would be the subject of the proposed Weeminuche Subdivision would have the density equivalent of RSF-2. I must point this out again because Mesa County's Land Development Code indicates that property zoned as RSF-2 is property that "is primarily intended to accommodate medium-low density, single family residential development, and to provide land use protection for areas that develop in such a manner." This is also important to note because in 1995, the City Manager at the time stated that only 220 lots would be the maximum amount permissible under the RSF-2 zoning classification for any development on the real property comprising the proposed Weeminuche Subdivision.

While the property in question was required to have the density equivalent of property zoned as RSF-2 under Mesa County's Development Code, the City of Grand Junction has since moved to a different zoning classification, and similar properties would now likely be zoned as "R-2." In this regard, the "R-2" classification is similar to the RSF-2 classification, but they still differ. The stated purpose of the R-2 classification is "[t]o provide areas for medium-low density, single-family residential uses where adequate public facilities and services exist." In fact, City zoning rules state that property zoned R-2 cannot have more than two (2) units an acre. Thus, while RSF-2 and R-2 are similar, they differ because while R-2 limits the maximum density to no more than 2 units an acre, the lot size for each unit could be smaller than ½ an acre, but RSF-2 would require each lot to be approximately ½ acre, or 21,500 square feet.

This is important to note because in the plan for the proposed Weeminuche Subdivision, only 7 of the 303 single-family homes to be constructed in this Subdivision are on a ½ acre or larger. As such, this proposed Subdivision is not in conformance with the original annexation agreement for this real property and the classification given to it as part of Ordinance Number 2842. In other words, when the original classification of the real property is taken into consideration, along with the fact that the City of Grand Junction must also consider such things as public rights-of-way, open spaces, and wetlands, the proposed Weeminuche Subdivision far exceeds the permitted use and zoning for the area. Therefore, it is extremely surprising that the City is now taking the position that this area is subject to a plan that is not really a plan for development.

Furthermore, and as stated above, the proposed Weeminuche Subdivision currently calls for the construction of 303 single-family homes. It is again surprising that this many lots have been proposed because it contradicts the original zoning classification for medium-low density development. In this regard, and as stated above, the real property comprising the Weeminuche Subdivision was to have a density equivalent of RSF-2, as Ordinance Number 2842 requires. In fact, Ordinance Number 2842 states that the real property annexed to the City of Grand Junction in 1995 was to have a higher density located toward the eastern edge of the real property and a lower density located toward the western edge of the property. This is important to note because historical data indicates that the development of this real property was to have an average of 1.4 units an acre to the east (Paradise Hills Subdivision) and move to 3.64 units per acre to the west. In other words, the real property comprising the proposed Weeminuche Subdivision should only have a home built every 3.64 acres. Additionally, it must also be remembered that Mr. Achen's June 1, 1995 correspondence specifically rejected the notion that this real property could support 300 homes, and he indicated that the number of homes that could be built in this area would be far less. Thus, one can only guess the reason that the City of Grand Junction is now taking a different position, elevating the wishes of one developer over the rights and objections of numerous residents.

Besides the foregoing, I must also reiterate to you and the City Council that the construction of 303 single-family homes in this area would have a drastic impact on public facilities and services. In fact, the drastic effects that the construction of a large amount of single-family homes would have on this area was identified long ago by the City of Grand Junction. As stated above, Mr. Achen's best estimate for the development of this area, given how the property was zoned, would be for the construction of 220 single-family homes. While 220 lots was an estimate as to the maximum amount of homes that the area could sustain, it is far less than the 303 currently proposed (given the property, the wetlands thereon, the current infrastructure, etc., the maximum amount of lots that the area could sustain would likely be much lower than 220). These concerns were identified by the Planning Commission last year when it voted to disallow the proposed Weeminuche Subdivision. However, these concerns now appear to have been set aside, raising a lot of questions.

Buffer Zone

With that being said, the seventh goal of the City of Grand Junction's Comprehensive Plan states that when new development is adjacent to existing development of a different density/unit type and/or land use type, an appropriate transition should occur to act as a buffer. If the proposed Weeminuche Subdivision is approved, it would act to contradict the City of Grand Junction's Comprehensive Plan as there would be a very abrupt transition between an urban and rural setting. This is also important to point out since it would appear that Ordinance Number 2842 was created to prevent this from occurring as it would be read to require that a substantial buffer zone was to be maintained between the urban areas of Grand Junction and the rural/agricultural land that currently exists in this area.

In addition to the City of Grand Junction's Comprehensive Plan requiring the use of buffer zones to smooth the transition between urban and rural areas, Mesa County's RSF-2 zoning rules require the same buffer zones. While the City has now annexed this property and implemented a new zoning classification, the County's zoning ordinances that were in place at the time the property was annexed "intended to accommodate medium-low density, single-family residential development and to provide "land use protection for areas that develop in such a manner."

Accordingly, both the City's Comprehensive Plan and the County's zoning ordinances act to require buffer zones between urban and rural areas. This is important to note because the homeowners in this area have enjoyed the separation between their rural lifestyle and the urban development of Grand Junction. If the development of the Weeminuche Subdivision proceeds due to the repeal of Ordinance No. 2842, property values will fall and these homeowners will lose the enjoyment of the rural lifestyle that they have come to enjoy. The Warrens, as well as many other homeowners in the area, are perplexed as to why the City seeks to contradict its own Comprehensive Plan, but also the County's zoning ordinances, both of which create the same requirements of a buffer zone between rural and urban areas in the Grand Junction area.

Ordinance 2842 is Still in Effect

The Warrens had believed that this matter had concluded last December when the owners of the land comprising that proposed Subdivision had pulled their application from the City's consideration (as you know, this was done only after the Subdivision was rejected by the Planning Commission even though Ordinance 2842 remained in place through the whole process, raising real questions about the City's enforcement of its own ordinances). However, it now appears that the City is taking active steps to help those owners complete their proposed Subdivision by working with them to rezone the proposed development in order to subvert Ordinance No. 2842, which would pave the way, so to speak, for the approval of the Weeminuche Subdivision.

However, in 1995, the appropriate decision to limit the development of the land comprising the Saccomanno Girls' Trust in accordance with Ordinance No. 2842 was reached. Any change or repeal of this ordinance would deteriorate the City's intent to respect the requirements of the Trust when the land in question was annexed. Further, any such attempt to rezone the property to subvert the effect of Ordinance No. 2842 would be contrary to the City's 1995 promise to limit any development to a maximum of 220 units on the Trust's property.

While the Planning Commission has recently taken the position that the alleged lapse in the proposed development after 2008 allows it to rezone the property in order to have it "conform under the Comprehensive Plan and the current standards of the code." However, the Commission has clearly disregarded the requirements of the Comprehensive Plan, the prior promises to the land trust and surrounding neighbors, and failed to enforce its own ordinances. The Comprehensive Plan requires that any new development adjacent to existing development of a different density/unit type and/or land use type, an appropriate transition should occur to act as a buffer. The 1995 promises to the land trust and surrounding neighbors dictated that development on the property would be capped to 220 units. Ordinance No. 2842 restricted the property to the RSF-2 zoning classification which reflected these promises and the City's Comprehensive Plan. If the proposed Weeminuche Subdivision is allowed to develop, it will obliterate each of these promises made by the City to its residents. Furthermore, it is not the fault of any homeowner or resident in this area that caused the lapse in the proposed development of the property after 2008 as that lapse was caused by the developer. However, if the proposed Weeminuche Subdivision is allowed to proceed, the developer will benefit from his/her dilatory actions while the City would be rubber stamping the substantial harm to the homeowners and residents in this area.

