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**CITY COUNCIL AGENDA  
WEDNESDAY, APRIL 3, 2019  
250 NORTH 5<sup>TH</sup> 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**

**Presentations**

Initial Certification of Election Results

**Appointments**

To the Visit Grand Junction Board

**Certificates of Appointment**

To the Commission on Arts and Culture

**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.*

**City Manager Report**

**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. Minutes of the March 20, 2019 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 below.*

- a. Quasi-judicial
  - i. Introduction of a Proposed Ordinance to Rezone to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue and Set a Public Hearing for April 17, 2019
  - ii. Introduction of a Proposed Ordinance Rezoning a Property from PD (Planned Development) to R-12 (Residential – 12 du/ac) and R-16 (Residential – 16 du/ac), Located at Lot 113 Brookwillow Village and Set a Public Hearing for April 17, 2019

### **3. Continue Public Hearings**

- a. A Group of Actions Including 1) An Ordinance Amending Ordinance No. 3641, 2) An Ordinance Amending Section 21.06.010 of the Zoning and Development Code Concerning Infrastructure Standards, Transportation Capacity Payments Including Calculations Thereof, Credit and Approving Consumption-Based Calculation Methodologies and 3) A Resolution Amending Transportation Impact Fees and Establishing the Implementation Schedule - **Continued to May 1, 2019**

### **4. Contracts**

- a. Award of Contract for City Hall Rewire Project

## 5. Resolutions

- a. A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for Advanced Metering Infrastructure Project
- b. A Resolution Authorizing a Telecommunication Facility at Lincoln Park
- c. A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for Pressure Control Tank Project
- d. A Resolution Vacating a Public Utility Easement on Property Located at 2560 Corral Drive

## 6. Other Action Items

- a. Request for 2019 Fireworks Displays at Suplizio Field

## REGULAR AGENDA

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

## 7. Public Hearings

- a. Quasi-judicial
  - i. A Resolution Accepting the Petition for Annexation of 5.722 Acres of Land and Ordinances Annexing and Zoning the Hosanna Annexation to R-8 (Residential - 8 du/ac), Located at 743 24 3/4 Road
  - ii. A Resolution Accepting the Petition for Annexation of 1.41 Acres of Land and Ordinances Annexing and Zoning the Arlington Annexation to R-4 (Residential - 4 du/ac), Located at 265 Arlington Drive
  - iii. An Ordinance Amending Ordinance No. 3981 and Ordinance No. 4662, Planned Development for Corner Square, Located at 2525 Meander Court

**8. Non-Scheduled Citizens & Visitors**

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

**9. Other Business**

**10. Adjournment**



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** April 3, 2019  
**Presented By:** Wanda Winkelmann, City Clerk  
**Department:** City Clerk  
**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

Initial Certification of Election Results

**RECOMMENDATION:**

Staff recommends the initial certification of the election results.

**EXECUTIVE SUMMARY:**

The purpose of this item is for the Canvassing Board to certify the initial election results.

**BACKGROUND OR DETAILED INFORMATION:**

Per City Charter Section 25, the City Council acts as the Canvassing Board and shall canvass the election returns within two days of Election Day (April 4). Federal and State election law permits the counting eight days after Election Day (April 10) of ballots from uniformed and overseas voters and those voters with signature discrepancies on the return envelope.

To reconcile these two requirements, an initial certification will be conducted on April 3, followed by a final certification on April 17.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

## **Attachments**

1. Form Initial Certificate of Election

CITY OF GRAND JUNCTION, COLORADO

INITIAL CERTIFICATE OF ELECTION

APRIL 3, 2019

**DRAFT**  
 Certificate will be updated with the unofficial results released on April 2

I, Wanda Winkelmann, City Clerk of the City of Grand Junction, Colorado, do hereby certify that the initial results of the Regular Municipal Election held in the City on Tuesday, April 2, 2019, were as follows:

Total Ballots Cast in District A	
Total Ballots Cast in District B	
Total Ballots Cast in District C	
Total Ballots Cast in District D	
Total Ballots Cast in District E	
<b>TOTAL BALLOTS CAST</b>	

**CANDIDATES**

**FOR COUNCILPERSON – DISTRICT "B" – FOUR-YEAR TERM**

Candidates	District A	District B	District C	District D	District E	TOTAL

**FOR COUNCILPERSON – DISTRICT "C" – FOUR-YEAR TERM**

Candidate	District A	District B	District C	District D	District E	TOTAL

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

Candidates	District A	District B	District C	District D	District E	TOTAL

**REFERRED MEASURES**

**CITY OF GRAND JUNCTION REFERRED MEASURE 2A**

SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED \$5,300,000 ANNUALLY (FIRST FULL FISCAL YEAR DOLLAR INCREASE STARTING IN 2020), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR, WHICH REVENUES SHALL BE GENERAL FUNDS OF THE CITY AND EXPENDED FOR TRANSPORTATION NETWORK IMPROVEMENTS INCLUDING WITHOUT LIMITATION BUILDING ROAD PROJECTS SUCH AS 29 ROAD AND I-70 INTERCHANGE, 24 ROAD WIDENING, CONSTRUCTION OF THE F1/2 ROAD PARKWAY, IMPROVING RURAL "FARM" ROADS IN THE NORTH AREA, REDLANDS, ORCHARD MESA AND PEAR PARK BY CONSTRUCTING TURN LANES, SIDEWALKS, BIKE LANES, CURB, GUTTER AND COMPARABLE IMPROVEMENTS THROUGH AN ADDITIONAL CITY-WIDE SALES AND USE TAX OF ONE QUARTER PERCENT (.25%) WHICH IS AN INCREASE OF ONE QUARTER CENT ON EACH TEN DOLLAR PURCHASE WITH THE INCREASED SALES AND USE TAX AND ANY EARNINGS FROM THE INVESTMENT OF SUCH REVENUES CONSTITUTING A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Measure 2A	District A	District B	District C	District D	District E	TOTAL
YES/FOR						
NO/AGAINST						

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**CITY OF GRAND JUNCTION REFERRED MEASURE 2B**

SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED \$10,600,000 ANNUALLY (FIRST FULL FISCAL YEAR DOLLAR INCREASE STARTING IN 2020), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR, WHICH REVENUES SHALL BE GENERAL FUNDS OF THE CITY AND EXPENDED FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES AND STATIONS INCLUDING WITHOUT LIMITATION:

- BUILDING, EQUIPPING AND STAFFING NEW FIRE STATIONS AND
- HIRING, EMPLOYING, TRAINING AND EQUIPPING POLICE OFFICERS, FIREFIGHTERS AND EMERGENCY MEDICAL SERVICE (EMS) PERSONNEL (FIRST RESPONDERS) AND 9-1-1 EMERGENCY DISPATCH, CODE ENFORCEMENT AND FIRST RESPONDER SUPPORT EMPLOYEES

THROUGH AN ADDITIONAL CITY-WIDE SALES AND USE TAX OF ONE HALF PERCENT (.50%) WHICH IS AN INCREASE OF ONE HALF CENT ON EACH TEN DOLLAR PURCHASE WITH THE INCREASED SALES AND USE TAX AND ANY EARNINGS FROM THE INVESTMENT OF SUCH REVENUES CONSTITUTING A VOTER APPROVED



**INITIAL CERTIFICATE OF ELECTION**

REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Measure 2B	District A	District B	District C	District D	District E	TOTAL
YES/FOR						
NO/AGAINST						

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**CITY OF GRAND JUNCTION REFERRED MEASURE 2C**

SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED \$8,250,000 ANNUALLY (FIRST FULL FISCAL YEAR DOLLAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY A THIRTY-NINE HUNDREDTHS OF ONE PERCENT (0.39%) INCREASE IN THE CITY SALES AND USE TAX RATE, COMMENCING JANUARY 1, 2020, AND IN CONNECTION THEREWITH SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$79,000,000 MILLION, WITH A MAXIMUM REPAYMENT COST OF \$150,000,000 MILLION, PAYABLE FROM THE REVENUE GENERATED FROM SUCH SALES AND USE TAX RATE INCREASE AND ANY OTHER LEGALLY AVAILABLE REVENUE OF THE CITY, WITH THE PROCEEDS OF SUCH DEBT AND SUCH SALES AND USE TAX RATE INCREASE BEING USED AND SPENT FOR THE CONSTRUCTION AND/OR DEVELOPMENT OF A NEW COMMUNITY CENTER, A PORTION OF MATCHETT PARK, AND IMPROVEMENTS TO THE ORCHARD MESA POOL, GYMNASIUM, LOCKER ROOMS AND RELATED COMMUNITY SPACE AND THE OPERATION OF ALL OF THE FOREGOING; AND SHALL SUCH DEBT BE EVIDENCED BY REVENUE BONDS TO BE SOLD IN ONE OR MORE SERIES FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT OF SUCH SERIES AND ON TERMS AND CONDITIONS AND WITH SUCH MATURITIES AS ARE PERMITTED BY LAW, INCLUDING PROVISIONS FOR REDEMPTION OR EARLY PAYMENT OF SUCH REVENUE BONDS WITH OR WITHOUT A PREMIUM; AND SHALL THE CITY BE AUTHORIZED TO ISSUE DEBT TO REFUND THE DEBT AUTHORIZED BY THIS QUESTION AT A HIGHER OR LOWER INTEREST RATE, PROVIDED THAT AFTER THE ISSUANCE OF SUCH REFUNDING DEBT THE TOTAL OUTSTANDING PRINCIPAL AMOUNT OF ALL DEBT ISSUED PURSUANT TO THIS QUESTION DOES NOT EXCEED THE MAXIMUM PRINCIPAL AMOUNT SET FORTH ABOVE, AND PROVIDED FURTHER THAT ALL DEBT ISSUED BY THE CITY PURSUANT TO THIS QUESTION IS ISSUED ON TERMS THAT DO NOT EXCEED THE MAXIMUM REPAYMENT COST AUTHORIZED IN THIS QUESTION; AND SHALL SUCH SALES AND USE TAX RATE INCREASE REMAIN IN EFFECT FOLLOWING THE REPAYMENT OF THE FOREGOING DEBT AT THE SALES AND USE TAX RATE NECESSARY, NOT TO EXCEED THIRTY-NINE HUNDREDTHS OF ONE PERCENT (0.39%), TO OPERATE THE FOREGOING IMPROVEMENTS; AND SHALL THE REVENUE FROM SUCH SALES AND USE TAX RATE INCREASE AND THE PROCEEDS OF SUCH DEBT, TOGETHER WITH THE INVESTMENT EARNINGS DERIVED FROM THE SAME, BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

**INITIAL CERTIFICATE OF ELECTION**

PAGE 4

Measure 2C	District A	District B	District C	District D	District E	TOTAL
YES/FOR						
NO/AGAINST						

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**CITY OF GRAND JUNCTION REFERRED MEASURE 2D**

SHALL THE CITY COUNCIL BE AUTHORIZED TO SELL THE REAL PROPERTY, CONSISTING OF APPROXIMATELY 18 ACRES KNOWN AS THE BURKEY PARK PROPERTY LOCATED AT 2980-2982 PATTERSON ROAD FOR NOT LESS THAN FAIR MARKET VALUE, PURSUANT TO 1) APPRAISAL OR 2) A BID PROCESS OR 3) BEST OFFER, THE SALE PROCEEDS OF WHICH SHALL BE USED FOR THE DEVELOPMENT OF AND CONSTRUCTION OF IMPROVEMENT(S) IN MATCHETT PARK WITH THE MAIN PAVILION TO COMMEMORATE L.W. AND MILDRED L. BURKEY, WITH ALL OR ANY PORTION OF THE NET PROCEEDS OF THE SALE BEING HELD, RETAINED AND SPENT WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Measure 2D	District A	District B	District C	District D	District E	TOTAL
YES/FOR						
NO/AGAINST						

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**CITY OF GRAND JUNCTION REFERRED MEASURE 2E**

Shall there be amendment to the Grand Junction City Charter Section 119 concerning the process for renewal of cable television franchises in the City to bring the Charter provision into compliance with federal law by eliminating the requirement that such renewal be subject to a vote of the electorate?

Measure 2E	District A	District B	District C	District D	District E	TOTAL
YES/FOR						
NO/AGAINST						

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**INITIAL CERTIFICATE OF ELECTION**

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**CITY OF GRAND JUNCTION REFERRED MEASURE 2F**

Shall there be an amendment to the Grand Junction City Charter Section 124 increasing the authorized term for lease of public property from twenty-five to ninety-nine years?

Measure 2F	District A	District B	District C	District D	District E	TOTAL
YES/FOR						
NO/AGAINST						

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We, the undersigned Canvassing Board, have reviewed the initial results of the Regular Municipal Election held April 2, 2019, and do hereby conclude:

- that **name** has been duly elected as Councilperson for District "B" by the greater number of votes;
- that **name** has been duly elected as Councilperson for District "C" by the greater number of votes; and
- that **name** has been duly elected as Councilperson for "City at Large" by the greater number of votes.

Further we, the undersigned Canvassing Board, do hereby conclude:

- that for the City of Grand Junction Referred Measure 2A was **approved/rejected** by the greater number of votes;
- that for the City of Grand Junction Referred Measure 2B was **approved/rejected** by the greater number of votes;
- that for the City of Grand Junction Referred Measure 2C was **approved/rejected** by the greater number of votes;
- that for the City of Grand Junction Referred Measure 2D was **approved/rejected** by the greater number of votes;
- that for the City of Grand Junction Referred Measure 2E was **approved/rejected** by the greater number of votes; and
- that for the City of Grand Junction Referred Measure 2F was **approved/rejected** by the greater number of votes.

This **Initial Certificate of Election** will be superseded by a **Final Certificate of Election** signed at the Regular City Council meeting on April 17, 2019 to include the final election results issued by the Mesa County Clerk and Recorder.

**INITIAL CERTIFICATE OF ELECTION**

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Certified this 3<sup>rd</sup> day of April, 2019.

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Wanda Winkelmann, MMC  
City Clerk

Signed this 3<sup>rd</sup> day of April, 2019.

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Barbara Traylor Smith  
Mayor, District B

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Bennett Boeschstein  
Mayor Pro Tem, District C

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Phyllis Norris  
Councilmember, District A

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Duke Wortmann  
Councilmember, District D

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Duncan McArthur  
Councilmember, District E

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Chris Kennedy  
Councilmember, At Large

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Rick Taggart  
Councilmember, At Large



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** April 3, 2019

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

To the Visit Grand Junction Board

**RECOMMENDATION:**

Appoint member to Visit Grand Junction Board

**EXECUTIVE SUMMARY:**

The interview committee selected the first alternate Mikhail Blosser to fill this mid-year vacancy.

**BACKGROUND OR DETAILED INFORMATION:**

Vacancy is due to resignation.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendation to the Visit Grand Junction Board.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** April 3, 2019

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

To the Commission on Arts and Culture

**RECOMMENDATION:**

Present the new volunteers with their Certificates of Appointment.

**EXECUTIVE SUMMARY:**

There are four new members to the Commission on Arts and Culture.

**BACKGROUND OR DETAILED INFORMATION:**

John Cooper, Kelley Raymond, Matt Janson and Ron Cloyd were appointed by City Council at their March 20, 2019 Regular Meeting.

**FISCAL IMPACT:**

n/a

**SUGGESTED MOTION:**

n/a

**Attachments**

None

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

**March 20, 2019**

## **Call to Order. Pledge of Allegiance. Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 20<sup>th</sup> day of March, 2019 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Duke Wortmann, and Council President Barbara Traylor Smith. Councilmember Rick Taggart was absent. Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann, and Deputy City Clerk Selestina Sandoval.

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

## **Proclamations**

### **Proclaiming April 14 - April 20 as National Telecommunicators Week in the City of Grand Junction**

Councilmember Kennedy read the proclamation. Paula Creasy, Communication Center Manager, accepted the proclamation.

### **Proclaiming March 31, 2019 as Cesar Chavez Day in the City of Grand Junction**

Councilmember Boeschstein read the proclamation. Tracey Gallegos, local educator, accepted the proclamation.

### **Proclaiming April 2019 as Water Conservation Month in the City of Grand Junction**

Councilmember McArthur read the proclamation. Randi Kim, Utilities Director for the City of Grand Junction, accepted the proclamation and showed a video that will be used to promote the Wyland Mayor's Challenge for Water Conservation.

## **Appointments**

### **To the Commission on Arts and Culture**

Councilmember Norris moved to appoint John Cooper, Kelley Raymond and Matt Janson to the Commission on Arts and Culture for terms ending in February 2022, and Ron Cloyd for a

partial term ending February 2020. Councilmember Boeschstein seconded the motion. Motion carried by unanimous voice vote.

### **Citizen Comments**

Ed Kowalski spoke about the Community Center and other election items.

### **City Manager Report**

City Manager Caton spoke about an upcoming community workshop in regards to the Comprehensive Plan update on April 9, 2019 at 6:00 p.m. at Two Rivers Convention Center for residents and April 10, 2019 at 7:30 a.m. for businesses. These are the first of many opportunities throughout the year for citizens to become involved.

### **Council Reports**

Councilmember McArthur participated in a remote testimony for the Energy and Environment House Committee meeting, an energy update by Congressman Tipton at Colorado Mesa University, and the Associated Governments of Northwestern Colorado meeting.

Councilmember Wortmann attended the One Riverfront Commission meeting and the pinning ceremony at Station One Firehouse.

Councilmember Boeschstein attended the Horizon Drive Association Business Improvement District, Business Incubator, Urban Trails Committee meetings, and the Oil & Gas Remote Testimony.

Councilmember Norris attended several meetings but focused her comments on the pinning ceremony and her appreciation of the City's firefighters.

Councilmember Kennedy had no comments.

Council President Traylor Smith met with the Migrant Education Program to speak about municipal government and attended several meetings about ballot measures.