If the City goes back on its promise to limit the maximum number of units to be developed on the property in question to 220 units, the area in which the Warrens reside will experience a drastic increase in population, noise, and traffic congestion, among other things. Further, the homes that will be built in that development will be significantly less valuable than

what is currently built in that area, and this development will obstruct the pristine views many current residents have in that area. In other words, if the City rezones the property to subvert Ordinance No. 2842 in order to allow for the development of more than 220 units as the City has previously agreed, the City's actions will decrease property values and deprive many of the use and enjoyment of their property.

Homeowner Expectations

In short, the Warrens oppose the proposed Weeminuche Subdivision and reject the Planning Commission's contention that the 1995 PR-2 zoning classification had no specifically defined development requirements or characteristics. To the contrary, the Warrens have repeatedly provided the City with detailed development requirements and characteristics as referenced above. The Warrens also oppose the Planning Commission's argument that "the property presently exists as a 'planned zone without a plan' and must be zoned as determined by the governing body, to conform to the Comprehensive Plan and current standards of the Code." This is because the Warrens have demonstrated that the property does have a "plan," as discussed above, and they reject the notion that a rezoning of the property to comply with the current standards of the code is required.

With that in mind, I do want to again point out that last year the Planning Commission did not recommend the approval of the Weeminuche Subdivision for a number of reasons, but it appears that certain influential City employees continue to help push this Subdivision through. However, if the City continues to act in a manner that is in derogation to Ordinance 2842, as well as the overwhelming opposition to the proposed Weeminuche Subdivision from residents in the area of it, the Warrens, and possibly many others, will need to file suit against the City.

Yours very truly,

**WEGENER, SCARBOROUGH YOUNGE &
HOCKENSMITH, LLP**

/s/ Benjamin M. Wegener

By Benjamin M. Wegener

/bmw

1 June 2018

TO: Members of the Grand Junction City Council
RE: We vigorously oppose proposed rezone of Weemunuche Subdivision
250 N 5th St
Grand Junction CO 81501

We are writing to oppose the proposed plan to rezone the 151.18 acre Weeminuche Subdivision. This proposed rezoning is quite simply an attempt to nullify Ordinance 2842 (Figure 1), a visionary contractual compromise created by the City between residents and original landowner during incorporation in 1995 to guarantee proper development of neighborhoods within the northernmost reaches of the City. City Council Members are sworn to "support the Constitution of the United States, . . . , and the Charter and ORDINANCES of the City of Grand Junction. . . ". We ask you to support Ordinance 2842, VALID STATUTE which carries the force of law, and therefore reject this proposal that has a sole purpose to nullify it.

Article 14 of the US Constitution states "Life and Liberty are Secure Only so Long as the Right to Property is Secure". The proposed rezone is opposed by a vast majority of current residents. Development plans were strongly opposed at Neighborhood Meetings in 2007, 2017, and 2018. In the packet for 8 May 2018 meeting of Planning Commission are 6 comments written at Neighborhood Meeting (p. 157-159), and 48 communications from residents (p. 175-244), ALL opposing rezoning. These written communications include statements from the two prominent organizations within the neighborhood, Holy Family School and Immaculate Heart Church. Like the vast majority of residents that we've spoken to, whether recently arrived or resident here for more than 50 years, we moved here in 2001, attracted by the rural character, assured by Ordinance 2842 that it would remain so. We ask you to support this unified voice of residents that compromised their request to retain rural zoning in accepting the compromise of transition from suburban to rural that Ordinance 2842 defines. This neighborhood retains the same character now that it had in 1995.

Requirements of Ordinance 2842 are quite clear, documented by the City soon after passage. Yet the City has consistently dishonored its own Ordinance 2842, describing it in 8 May 2018 packet (p. 165) as "planned zone without a plan" that "must be zoned as determined by the governing body, to conform to the Comprehensive Plan and current standards of the Code". We dispute the veracity of this assertion, presented to Planning Commission as fact, as well as statements from City Attorney's office cited by Commissioner Wade during 8 May meeting, all unfairly biasing the Commission against Ordinance 2842. Since 2007 the City has failed in its responsibility to require development according to this compromise PD, instead illegally transforming Ordinance 2842 into a totally inappropriate development plan in 2008 and now proposing to nullify it. Against such callous, deceitful and unconstitutional action by the City, we will defend our neighborhood by court action if rezoning nullifies the ordinance that was created by thoughtful and constitutional consideration of residents in 1995 by the City. Many of the more than 1000 property owners within 1/2 mile of the proposed development will probably wish to join us. We will be literally fighting for (quality of) our lives, expecting 400 homes to be built if rezoning is approved, forever destroying the character of our neighborhood, but providing \$3.25M in standard fees as a starter for City coffers. Residents would, so to speak, be sold down the Highline Ditch to cover the Zip Line across the River. Does this sound like "the Most Livable Community West of the Rockies"?

A most important constitutional responsibility of our City Council is to provide a check and balance to City government as our elected representatives to the City, equivalent to the three

separate branches of Federal and State Government. The original land owner wanted development at a density nearly identical to those proposed since 2007, and residents wanted to retain their rural zoning, 5-35 acres per dwelling. The compromise enacted by the City in 1995 balanced the wishes of the original land owner with those of residents as Ordinance 2842. Why would the City Council abrogate such a fair and balanced ordinance, which it is sworn to support, in favor of rezoning without a plan, especially when the latest development plan was rejected by Planning Commission in September?

By honoring the City's thoughtful consideration of residents in 1995 as our elected representatives, you can satisfy residents by requiring the City to follow Ordinance 2842, a plan that simply requires grading densities between agricultural lands surrounding on more than 80% of its perimeter (Figure 1). This plan is innovative planned development that would serve as a model example for Goals 5 and 7 and for the overall goal of the Comprehensive Plan to become "the Most Livable Community West of the Rockies". The latest development plan proposed by the City was rejected by Planning Commission (Figure 2), who cited density that would be too high for existing infrastructure, highly threatening our safety and well being. We residents compromised to accept degradation of our rural neighborhood under the provisions of Ordinance 2842. The original landowner has received \$8M from this compromise, and the City has received a 30 acre parcel from the original landowner, plus fees and taxes from development. The proposal to rezone would leave us with NOTHING. We ask the City to do what is fair and proper for residents of this lovely edge of the City by simply honoring visionary Ordinance 2842 and rejecting this proposed rezoning.

Jan and Richard Warren
2622 H Road
Grand Junction, CO 81506

Ordinance 2842: *The following properties are zoned PR (with a density equivalent to RSF-2) and with a requirement that higher density locate towards the eastern edge & lower density locate towards the western edge of the properties:* (legal description follows)

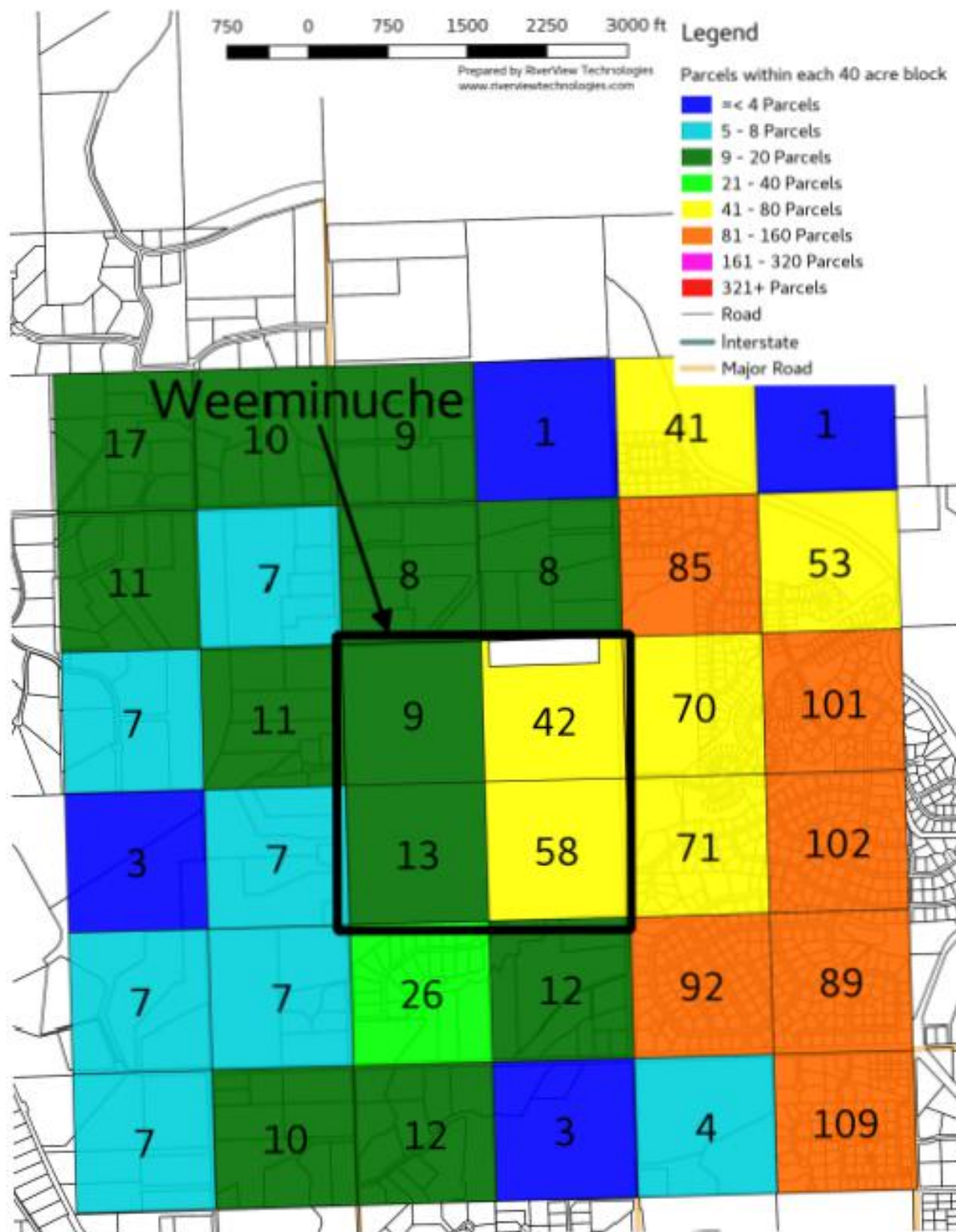


Figure 1. Number of parcels for each 40 acre tract calculated for 151.18 acre Weeminuche subdivision to match average for three immediately adjacent 40 acre tracts outside subdivision.

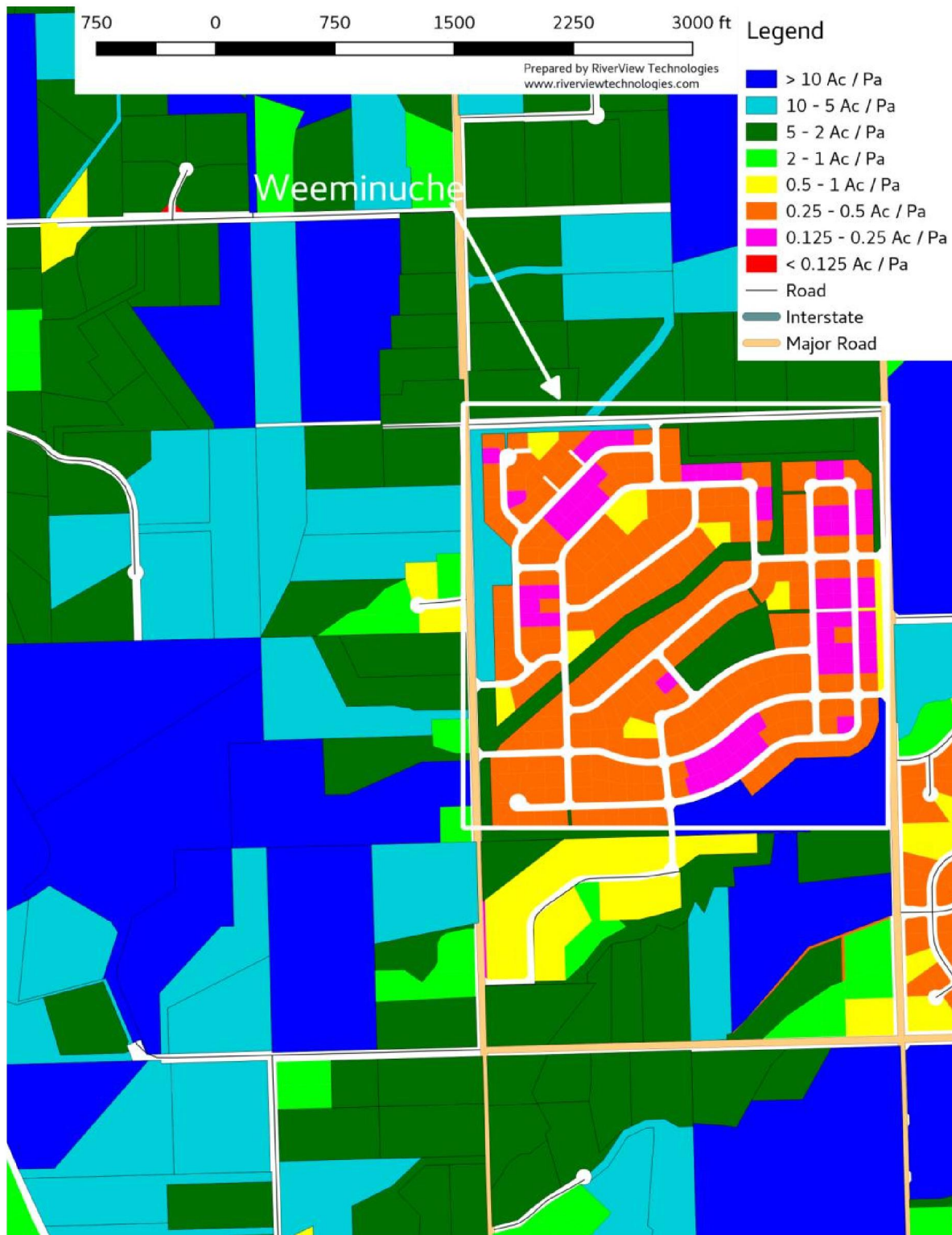


Figure 2. Parcel density rejected in September 2017 by Planning Commission for 151.18 acre Weeminuche subdivision, 303 total parcels. No diversity (Goal 5 of Comprehensive Plan), and no transition (Goal 7). All lots are smaller than RSF-2 minimum (0.494 acre).

June 5, 2018

Dear City Council members,

I am writing to express my concerns regarding the rezoning of the 26 Rd LLC property to be heard tomorrow night. This development request has been a long process, finally getting to the point for council to hear. As an adjacent neighbor to the property, I still have multiple concerns about the project.

First, this parcel is the nicest piece of land in the north area of Grand Junction yet to be developed. And even though, I have enjoyed the open field and unobstructed views, I moved here knowing it was eventually going to be developed. The planned development (which has since lapsed) was a well thought out design with open green areas, significant walking paths, and mixed density housing tapering from southeast to northwest; appropriately blending with the surrounding neighbors. It was a development that would have enhanced north Grand Junction.