### **Consent Agenda**

Councilmember Boeschstein moved to approve items #1 - #5 on the Consent Agenda. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

#### **1. Approval of Minutes**

- a. Summary of the March 4, 2019 Workshop



- b. Minutes of the March 6, 2019 Regular Meeting

## 2. Set Public Hearings

### a. Legislative

- i. Introduction of an Ordinance Amending Ordinance No. 3641 and an Ordinance Amending the Zoning and Development Code concerning Infrastructure Standards, Transportation Capacity Payments Including Calculations Thereof, Credit and Approving Consumption-Based Calculation Methodologies and Setting a Public Hearing for April 3, 2019

### b. Quasi-judicial

- i. Introduction of an Ordinance Zoning the Hosanna Annexation R-8 (Residential - 8 du/ac), Located at 743 24 <sup>3</sup>/<sub>4</sub> Road, and Setting a Public Hearing for April 3, 2019
- ii. Introduction of an Ordinance Zoning the Arlington Annexation R-4 (Residential - 4 du/ac), Located at 265 Arlington Drive, and Setting a Public Hearing for April 3, 2019
- iii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Maverick Estates Annexation of 22.38 Acres, Located at 2428 H Road
- iv. Introduction of an Ordinance Amending Ordinance No. 3981, Planned Development for Corner Square, Located at 2525 Meander Court, and Setting a Public Hearing for April 3, 2019

## 3. Contracts

- a. Construction Contract for the 2019 Sewer Interceptor Rehabilitation Project

## 4. Resolutions

- a. A Resolution Concerning the Issuance of a Revocable Permit to Downtown Grand Junction REgeneration, LLC to Allow for Eaves of New Homes to Overhang the White Avenue and North 8<sup>th</sup> Street Rights-of-Way adjacent to Lot 2 R5 Block Subdivision Amended

- b. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the 2019 Gray and Black Market Marijuana Enforcement Program
- c. A Resolution Authorizing the Application of the 2019-2020 Peace Officers Mental Health Grant
- d. A Resolution Authorizing an Addendum to the 2018 Gray and Black Market Marijuana Enforcement Grant

#### 5. Other Action Items

- a. Chip Spreader Purchase
- b. Purchase Vactor Sewer Jet Truck
- c. Purchase Side Load Refuse Truck

### Regular Agenda

#### Public Hearing - An Ordinance Amending Ordinance No. 4508 for the Planned Residential Development - North 7<sup>th</sup> Street to Disallow the Use of Vinyl Fencing on Properties within the District

Initiated by the Historic Preservation Board in conjunction with input from property owners within the North Seventh Street Historic Residential District, this request is to amend Planned Development Ordinance No. 4508 which established the guidelines and standards for the North Seventh Street Historic Residential District. The proposed amendment will clarify language in the guidelines and standards, expressly disallowing the use of vinyl fencing on properties within the District.

Senior Planner Kristen Ashbeck presented the item.

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

There were no public comments.

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

Conversation ensued about materials vs. aesthetics, the number of residents impacted, setting more guidelines of what is acceptable, limiting a property owner's ability to choose modifications to their property, and community benefits.

Councilmember Boeschstein moved to adopt Ordinance No. 4842, an ordinance amending Ordinance No. 4508 for the Planned Residential Development, North 7<sup>th</sup> Street consisting of

guidelines and standards by which new construction or alterations within the zone are determined to disallow the use of vinyl fencing on properties within the District on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried with Councilmembers McArthur and Kennedy voting NO.

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting adjourned at 6:58 p.m.

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Wanda Winkelmann, MMC  
City Clerk



## Grand Junction Planning Commission

### Regular Session

Item #2.a.i.

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**Meeting Date:** April 3, 2019

**Presented By:** Kathy Portner, Community Services Manager

**Department:** Community Development

**Submitted By:** Kathy Portner

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### **Information**

#### **SUBJECT:**

Introduction of a Proposed Ordinance to Rezone to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue and Set a Public Hearing for April 17, 2019

#### **RECOMMENDATION:**

Planning Commission heard this item at its March 26, 2019 meeting and unanimously (7-0) approved the request.

#### **EXECUTIVE SUMMARY:**

The requested Planned Development (PD) zoning and Outline Development Plan will establish the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 58.8 acres, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The City acquired the approximately 60-acre property formerly owned by the Jarvis family in 1990. The property is located on the north bank of the Colorado River between the Highway 50/railroad bridge and the Riverside neighborhood. Since that time, the property has been cleared, the Riverfront Trail extended, and a backwater pond for endangered fish was created between the trail and River. The developable acreage was purchased with the intent of future redevelopment.

A conceptual plan for the property was developed with input from a local stakeholder group. The plan creates a riverfront commercial/mixed use center with two points of access to Riverside Parkway and two points of access onto Hale Avenue. Development pods are identified for specific types of uses, including approximately 17 acres for parks and open space, 9.81 acres for Light Industrial/Commercial, 4.1 acres of mixed use/outdoor recreation and 10.5 acres of mixed use, with the remainder for parking and public streets. These properties, excluding the open space, would be offered for sale and the City would have available an additional .9 acres of leasable space along the riverfront.

The property is currently zoned BP (Business Park) and has a Future Land Use designation of Business Park Mixed Use. The City is proposing to rezone the property to PD (Planned Development), with a default zone of BP, to better define the type and mix of uses for the various development pods. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code.

The Riverside neighborhood to the north of the property is zoned R-8 (Residential, 8 du/ac) and has a Future Land Use (FLU) designation of Residential Medium (4-8 du/ac). Properties to the east, across Riverside Parkway, are zoned I-O (Industrial Office) and have a FLU designation of Business Park Mixed Use. Properties to the east, between the railroad bridge and Highway 50, are zoned C-2 (General Commercial) with a FLU designation of Commercial. The Colorado River is to the south and west of the property.

Section 21.02.150 of the Zoning and Development Code (“The Code”) sets the purpose of a Planned Development (PD) to apply to mixed use or unique single use projects to provide design flexibility. The Code provides Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved.

Much of the property is located within the regulated 100-year floodplain of the Colorado River and a small area directly adjacent to the river bank is within the Floodway. The City will retain ownership of the area within the Floodway to be used as open space and recreational area. Property within the 100-year floodplain will be developed in accordance with the Flood Hazard regulations found in section 21.07.010 of the Zoning and Development Code. Stormwater management will be provided as a part of the overall development of the project.

### **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.

In review of the project, City Staff found that the following long-term community benefits are being met with this proposed development application:

#1 More effective infrastructure. The project is providing more effective infrastructure by the design of an efficient roadway network providing access to all development pods, providing an overall stormwater management system, shared on-street and off-street parking, and shared open space and recreational facilities. In addition, a higher density project with more non-residential intensity utilizes more effectively (including cost), the related public infrastructure.

#2 Reduced traffic demands. The project is a mixed-use development that will provide the opportunity for living, working and playing in one area, thereby potentially reducing traffic demands. In addition, the proximity to the Riverfront Trail allows for easy pedestrian and bicycle access to and from the site.

#3 A greater quality and quantity of public and/or private open space. Approximately 28% of the site is set aside as open space, that includes the backwater pond, the Riverfront Trail and full access to the banks of the Colorado River. The 17 acres of open space provided with the plan far exceeds the Code requirement for 10% of the land area (Section 21.06.020(b)).

#4 Other recreational amenities. As a part of this project, access to the Colorado River will be improved and will include restoration of the riparian area. In addition, as a part of a project to improve the adjacent Riverside Park and the trail connection through this property, the City will be developing a bicycle playground in the open space area.

#7 Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public Art. The project will include the restoration of the riparian area along the River and the backwater pond.

#### Establishment of Uses:

The proposed ODP establishes four general categories of land use types including Light Industrial/Commercial (LI/C), Mixed Use (MU), Mixed Use/Outdoor Recreation (MU/OR) and Parks and Recreation (PR). The land use table identifies the specific uses allowed in each of the categories (see attached).

#### Density/Intensity:

The ODP proposes residential density of 12 units per acre as a minimum and does not provide a maximum density

#### Access:

Access to the Riverfront at Dos Rios will be provided at two locations from Riverside Parkway, one from the existing Hale Avenue intersection and one from the proposed Dos Rios Drive, located approximately 1,000 feet south of Hale Avenue. In addition, two access points are proposed from Hale Avenue, one aligning with Lawrence Avenue and one aligning with Rockaway Avenue.

#### Open Space and Pedestrian Amenities:

The ODP includes approximately 15.8 acres of open space and recreation area, which includes the existing backwater pond for endangered fish. The open space area also includes the existing riverfront trail that extends the length of the property. Access to the riverfront trail will be maintained and enhanced with the proposed plan.

#### Phasing:

The infrastructure for the Riverfront at Dos Rios Planned Development shall be constructed over a period of time extending no more than the maximum of 10 years as provided in GJMC Section 21.02.080(n). Individual lots will also be platted within this period of time.