The latest development proposed (which was rejected by the planning board) was an unimaginative, combination of narrow streets and tiny lots, designed in a fashion to maximize the number of homes. The only open areas included an unusable drainage wash and the required detention basins.

Since the Planning Commission claimed their hands were tied and approved the zoning requirement, even though they had rejected the actual sub-division presented earlier by the developers. It appears the City Council is now our last option to listen and act on the concerns of the neighbors. It is not lost on any of the neighbors that if the PD zone is removed in favor of an R-2 designation, the developers will push through their previously rejected plan, since it will no longer require that level of approval. This change in tactics is an obvious attempt to have their subdivision approved through the back door.

The primary areas of concern in their proposal:

- Lack of infrastructure for adding their proposed density levels. We have heard this will add between 1,200–1,500 more trips per day on 26 and 26 ½ Roads. And even though the current Capital Improvement Plans recognize the need for improvements for vehicle and active transportation, the City engineer stated **no significant** capital dollars are slated for these roads in the next ten years. These roads (especially 26 and H Roads) are country roads, with no bike lanes and no walking shoulder, just a white line and dirt. These roads dump into four-way stops and utilize old and narrow bridges over I-70. In addition, the North area has long been targeted for a new fire station due to inadequate response times, with a permanent fire station years down the road.

- The appropriateness of the comprehensive future land use plan. The plan is a starting place to guide development; but it should be a plan not the end all. And although the planning board is more constrained by the comprehensive plan, I hope the Council uses it as a guide and can look beyond the color-coded map. The planning department stated that the R-2 designation was consistent with the surrounding areas, which is laughable. More than three quarters of this 150 areas is surrounded by agricultural land, 5-acre estate parcels, one acre estate parcels or the new R-1 Freedom Heights subdivision with .75 acre lots. To reiterate, the R-2 designation would allow the developers to move forward with their 300 plus .25 acre lots. That is clearly not compatible with the **surrounding** neighborhoods.
- The transition of density, which was exhaustively discussed during the “planned development” design in 2008, goes out the window with a straight change to R-2 zoning. Relying on the good faith of the developer is not where I want to put my faith. We need the Council’s support.

To ensure an appropriate density transition, I offer three possibilities.

- 1) The parcel remains a planned development, requiring a density transition, and any future subdivision approvals to go through the public approval process of a planned development.
- 2) The 150-acre parcel is broken into multiple parcels with different densities assigned to aid the transition (which is how I believe the comprehensive plan would have handled the transition if it were not a single 150-acre parcel).
- 3) Amend the Comprehensive Future Land Use Plan and place an R-1 code on the property to ensure the appropriate transition. This would still allow 150 homes (plus 30 more with the density bonus) but would alleviate significant concerns of the neighbors. We have a great example with the new Freedom Heights subdivision located just to the south. It was done right, with an R-1 zone which did not receive the backlash from the surrounding neighbors.

In closing, I know this land is going to be developed. I hope it could be done right and something to be proud of. This is a unique piece of land. Help us maintain the character of our neighborhood and ensure the proper infrastructure is in place to meet the demands of our growing community.

Thank you for what you do for Grand Junction.

Sincerely,

Mike Stahl
2599 Kayden Court



Immaculate Heart of Mary Catholic Church

790 26 1/2 Road

(970) 242-6121

Fax (970) 256-0276

Grand Junction, Colorado 81506-8350

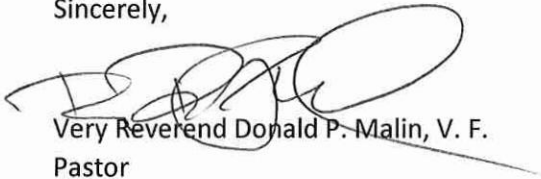
June 1, 2018

Members of the Grand Junction City Council
RE: Rezoning of Weemununche Subdivision
250 N 5th Street
Grand Junction, CO 81501

Dear Members of the City Council,

Please read the attached letter regarding the Weemununche Subdivision rezoning proposal. This letter, which I sent to Mr. Petersen contains all the reasons why both Immaculate Heart of Mary Parish and Holy Family School object to the increase in density proposal which is before you. We strenuously object to the density change.

Sincerely,



Very Reverend Donald P. Malin, V. F.
Pastor

Attachment: Letter to Mr. Petersen Dated April 25, 2018



Immaculate Heart of Mary Catholic Church

790 26 1/2 Road

(970) 242-6121

Fax (970) 256-0276

Grand Junction, Colorado 81506-8350

Mr. Scott Peterson, Senior Planner
City of Grand Junction
250 N 5th Street
Grand Junction CO, 81501

April 25, 2018

Dear Mr. Peterson,

I am writing you today to register some concerns regarding the proposed development called the Weemunuche Subdivision. I only found out about it because I was approached by one of the neighbors of my parish who informed me of the planned development which is moving forward. I'm curious as to why Immaculate Heart of Mary Parish or Holy Family School were not included in the consultation as this project was going forward as of recent times. My parish budget represents a contribution of almost \$1 million annually to the economy of Grand Junction. When we add the school to that, it's nearly \$3.5 million. We hire local businesses for upkeep of our plant, new construction, repairs, and other kinds of services as necessary. It is our policy to keep business in Grand Junction. Almost all of our purchasing is done from local retailers, or commercial supply companies. We just re-paved our parking lot and reroofed our church to the tune of over \$400,000. Again, we chose local contractors though there were others from outside our area who bid on those jobs. That is a major contribution, in my book. Yet, neither the school nor my parish were consulted or invited into the conversation.

That being said, there are other concerns that impact both the neighborhood and the school and parish communities. These concerns must be addressed in the development plan due to its impact on the neighborhood as it currently exists as well as the church and school populations. The safety of pedestrians is also a problem. The impact on traffic is a problem and the infrastructure itself, which seems to be endlessly in some form of repair, is a problem.

Our school and parish already make for a substantial volume of traffic every day on both 26 1/2 Road and H Road due to

1. Many large funerals (as many as 200+ automobiles per funeral),
2. School drop-off and pickups (roughly 200+ automobiles twice daily)
3. Late afternoon and evening programs on weekdays (50-150 automobiles 4 nights per week).

The weekends are also heavy with traffic.

1. Educational, religious and community programs on many Saturdays
2. Two Masses on Saturday, minimum (excluding funerals, weddings and Quinceañeros celebrations)
3. Three Masses on Sundays
4. Sunday fellowship and Study gatherings meetings and other gatherings.

When the Air Show happens, we have people parking all the way down to our intersection. With the addition of 300 new homes in a high density development, we estimate anywhere from 450 to 600 more automobiles

passing through that intersection a minimum of two times daily. This addition of the Weemununche development will dangerously impact our neighborhood.

Because there are no curbs in gutters on H Rd. except for those that we were required to provide when we built the church, pedestrian traffic, exercise jogging, and walking dogs a dangerous proposition for the neighbors. They simply run on the streets. I notice as I look around the city, that none of the other developments on the north side of Patterson, including the new ones that have gone up since I came three and a half years ago, have any curb and gutter along the main thoroughfares required of them. Are these needs being planned for throughout the city for safety's sake?

We would urge you and the planning commission to re-evaluate the burden this development will put on the two two-lane roads that would be used by this greater load of automobile traffic. The bridges over I-70 will become a bottleneck for those who live in the neighborhoods north of the Interstate. The City will have to condemn or purchase easements from all the houses on 26 and 26 ½ Roads from G road up to the entrances of the new developments to accommodate the traffic, utilities and other services. Our recommendation is that the Commission leave the density comparable to that of the already established developments in our area.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Malin', written over a horizontal line.

The Very Reverend Donald P. Malin, V. F.
Pastor, Immaculate Heart of Mary Parish

June 1, 2018

TO: Members of the Grand Junction City Council
RE: I vigorously oppose proposed rezone of Weeminuche Subdivision
225 N 5th Street
Grand Junction, CO, 81501

I am writing to oppose the plan to rezone the 151.18 acre Weeminuche Subdivision and the proposed deleting of Ordinance 2842 as I believe it is unlawful as stated in the letter by Richard and Jan Warren.

My husband and I moved to Grand Junction (from Kenya, E. Africa) and purchased our property at 2616 H Road in 1994 and where assured by Monument Relator, Lois Burns, the land North of H between 26 and 26 1/2 Road was zoned as rural or no more than R-1 in the future.

Yet, look what has happened! The Hartshorn property (now Freedom Heights subdivision) was approved.... against the opposition of the neighbors. Dr. Hartshorn would be appalled. NOW the property further north is under question for a high density development. This is not appropriate.!

The majority of the current residents (1000 property owners within 1/2 mile to the North, South and West of this land) have opposed the rezoning. We would like YOU to SUPPORT us and oppose the rezoning and NOT delete Ordinance 2842. I believe it is against the law!

This is a rural area and Ordinance 2842 by law should not be deleted by a select few. We have a rural infrastructure with narrow hilly peaceful roads which we like and it is not suitable for high density development. As far as I can see no funds have been allocated for improving the safety of a high density subdivision rezoning. (Other parts of the City have priority.) Also, water problems should be considered in this area as well as airport "activity". We who live in the area want to keep this beautiful part of Grand Junction as a rural community.....for family farming, farm animals, wild life, vineyards and open spacesCOUNTRY LIVING....and for the view of the magnificent mountains and monument near by.

We ask you to SUPPORT the unified voice of the 1000 residents ...and the Constitution of the United States. The Ordinance 2842 should NOT be deleted and should be upheld as I believe it is ILLEGAL to transform the Ordinance 2482 of 1995 to a "planned zone without a plan" .

I fully agree with the opposition letter by Richard and Jan Warren.

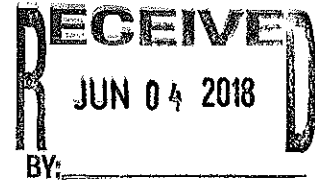
I challenge ALL City Council members (including the MAYOR) and other officials in Grand Junction to visit our area via car, truck, vehicle, bicycle, or walking or hiking this beautiful rural area. Please DO NOT just LOOK at a FLAT map of the area and make declared "changes for high density development and delete Ordinance 2842.

WE THE PEOPLE in this northern part of Grand Junction should be heard and the 1995 Ordinance 2842 should be upheld by law. PLEASE SUPPORT US! Isn't THAT your job,,, to support the people of the community and the laws.....NOT be biased by your own interests?

Sandra L. Nesbitt 2616 H Road, Grand Junction, CO 81506

326 26 $\frac{1}{2}$ Road
Grand Junction, CO
June 2, 2018

Grand Junction City Council
250 N. 5th Street
Grand Junction, CO



Re: Weeminuche Subdivision
Dear Council Members,

As a resident at the above address for over 24 years, born and raised in Grand Junction, I am concerned about the re-zoning in our area and the discussion at the June 6th meeting. I strongly oppose the re-zoning of this signature property, that would terminate a visionary plan by the city council 23 years ago, that is appropriate for the neighborhood and replace it with the plan that the P & Z cites is a density too high for a location completely surrounded on three sides by rural neighborhoods. I also have safety concerns, due to increased traffic on rural roads with no shoulders and has had no improvements in the years that we have lived here.

The plan for over 300 houses is non-compliant with many of the Comorehensive Plan, that many houses in this area would also have a drastic impact on public facilities and service. At the P & Z May 8th meeting, the city reported that no improvements on 26, 26 $\frac{1}{2}$, G and H roads would not take place for at least five years. At the October, 2017 P & Z meeting, Planning Commission Chairman, Ms. Christian Reece was quoted as saying, that she did not believe the citys' current infrastructure could handle that type of growth in our part of town. Ms. Reece also stated that she did not believe the Weeminuche Subdivision was in our communitys' best interest.

With all the growth norht of H and 3/4 road that has taken place, traffic is continuous from 4 A.M. until 8 P.M. and getting out of our driveway is already a problem. Holy Family School traffic at 8 A.M. and again at 3P.M. brings even more traffic to 26 $\frac{1}{2}$ road. What was once an area, where residents could walk, bicycle and enjoy the wildlife in a country, but city neighborhood is gone. Our signature property is disappearing and we see too many subdivisions being built, up close and personal.

The new 2018 Freedom Heights Subdivision off of 26 and H road is zoned for one acre lots, it is my opinion that this could be the answer for the Weeminuche zoning.

Grand Junction is seeing growth because people see what we have to offer here, let us continue with the right planning that we have enjoyed over the years, including parks, open space, trails, a beautiful down town and a way of life that we can all enjoy, something for everyone.

Sincerely,

Diann and Gene Admire
Diann and Gene Admire

Please excuse the mistakes, the old typewriter ain't what she use to be!

From: larry eggers [<mailto:larryegggers4@gmail.com>]
Sent: Sunday, June 03, 2018 9:49 AM
To: Belinda White <belindaw@gjcity.org>
Subject: Development at h3/4, 26 and 26 1/2 Road

I want to let the City Council know that I oppose the developers plan for that 151 acres. It violates the ordinance of 1995 and creates infrastructure problems of too much traffic on roads that are not designed to handle the increased traffic. The development also would have a negative impact on property values. The ordinance of 1995 was supposed to protect the area from this kind of development.

Thank You, Larry Eggers, Grand Vista Subdivision

From: SB SB [<mailto:oftheforest77@gmail.com>]
Sent: Friday, May 25, 2018 7:12 AM
To: Belinda White <belindaw@gjcity.org>
Subject: Re: Against R2 zoning for land parcel west of 26.5 Road

Dear Grand Junction City Councilors:

We maintain opposition to this proposed change. We are strongly opposed to changing the zoning from PD to R2 for this property (located Between 26 Road and 26 1/2 Road, South of H 3/4 Road). This change would adversely, and to a great degree, impact the traffic, noise, and pastoral beauty that this neighborhood is known for, and why many of us chose to live here.

Thank you. Sylvia & Victor Barton

On Mon, Apr 23, 2018 at 10:51 AM, Sylvia Barton <oftheforest77@gmail.com> wrote:

Dear Grand Junction City Councilors:

We are against the abandonment of current zoning for the land west and north of 26.5 Road and H Road. Grand Junction would be negatively impacted in allowing the density proposed. It would change our beautiful city and tend to lower quality of landscape and living. Do we want this for our city? No. We appeal to the council to stop and prevent the cramming of housing into an area that is known for its rural beauty, peace, and openness. We are adamantly against a change to R2 zoning for this area.

Sylvia & Victor Barton
891 Grand Vista Way
Grand Junction, CO
81506
970-314-1012

May 31, 2018

City Council of Grand Junction
250 N 5th St
Grand Junction, CO 81501

RE: Weemunuche Subdivision

Dear City Council Members:

I would like to respond to you regarding the rezoning of rural properties. (Even if they are in the City limits.) We are all use to change even when it is hard. But if it is not a good change we must speak up. Realtors are not representing us! They are interested in the change so they can sell more houses. Totally self serving.

We are representing ourselves, our homes, our investment and our life style. We are entitled to be heard and considered. We can compromise, can you?

Everytime the zoning is for more lots, higher density.

Are laws being followed or just swept under the rug? Depending on who is bigger and stronger wins. I hope for more fairness.

Sincerely,

A handwritten signature in cursive script that reads "June Colosimo".