#### Default Zone and Deviations:

The proposed default zone is BP (Business Park). Proposed deviations to the dimensional standards include:

- Adding retail to the list of primary uses
- decreasing the minimum lot area from 1 acre to .5 in LI/C and no minimum elsewhere
- decreasing minimum lot width from 100 feet to 25 feet
- modifying front yard setbacks as follows: principal structure from 15 feet to 0-10 feet (refer to architectural standards); accessory structure from 25 feet to 10 feet;
- modifying side yard setbacks as follows: accessory structure from 15 feet to 3 feet;
- modifying rear yard setbacks as follows: principal structure from 10 feet to 0 feet; accessory structure from 25 feet to 5 feet;
- modifying maximum height in Mixed Use Area 4 to 40 feet;
- modifying minimum density from 8 units/acre to 12 units/acre;

- modifying maximum density from 24 units/acre to no maximum.

#### Deviations:

Section 21.05.040 (g) of the Zoning and Development Code allows for the Planning Commission to recommend the City Council deviate from the default district standards subject to the provision of any of the community amenities as identified below. In order for the Planning Commission to recommend and the City Council to approve the deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;
2. Open space, agricultural land reservation or land dedication of 20% or greater;
3. Community facilities for provision of public services beyond those required for development within the PD;
4. The provision of affordable housing for moderate, low and very low income household pursuant to HUD definitions for no less than 20 years; and
5. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

Approximately 17 acres or 28% of the site is set aside as open space, that includes the backwater pond, the Riverfront Trail and full access to the banks of the Colorado River, thereby satisfying provision #2 above by dedicating over 20% of the property as open space.

#### Signage:

The proposed signage standards shall be as follows:

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.
2. Monument signs shall be located no closer than 2 feet from the front property line.
3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.



4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.

5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.

7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.

8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.

9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

#### Architectural Standards:

Architectural standards are proposed, as included in the proposed ordinance, requiring that all structures be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

#### **NOTIFICATION REQUIREMENTS**

As required by Section 21.02.080(e) of the Zoning and Development Code, a Neighborhood Meeting was held on November 15, 2018 for the proposed Outline Development Plan/Planned Development. Twenty-eight people attended the meeting along with City Staff. There were no objections noted to the Dos Rios development plans.

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 and the subject property was posted with an application sign on March 15, 2019. The notice of this public hearing was published March 19, 2019 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

Pursuant to Section 21.02.150 (b) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

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

The property has a Future Land Use designation of Business Park Mixed Use (BPMU) and Park along the banks of the Colorado River. The BPMU designation allows for business, light industrial, employment-oriented areas with the allowance of multi-family development. The proposed development is consistent with the land use designation in the types of uses proposed. And, the area designated as Park will be preserved as open space. Therefore, the proposed ODP is consistent with the Future Land Use Map of the Comprehensive Plan.

The Grand Valley Circulation Plan identifies Riverside Parkway as a Principal Arterial. The limited access proposed is consistent with standards for access to an arterial. The Riverfront Trail, as identified on the Active Transportation Corridors map, will remain through the property.

Further, the Outline Development Plan request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed use development conveniently located to services and the preservation of 27% of the site as open space.

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

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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

Policy B: Encourage mixed-use development and identification of locations for increased density.

Policy C: Increasing the capacity of housing developers to meet housing demand.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Comprehensive Plan and Circulation Plan.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code as follows.

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

Since the property was zoned BP in 2010, the City has proceeded with developing a conceptual plan for a mixed use center with development pods identified for specific types of uses, including parks and open space, light industrial/commercial, mixed use/outdoor recreation and mixed use. The City is proposing to rezone the property to PD (Planned Development) to better define the type and mix of uses for the various development pods and establish specific performance standards.

The development of a mixed use conceptual plan and need for specific performance standards to establish a cohesive look and feel for the area is a subsequent event that has invalidated the original premises of the BP zoning. 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 proposed Riverfront at Dos Rios is a proposed extension of the Riverfront at Las Colonias development to the east of Highway 50. The community investment in Las Colonias Park has resulted in the completion of the park facilities surrounding the Botanic Gardens and the amphitheater. Work is continuing on the completion of the Las Colonias Business Park that will help transform that area into a vibrant center of activity. Staff finds that the character and/or condition of the riverfront area as changed such that this criterion has 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 available to the property and are sufficient to serve the proposed mixed use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the Downtown area, which provides a number of commercial services.

The public and community facilities are adequate to serve the type and scope of the mixed use development, therefore, staff finds this criterion has been met.

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

The Riverfront at Dos Rios is an infill development project. The City is requesting to develop the property as a Planned Development (PD) to better define the types of uses allowed and to establish specific performance standards. Because PD is a zone category based on specific design and is applied on a case-by-case basis, staff finds this criterion is not applicable to this 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 will benefit from this infill development by providing an opportunity for riverfront development and redevelopment of a vacant property that provides significant public amenities. Proposed density and intensity is consistent with the Business Park Mixed Use land use category.

As discussed in the section titled Long-Term Community Benefit, the area will also derive benefits from the zoning of PD (Planned Development) by providing more effective and efficient infrastructure, reducing traffic demands by providing the opportunity for live, work and play in one area and access to the Riverfront Trail system, providing 15.8 acres of open space that preserves and protects the banks of the Colorado River, and developing a bicycle playground as a recreational amenity.

Staff, therefore finds this criterion has been met.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code;

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the

minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas. For maximum flexibility in the design of this site, the Applicant is requesting a reduction in the front yard setback from 15' to 0'-10' for principal structures and from 25' to 10' for accessory structures; a reduction in the rear yard setback from 10' to 0' for principal structures and from 25' to 5' for accessory structures; and a reduction in the side yard setback from 15' to 3' for accessory structures. The proposed reduced setbacks are similar to those allowed in the B-2 Downtown Business zone district, which is the type of development that is proposed. All of the proposed development is internal to the property and is not directly adjacent to any other private development.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

Approximately 17 acres of open space will be provided, which is 28% of the area, far exceeding the Code requirement for residential projects to provide 10% of the land area in open space.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i). Fencing and/or screening will comply with Section 21.04.040(i) of the Code and the following standards:

- All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.
- Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.
- The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.
- Fences shall be kept in good repair and condition at all times. Maintenance of fencing

shall be the responsibility of the property owner on the site upon which the fencing is located.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.

Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c).

All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.

Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

Plant Material and Design. Xeric landscaping design is highly recommended. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

Streets within Riverfront at Dos Rios shall be constructed and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to

share parking due to overlapping hours of operation and demand.

- Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.
- Mixed Use Areas 3 and 4: No Parking Requirement
- All other Uses: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking for all other uses as required by GJMC Section 21.06.050(c). An alternate parking plan under 21.06.050(e)(e) may be provided.
- Off-street parking for multifamily or mixed use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.
- Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

Section 21.06.050(e) of the Zoning and Development Code allows for consideration of an alternative parking plan. Based on the mix of uses contemplated with the Riverfront at Dos Rios development and the public parking provided on-street and in public parking lots, the Director finds that the parking standards as proposed in the ODP meet the requirements of an alternative parking plan.

(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.

Streets, alleys and easements will meet Code requirements.

d) The applicable corridor guidelines and other overlay districts (Section 21.02.150(b)(2)(iv).

There are no corridor guidelines or overlay district that are applicable for this development.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development (Section 21.02.150(b)(2)(v).

Existing public and community facilities and services are available to the property and are sufficient to serve the proposed mixed use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the Downtown area, which provides a number of commercial services. Existing overhead powerlines through the property are proposed to be relocated to a

center median in Hale Avenue with significant clear space to development on the north and south side of Hale Avenue.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi)).

The proposed project will have two access points onto Riverside Parkway, one at the existing Hale Avenue and one approximately 1,000 feet to the south on Dos Rios Drive. In addition, there will be two access points onto Hale Avenue at Lawrence Avenue and Rockaway Avenue.

g) Appropriate screening and buffering of adjacent property and uses shall be provided (Section 21.02.150(b)(2)(vii)).

No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses as follows:

- Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.
- Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.
- If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii)).

The ODP proposes residential density of 12 units per acre as a minimum and no maximum density.

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

There are many modifications to the minimum standards from the default zone district. However, the proposed modifications such as reduced setbacks are similar to those



allowed in the B-2 Downtown Business zone district, which is akin to the type and density of development that is proposed. All of the proposed development is internal to the property and is not directly adjacent to any other private development. Staff has therefore found the standards as proposed are appropriate for the development.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(x)).

The infrastructure for Riverfront at Dos Rios Planned Development shall be constructed over a period of time extending no more than the maximum of 10 years as provided in GJMC Section 21.02.080(n). Individual lots will also be platted within this period of time. Staff feels this is phasing is consistent with the Code an appropriate for this size of development.

### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the request for Rezone to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios (PLD-2019-115), the following findings of fact have been made:

1. The Planned Development is in accordance with all criteria in Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code.

2. Pursuant to Section 21.05.010 and 21.02.150(a), the Planned Development has been found to have long term community benefits including:

- a. More effective infrastructure;
- b. Reduced traffic demands;
- c. A greater quality and quantity of public and/or private open space;
- d. Other recreational amenities;
- e. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

3. Pursuant to 21.05.040(g) Deviation from Development Default Standards, it has been found to provide amenities in excess in what would otherwise be required by the code.

4. Pursuant to 21.05.040(f) Development Standards exceptions to setbacks; buildings can be safely designed to be compatible with lesser setbacks.

5. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the request for a Planned Development zone

district and Outline Development Plan (ODP) for Riverfront at Dos Rios.

**SUGGESTED MOTION:**

I move to introduce an ordinance to rezone to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue and set a public hearing for April 17, 2019.

**Attachments**

1. Use Zone Matrix
2. Dos Rios Site Maps
3. Dos Rios PD Ordinance

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
<b>ALLOWED LAND USE</b>				
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
<b>ALLOWED LAND USE</b>				
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
<b>Entertainment Event, Major</b>				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
General Offices	A	A		
<b>Recreation and Entertainment, Outdoor</b>				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	
All Other Outdoor Recreation			A	A
<b>Recreation and Entertainment, Indoor</b>				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
<b>ALLOWED LAND USE</b>				
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
<b>Manufacturing Indoor Operations and Storage</b>				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
<b>Manufacturing Indoor Operations and Outdoor Storage</b>				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
<b>Telecommunications Facilities</b>				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C

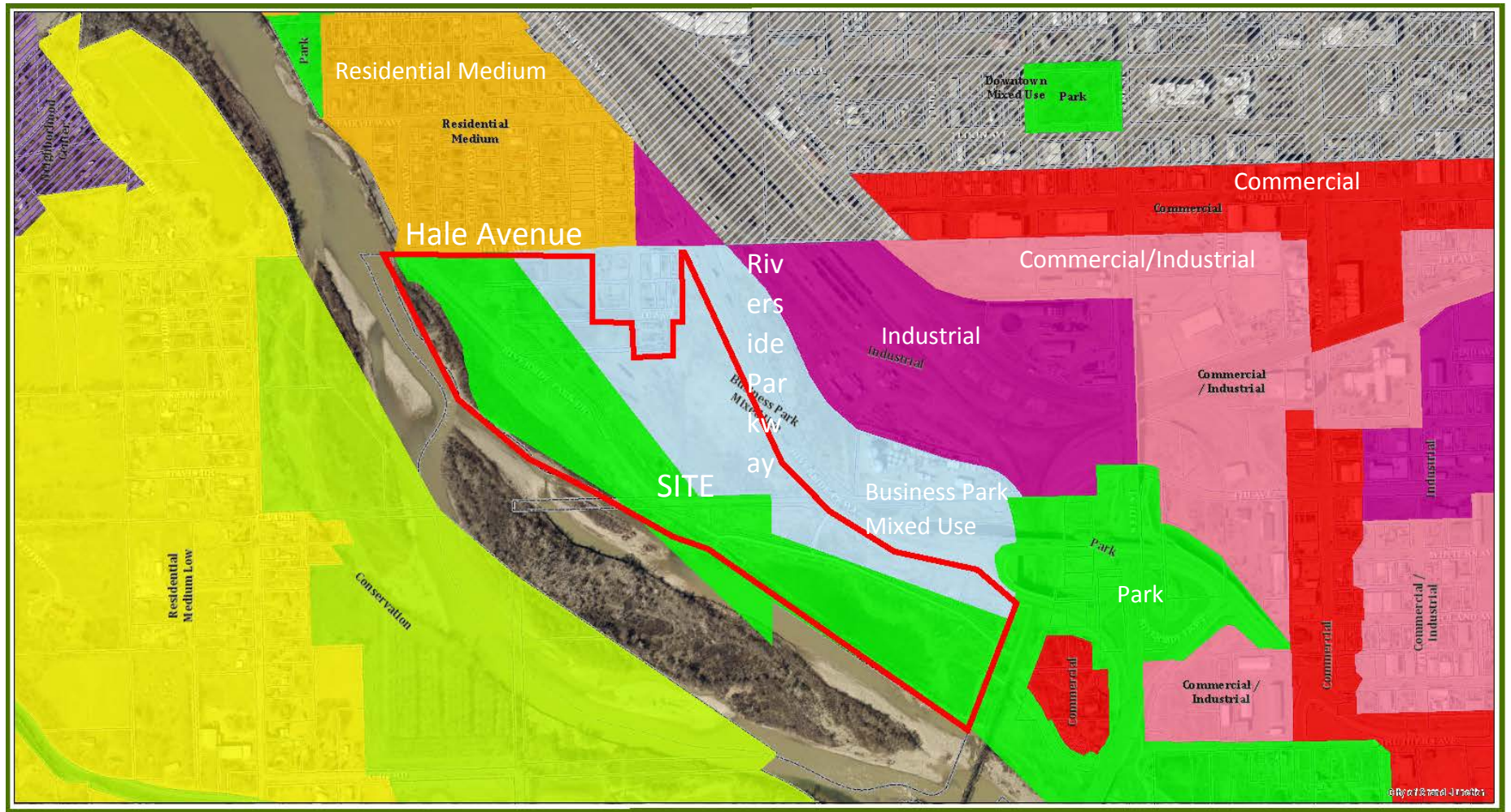
ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Bus/Commuter Stops	A	A	A	A

\* **Single Family Attached.** A one-family dwelling **attached** to one or more other one-family dwelling by common walls and located entirely on its own lot.