June Colosimo
2618 H Rd

Grand Junction, CO 81506

From: Carol Tompkins [<mailto:caroltomp49@gmail.com>]
Sent: Friday, June 01, 2018 3:10 PM
To: Belinda White <belindaw@gjcity.org>; Duke Wortmann <dukew@gjcity.org>
Subject: 26 Road LLC Rezone

We own property at 2614 Liberty Lane in the Freedom Heights Subdivision and will be constructing a new home there in the near future. We are not in favor of the proposed zone of R2 for the subject property. The surrounding properties on the north, west and south are zoned R1 or consist of larger parcels. Only the properties to the east of the subject are compatible with R2 zoning.

We purchased our property because of the open and spacious attributes of the area. The spaciousness in the north area has existed for a significant period of time. We hope this historical preference will influence any outcome of the requested proposal for a zoning designation. Denver has experienced high density expansion to the detriment of open and spacious areas. It is a pleasure to come and live in a city like Grand Junction where one can still enjoy a neighborhood such as the spaciousness of the north area.

Please understand we are not opposed to the development of the subject property. We believe a lower density development would still enable the developer to obtain a profitable return on investment and at the same time maintain the overall character of the area. A lower density development would mitigate against infrastructure, traffic and other negative impacts that would certainly arise from the zone proposed by the developer. These impacts have already been considered by the planning commission as a basis to decline a previous development proposal by the developer.

We request that the zone proposal be denied.

Jerry and Carol Tompkins
jerrytomp46@gmail.com



June 2, 2018

Dear Grand Junction City Council members,

Please do not vote to re-zone the property north of H Road, south of H 3/4 Road, east of 26 Road and west of 26 1/2 Road, called the Weeminuche Subdivision.

Ordinance 2842, a compromise created by the City between residents and original landowner during incorporation in 1995 to guarantee proper development of neighborhoods within the northernmost reaches of the City, is still very rational.

We live in Paradise Hills Subdivision, and have for over 20 years. In that time, we have seen several more housing subdivisions, still serviced only by 26 Road and 26 1/2 Road. These are the only two major arteries into this area. We know that more housing can be added, according to Ordinance 2842, but re-zoning to allow greater density of housing is not responsible.

Again, please vote "No" to re-zone.

Sincerely yours,

Gerald and Barbara Durkop

808 Tahiti Dr.

June 1, 2018

To: Grand Junction City Council Members

Re: Disagreement with plan to rezone 151.18 Acre at 26 1/2 Rd & H 3/4 Rd

The Planning Department has done an admirable task of defining the property and outlining the details of proposed subdivision wishes of the current owner.

To achieve the higher density, the attempts have sought to rename, challenge current law, Ordinance 2842, and discount residents of the surrounding area.

Seeking to understand the agreement, we ask the elected members of the City Council to define the reasons for changing the whole plan.

It appears the reason is basically to provide an increased density: For more housing, more people, more traffic, more congestion of roads, more safety hazards, decreased quality of air, Increased light pollution, increased noise levels.....

It has been stated highway and street improvements will not happen for at least 10 years.

Why change the Comprehensive Plan to accommodate this subdivision and rezone?

What happens the people who inhabit the community now?

It seems we are just left to fend for ourselves with disagreement, disgust, mistrust, and disappointment of our desire to live with our plans, dreams and fulfillment to live in a rural area.

The Ordinance of 2842 is enough. Why update the Comprehensive Plan?

Why change the zoning? Is this area the only one the city has to think about for supposedly increased population? Why not the more open spaces of the South?

Respectfully Submitted,

Glenn & Cindy Kempers
819 26 1/2 Rd
Grand Junction, CO 81506

To Grand Junction City Council members:

My wife and I are opposed to the increased density currently being considered for the area known as the Weeminuche subdivision. Below I have outlined and discussed some of the reasons we feel the density should not be R-2.

The process and rules for zoning have many criteria that City Planning has decided this land meets. They may be technically correct. The problem is the criteria are faulty.

A final criteria needs to be added to the zoning list. I will call it the "Common Sense Criteria". This would include "does it fit?", "what is the impact to the neighbors?", "does it reduce our high quality of life in Grand Junction", and most importantly "is it safe for our citizens"?

Everyone in the room, including the developers, knows the answers to each of these questions.

It does not fit the area.

It impacts the neighbors negatively.

It reduces the quality of life for those living and traveling through and near this northern part of Grand Junction.

And it vastly reduces safety on adjacent and nearby roads.

Question? Today would you let your teenage daughter ride her bike on 26 Rd. north from Bookcliff Gardens? Your road safety officials predict a 39.6% increase in traffic at H and 26 Road with the R-2 density. 26 Road is a simple farm to market road. It is the major bike path for northbound bikers to head for

H 3/4 Road and I Road, and finally open safe riding. The road department also told us that the city is finally just now getting funding to start long overdue safety improvements along G road and 26 and 26 1/2. They stated it will likely be 20 years before we could fund any improvements out to H road.

Please stop and think about what we preach "Safety First". We teach it daily at home, in schools, and with the fire and police. The city government can not be exempt from practicing or even discussing "safety first". Everyone here knows the roads are not safe now. The City should make the roads safe before or at the same time as the first lot is sold.

If the City lacks the funds to practice what we preach (safety first), a simple compromise vote for R-1 zoning as a maximum for density would be reasonable. When you hear about traffic fatalities over the next 20 years be sure and check the address and remember how you voted tonight. Your citizens' safety is in your hands and this should be at the top of your priority list.