Site Location

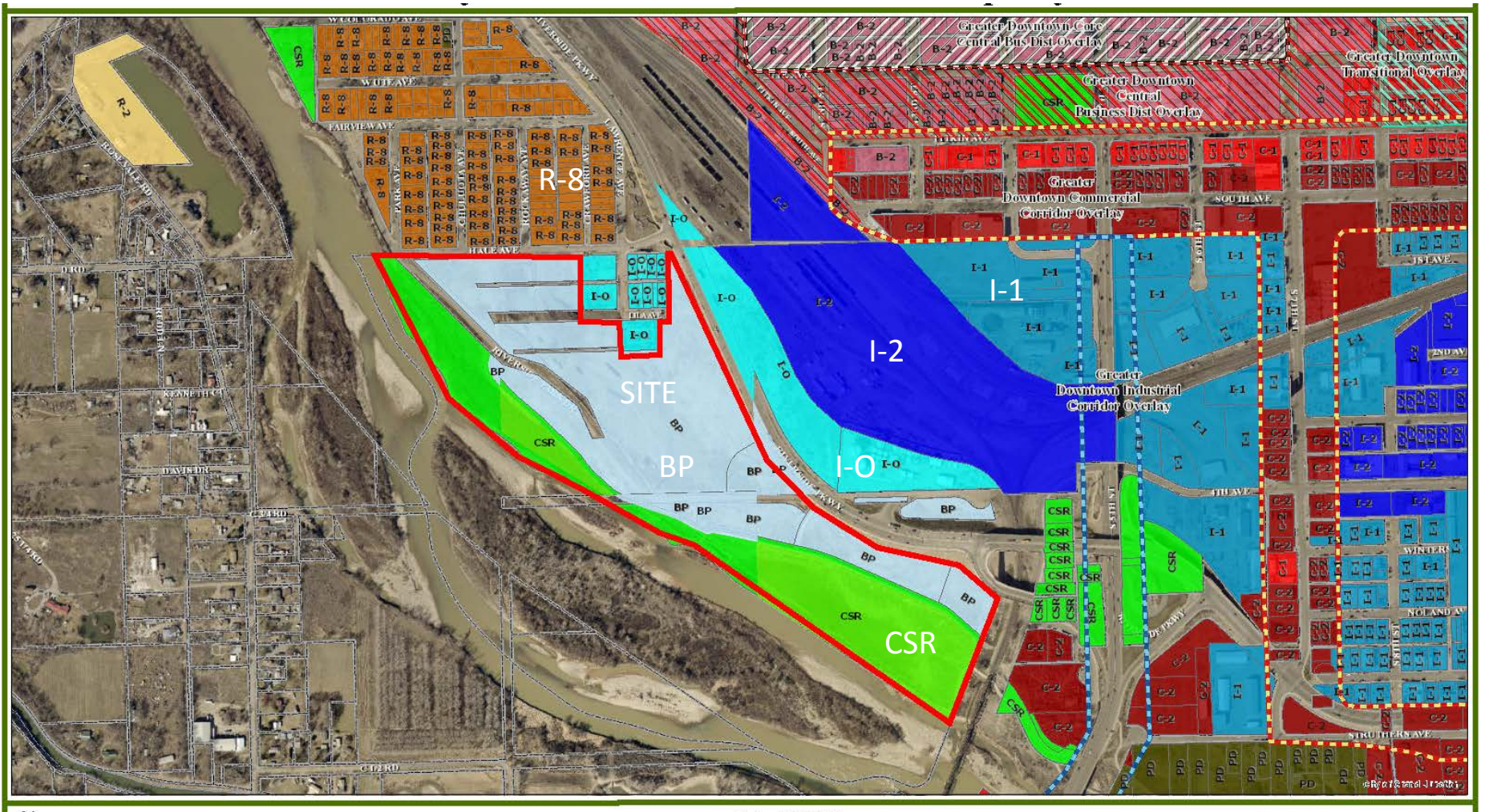


# Future Land Use Designations

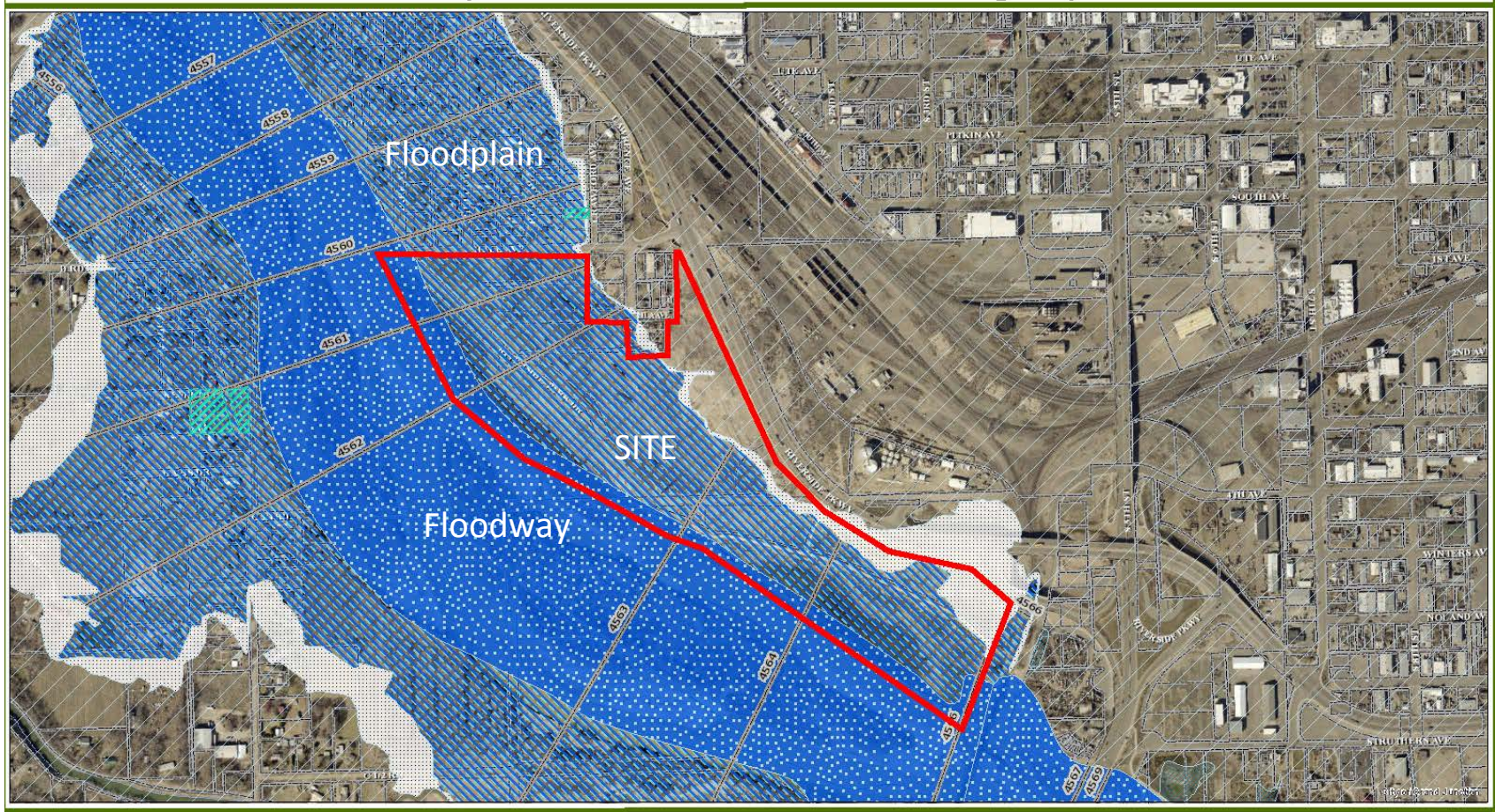




# Zoning



# Floodplain Designation



**CITY OF GRAND JUNCTION, COLORADO  
ORDINANCE \_\_\_\_\_**

**AN ORDINANCE APPROVING A REZONE TO PLANNED DEVELOPMENT (PD)  
AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR  
THE RIVERFRONT AT DOS RIOS**

**LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER  
BETWEEN HIGHWAY 50 AND HALE AVENUE**

Recitals:

The requested Planned Development (PD) zoning and Outline Development Plan (ODP) will establish the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 56.8 acres located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. The request for the rezone and ODP have been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning of Business Park (BP), land uses and design standards and guidelines for the ODP for the Riverfront at Dos Rios.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed ODP and determined that the ODP satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

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

A. This Ordinance applies to the following described properties and depicted in Exhibit A:

ALL of Lots 3, 4, 5, 6, 7 and that portion of Lot 9 lying East of the East edge of water for the Colorado River, Jarvis Subdivision Filing One, as same is recorded with Reception Number 2790938, TOGETHER WITH, Lot 13 of Jarvis Subdivision Filing Three, as same is recorded with Reception Number 2834555, all in the Public Records of Mesa County, Colorado, including all public rights of way within said Jarvis Subdivisions Filings One and Three.

CONTAINING 56.8 Acres, more or less, as described.

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District.

E. The default zone shall be BP with the following deviations to the dimensional standards. Additions/revisions noted in **red type**.

<b>Primary Uses</b>			
Employment, Light Manufacturing, Multifamily, <b>Retail</b> , Commercial Services			
<b>Lot</b>			
Area (min. acres)	± <b>No Minimum except .5 in LI/C</b>		
Width (min. ft.)	100 <b>25</b>		
Frontage (min. ft.)	n/a		
<b>Setback</b>	<b>Principal</b>		<b>Accessory</b>
Front (min. ft.)	15	<b>0-10*</b>	25 <b>10</b>
Side (min. ft.)	0		15 <b>3</b>
Side abutting residential (min. ft.)	10	-	5
Rear (min. ft.)	10	<b>0</b>	25 <b>5</b>
<b>Bulk</b>			
Lot Coverage (max.)	n/a		
Height (max. ft.)	65 <b>except 40 feet in Mixed Use Area 4</b>		
Density (min.)	8 <b>12</b> units/acre		
Density (max.)	24 units/acre <b>No Max</b>		
Building Size (max. sf)	n/a		

\* Refer to the Architectural standards

F. The allowed land uses shall be assigned by areas as depicted on the Outline Development Plan (ODP) and summarized in the table below. Uses will be as defined

and shall be consistent with GJMC Codes and Standards as amended. A = Allowed; C = Conditional Use; Blank = Not Allowed

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
<b>ALLOWED LAND USE</b>				
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
<b>ALLOWED LAND USE</b>				
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
<b>Entertainment Event, Major</b>				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
General Offices	A	A		
<b>Recreation and Entertainment, Outdoor</b>				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	
All Other Outdoor Recreation			A	A
<b>Recreation and Entertainment, Indoor</b>				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
<b>ALLOWED LAND USE</b>				
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
<b>Manufacturing Indoor Operations and Storage</b>				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
<b>Manufacturing Indoor Operations and Outdoor Storage</b>				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
<b>Telecommunications Facilities</b>				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A

<b>ALLOWED LAND USE</b>	<b>Mixed Use</b>	<b>Light Industrial/Commercial</b>	<b>Mixed Use Outdoor Recreation</b>	<b>Parks and Recreation</b>
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

\* **Single Family Attached.** A one-family dwelling **attached** to one or more other one-family dwelling by common walls and located entirely on its own lot.

## G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

### 1. SITE DEVELOPMENT

#### A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

#### B. Parking

Streets within Riverfront at Dos Rios shall be constructed and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.

Mixed Use Areas 3 and 4: No Parking Requirement

All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided



under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.
3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

### **C. Landscaping**

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.
2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c).
3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.
4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.
5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

### **D. Service Entrances, Loading and Dumpster Areas**

1. Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.
2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

### **E. Outdoor Storage and Display**

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3).

4. Location of permanent outdoor display areas shall be established with site plan approval.

### **F. Fencing**

1. All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.

3. The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.

4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

### **G. Lighting**

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.