William Scott, M.D.
823 26 Rd.
81506

26 Road LLC Rezone
RZN-2018-162

Grand Junction City Council
June 6, 2018

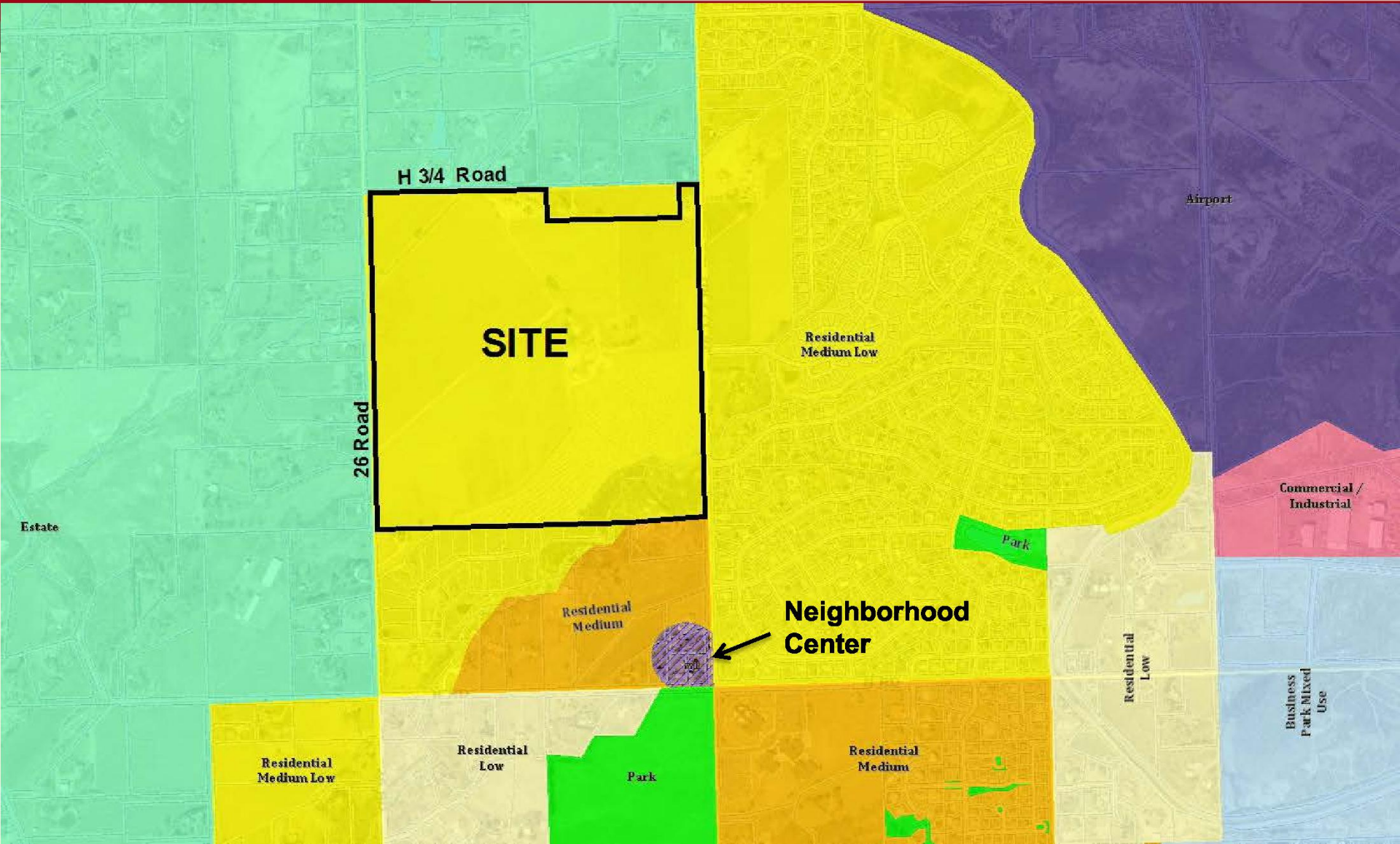
Applicant's Request

Request approval to rezone 151 acres from Planned Development with default R4 zone district to the R2 (Residential 2 du/ac) zone district.

Aerial Photo Location Map

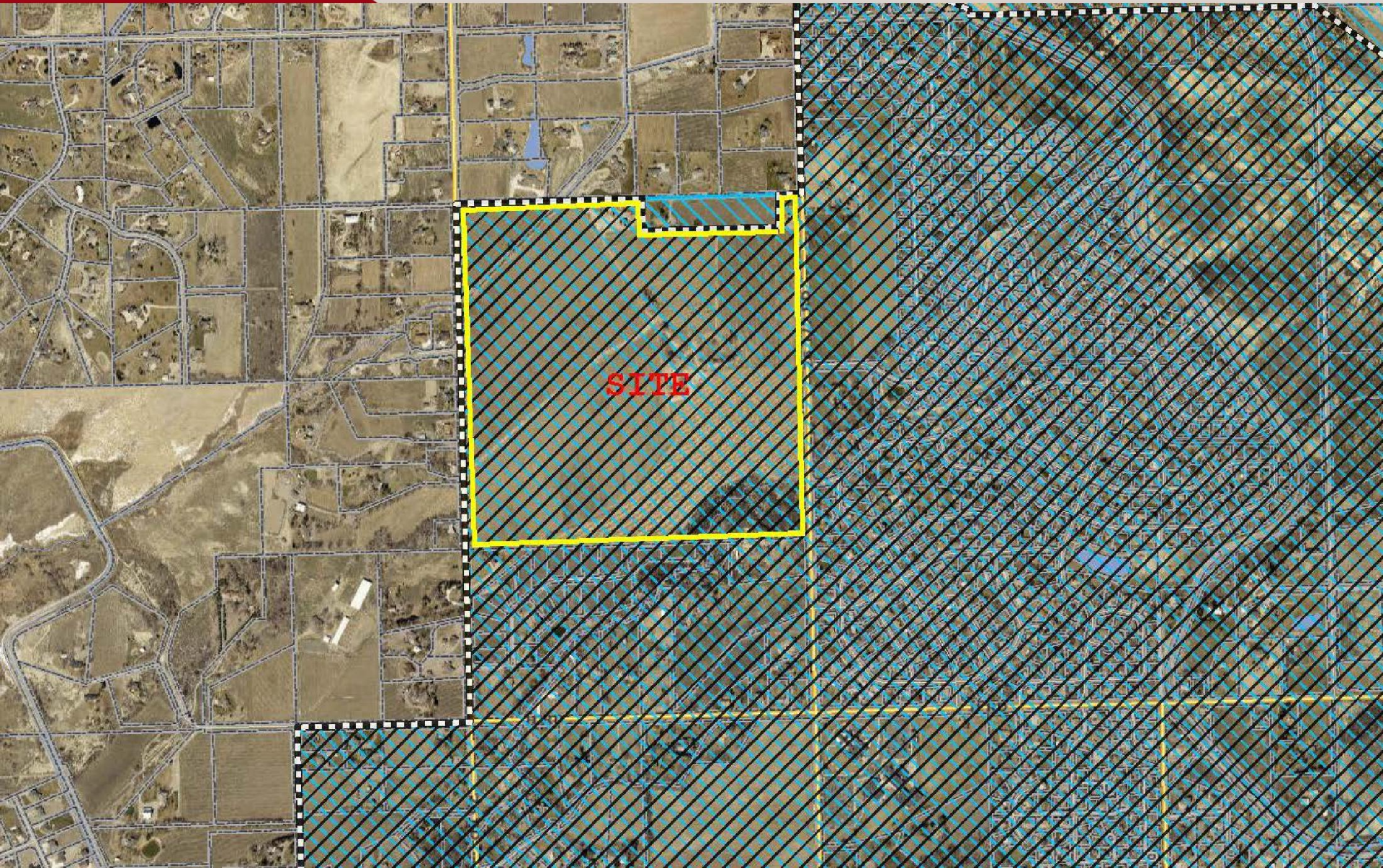


Future Land Use Map

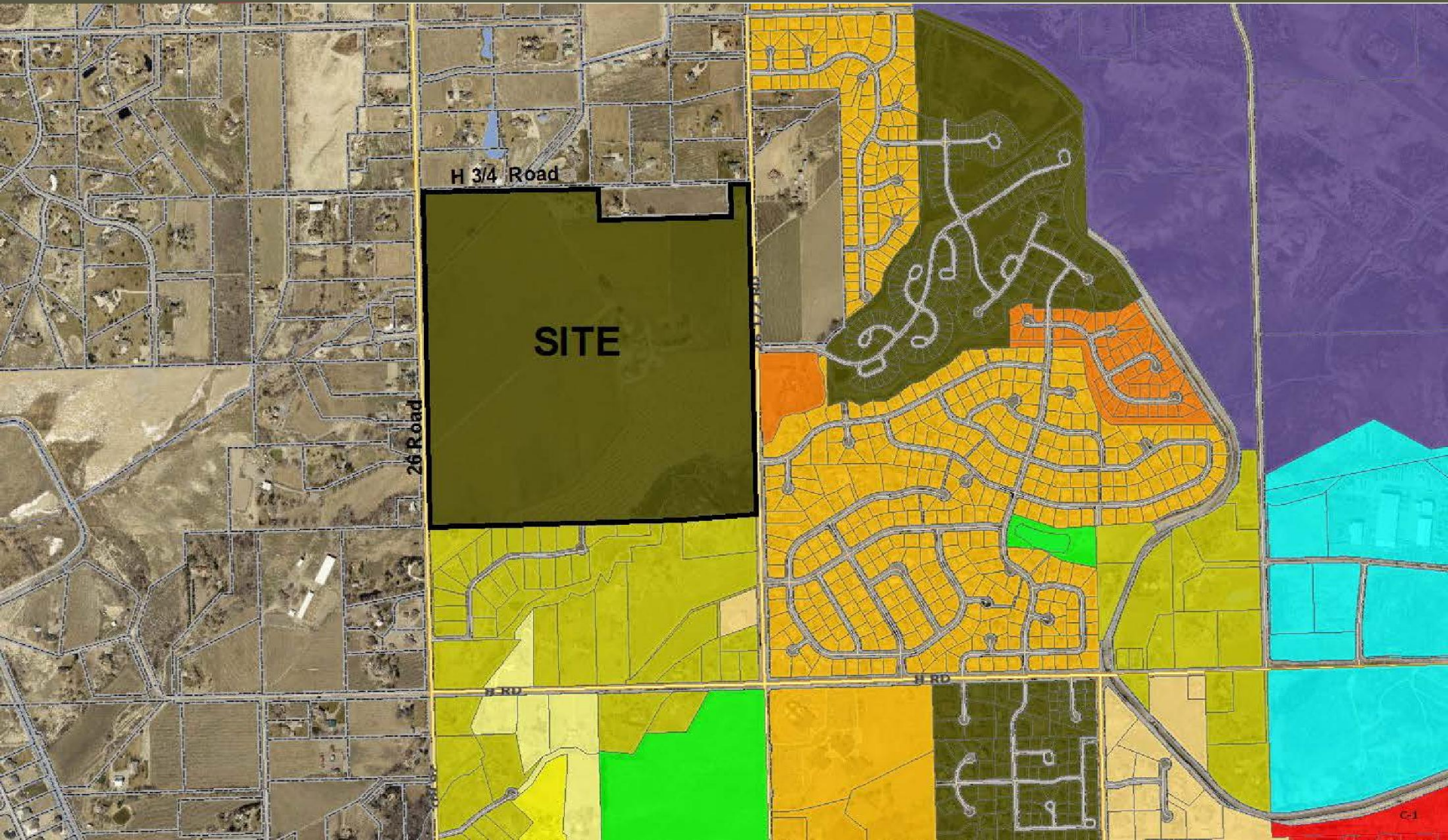


201 Persigo Sewer Service Area (Black)

Urban Growth Boundary Area (Blue)



Zoning Map



Comprehensive Plan Goals and Policies

The request to rezone to R2 meets a number of the goals and policies of the Comprehensive Plan:

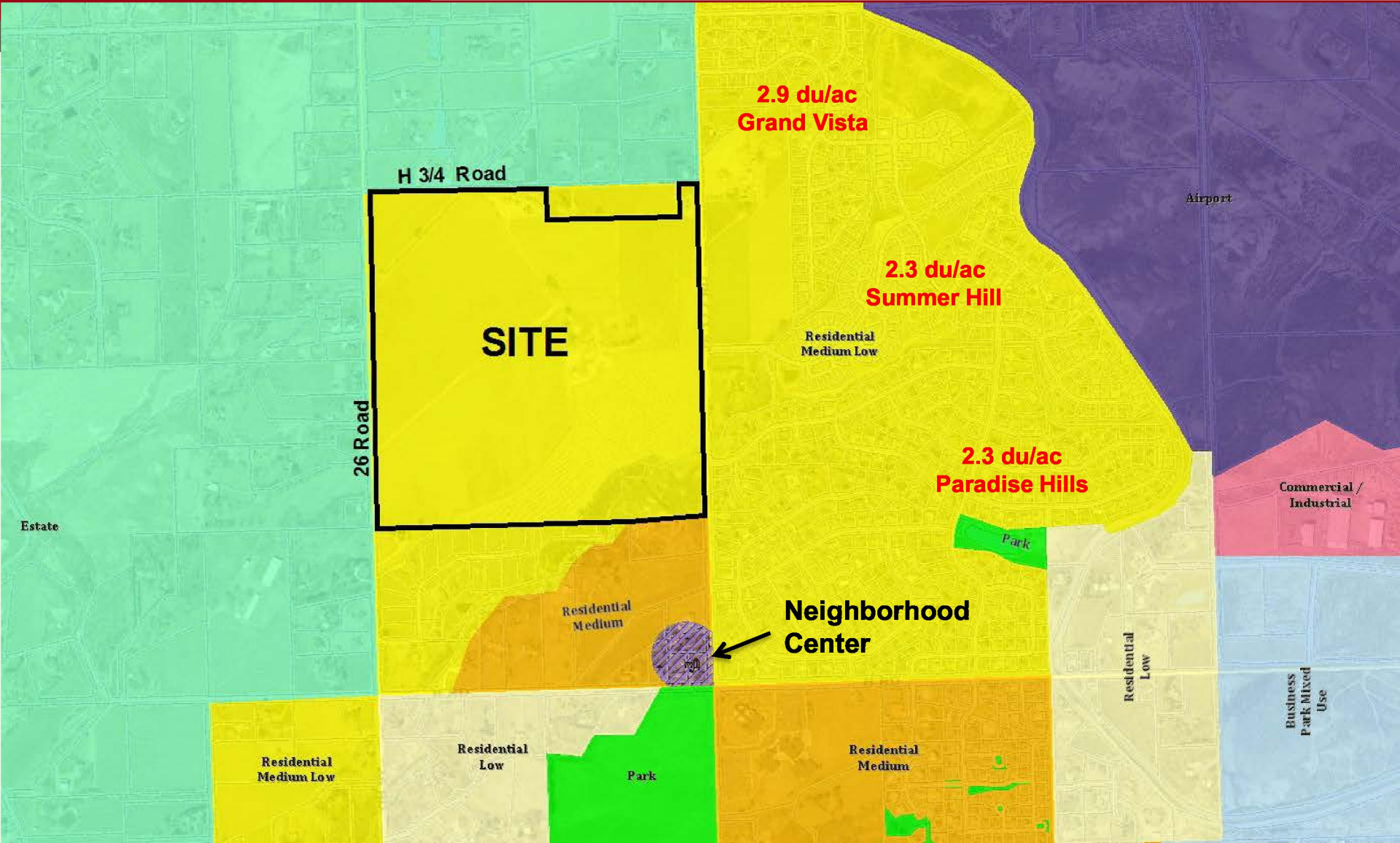
Goal 1, Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

Goal 1, Policy C: The City and Mesa County will make land use and infrastructure decisions consistent with the goal of supporting and encouraging the development of centers.

Goal 1, Policy D: For development that requires municipal services, those services shall be provided by a municipality or district capable of providing municipal services.

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

Future Land Use Map



Approval Criteria

Section 21.02.140(a)

1. Subsequent events have invalidated the original premises and findings (invalidated Saccomanno Agreement);

Approval Criteria Section 21.02.140(a)

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



Approval Criteria

Section 21.02.140(a)

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

Approval Criteria

Section 21.02.140(a)

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

Approval Criteria

Section 21.02.140(a)

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

Planning Commission Recommendation

The Planning Commission voted to recommend **approval** of the request to rezone from PD with R4 default zone to the R2, Residential 2du/ac zone district at it's May 8, 2018 meeting, with the following findings of fact:

1. The requested Rezone is consistent with the goals and policies of the Comprehensive Plan.
2. More than one of the applicable review criteria in Section 21.02.140 of the Grand Junction Municipal Code have been met.

Conclusion

We respectfully request approval of the request to rezone 151 acres to the R2 zone district with the findings that the request is consistent with the goals and objectives of the Grand Junction Comprehensive Plan and the rezone criteria of the Zoning and Development Code.



Right-of-Way and Traffic

- City annexed street frontage to aid in access permits
- Applicant will dedicate necessary right-of-way where needed
- An updated traffic impact study was completed for this application

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 6/6
Citizen's Name	Grace L. Smullen	
Subject	Vet Art.	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!