- a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 12 feet in height.
  - b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).
  - c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.
  - d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.
2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.
    - a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.
    - b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.
    - c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

## **H. Signs**

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.
2. Monument signs shall be located no closer than 2 feet from the front property line.
3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.
4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.
5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.
7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.
8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.
9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

## **2. ARCHITECTURAL STANDARDS**

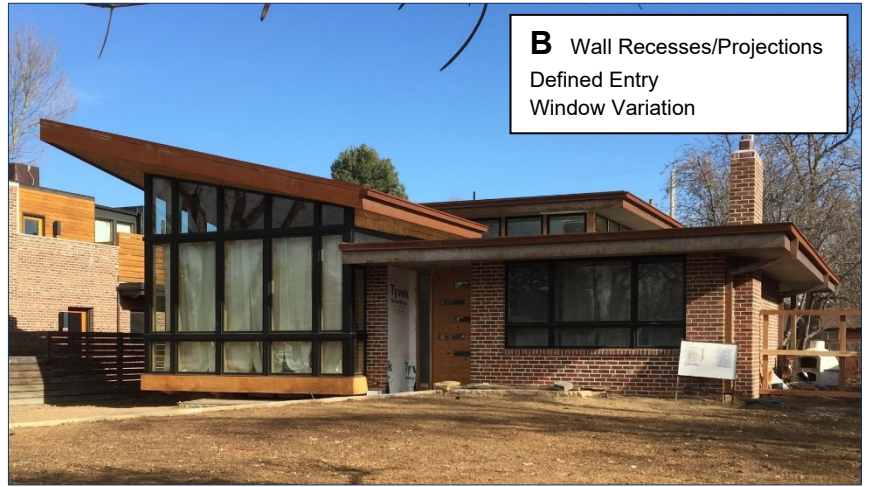
It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.
2. Façade articulation/modulation such as recessed and projecting elements or defined, smaller bays.
3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.
4. Wall recesses or projections that break up scale and massing.
5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.
6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.
7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.
8. Other architectural details that provide visual interest such as:
  - use of accent colors
  - awnings or porticoes

- other variations in materials, details, surface relief and texture.

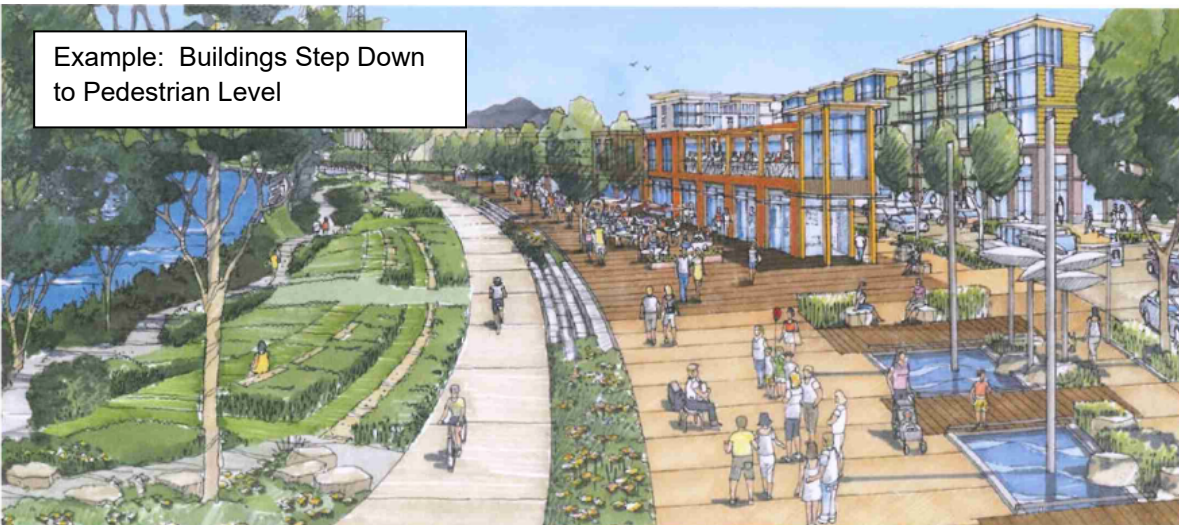
9. Building(s) on the site utilize renewable energy sources or passive solar.

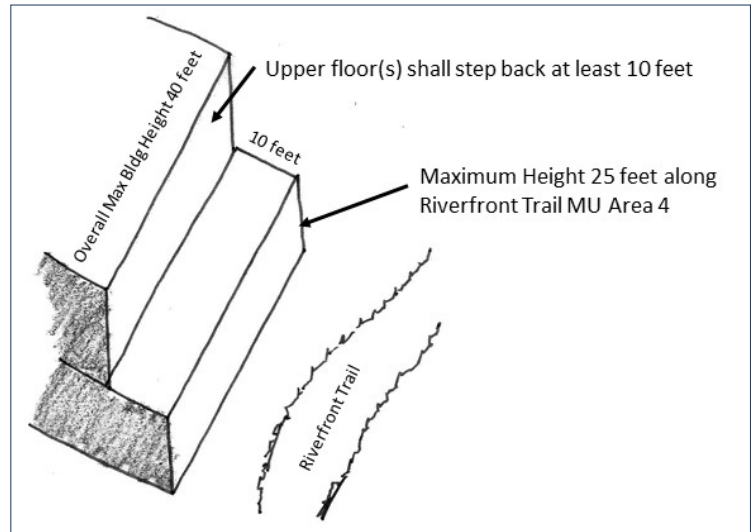
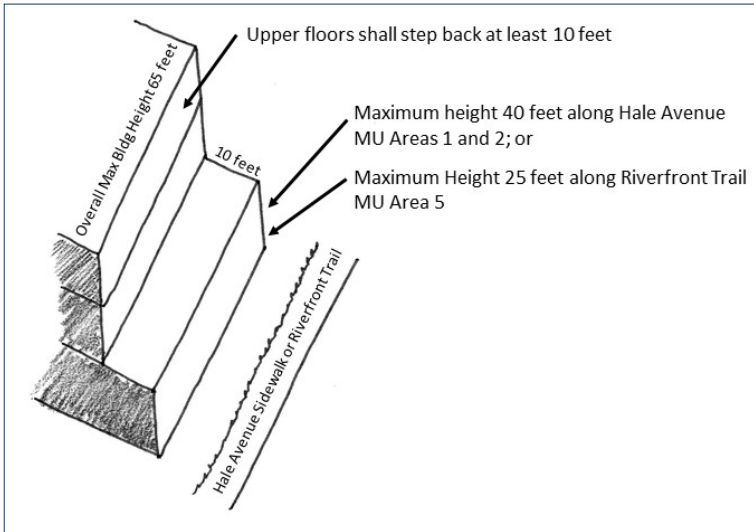


B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.





E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this \_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

ATTEST:

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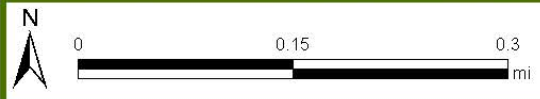
President of City Council

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City Clerk

# EXHIBIT A

## Dos Rios PD Boundary



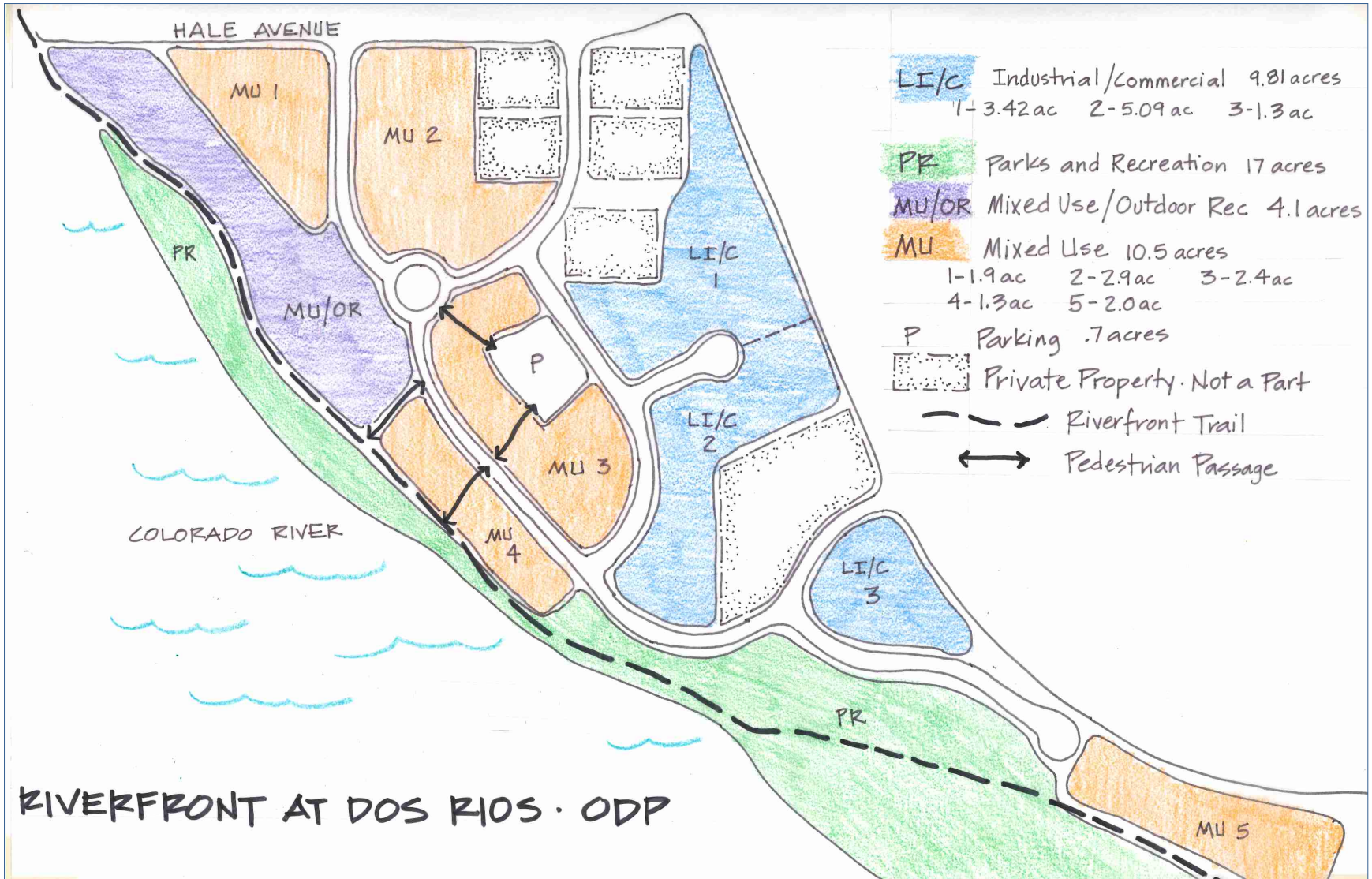
Date: 3/27/2019

1 inch = 376 feet





# EXHIBIT B





## Grand Junction Planning Commission

### Regular Session

Item #2.a.ii.

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**Meeting Date:** April 3, 2019

**Presented By:** Andrew Gingerich, Associate Planner

**Department:** Community Development

**Submitted By:** Andrew Gingerich, Associate Planner

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### **Information**

#### **SUBJECT:**

Introduction of a Proposed Ordinance Rezoning a Property from PD (Planned Development) to R-12 (Residential – 12 du/ac) and R-16 (Residential – 16 du/ac), Located at Lot 113 Brookwillow Village and Set a Public Hearing for April 17, 2019

#### **RECOMMENDATION:**

The Planning Commission heard this item at their March 26, 2019 meeting and recommended approval (7-0).

#### **EXECUTIVE SUMMARY:**

The Applicant is seeking approval of a Rezone of Brookwillow Village Filing III, Lot 133, a 5.12-acre property anticipated to develop as Phase 3 of the Brookwillow Village Planned Development, from PD (Planned Development) to R-12 (Residential – 12 DU/Acre) south of proposed Wolcott Ave and to R-16 (Residential – 16 DU/Acre) north of proposed Wolcott Ave. The area north of proposed Wolcott Ave is 2.743 +/- acres and the area south of Wolcott Ave is 2.377 +/- acres. The site requires a Rezone because the development plan for the PD zoning has lapsed. Per an extension to the Brookwillow Village PD, approved on February 14, 2012, the site was to be developed as the final phase of the PD by January 30, 2014. This application for a Rezone has been submitted concurrently with an application for a Preliminary/Final Major Subdivision for the area south of Wolcott Ave (see plan case SPN-2018-775).

#### **BACKGROUND OR DETAILED INFORMATION:**

## **BACKGROUND**

On January 20, 1999 the City Council passed Ordinance No. 3088 approving the rezone of the property located at 652 24 ½ Road from RSF-R to Planned Residential zoning district. The City Council also approved the Outline Development Plan for the property, known as the Hall Property. In June of 2004 the applicants submitted a Preliminary Development Plan for Brookwillow Village Planned Development, which changed the name from Halls Estates to Brookwillow Village and amended Ordinance 3088, the ODP for the Hall property. A phasing schedule was provided and approved by the City Council in March of 2005. The anticipated completion dates were as follows: Phase 1, December of 2006; Phase 2, June of 2008; and Phase 3 by January 2010.

Construction began and the first phase of the project was platted. The economy started to flatten and the housing demand was slowing. The applicant requested that a revised phasing schedule be approved to accommodate the slow sales and the inability to complete the final plat for Phase 2. On August 26, 2008, the Planning Commission approved the requested extension. Phase 2 was extended to December 31, 2009 and Phase 3, the site currently proposed for Rezone, was extended to January 30, 2012.

On February 14, 2012 a request for Extension was approved setting the completion date for Phase 3 to February 28, 2014. Development of Phase 3 did not occur by the extended completion date and the development plan for the Brookwillow Village Planned Development lapsed.

The applicant would now like to proceed with development of Lot 113, the property that was intended to be developed as Phase 3 of the Brookwillow Village Planned Development. Because the development plan has lapsed, a Rezone of the property is required for development to proceed. The applicant is requesting to Rezone the northern 2.743 acres of property to an R-16 (Residential – 16 DU/Acre) zone district, and the remaining 2.377 acres of the property to an R-12 (Residential – 12 DU/Acre) zone district.

The applicant has concurrently submitted an application for a Preliminary/Final Major Subdivision for the area requested for Rezone to R-12, which would be developed as 24 attached townhomes (see plan case SPN-2018-775). The area of the proposed subdivision is expected to be removed from the Brookwillow Village Subdivision and to join the Halls Estates Subdivision located directly to the south.

At a future date, the applicant anticipates developing the area requested for Rezone to R-16 as a 40-unit condominium.

Brookwillow Village Filing III, Lot 113 is remains vacant. The surrounding area has developed as a mix of residential uses. This is consistent with the Comprehensive Plan's Future Land Use Map, which designates this area as Residential Medium High

and calls for residential uses with densities between 5.5 and 16 DU/Acre. Adjacent properties to the west and north have developed as a mix of attached townhomes, single family homes, and condominiums per the Brookwillow Village development plan. Adjacent properties to the east have developed as single family homes, and to the south as attached townhomes.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting was held on Monday, December 3, 2018 at 5:30 pm at the Bank of the San Juans, located at 2452 US Highway 6 & 50, Grand Junction. The Applicant's representative provided an overview of the Rezone request and Subdivision Proposal for the area south of Wolcott Drive. 3 citizens, along with the Applicant's representative and City planning staff were in attendance. Attendees were concerned primarily about parking, access and construction., and how they could provide public comment for the proposed Rezone.

Public notice for this application was provided in accordance with Sec. 21.02.080(g) of the Code, including posting notification signs on the subject property on all public rights-of-way.

### **ANALYSIS**

Pursuant to Section 21.02.140 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 criteria:

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

The property is currently zoned PD and the development plan for the PD zoning has lapsed. Because of this, a Rezone is required for development to proceed.

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 site is currently vacant and the surrounding properties have developed at uses and densities that are consistent with the Comprehensive Plan Future Land Use Map. The proposed Rezone would allow the continuation of the current development pattern.

Therefore, Staff finds this criterion has been met.

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

The majority of the community benefits of the Brookwillow subdivision have been built. These include parks, trails, and recreation facilities. The site can be served by Ute water, City sewer, and Xcel Energy electricity and natural gas. The property also has access to storm drainage infrastructure.

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

There are no undeveloped properties in the nearby area that are currently within the R-12 and R-16 zone districts.

Therefore, Staff 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 the proposed Rezone by creating an opportunity for the land to be developed in manner that is consistent with recent development in the area. The property will remain vacant if the Rezone does not occur.

Therefore, staff finds that this criterion has been met.

This Rezone request is consistent with the Future Land Use Map designation of Residential Medium High, which is implemented by residential development at densities between 8 DU/Acre and 16 DU/Acre. The Rezone is also consistent with the following vision, goals and/or policies of the Comprehensive Plan:

Goal 1 – Policy A:

City and County land use decision 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 region.

Goal 5:

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

### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing RZN-2018-774, a request to Rezone Lot 113 of Brookwillow Village

Filing III, a 5.12-acre property, from an expired PD (Planned Development) zone district to an R-12 (Residential - 12 DU/Acre) zone district and an R-16 (Residential - 16 DU/Acre) 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. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, Staff recommends approval of the request to Rezone Lot 113 of Brookwillow Village Filing III from an expired PD (Planned Development) zone district to an R-12 (Residential - 12 DU/Acre) zone district and an R-16 (Residential - 16 DU/Acre) zone district.

**SUGGESTED MOTION:**

I move to introduce an ordinance rezoning the Senergy Builders, LLC property from PD (Planned Development) to R-12 (Residential – 12 dwelling units per acre) and R-16 (residential – 16 dwelling units per acre) located at Lot 113 Brookwillow Village and set a public hearing for April 17, 2019.

**Attachments**

1. Application Binder
2. Extension Request
3. Maps
4. Public Comment Recieved\_Halls Estates Filing 4 Rezone
5. Halls Estates Rezone\_Exhibit List\_CC\_0403
6. Ordinance\_Rezone\_Lot 133 BrookWillow Village F3

## 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:

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

Existing Land Use Designation <input type="text"/>	Existing Zoning <input type="text"/>
Proposed Land Use Designation <input type="text"/>	Proposed Zoning <input type="text"/>

Property Information

Site Location:  Site Acreage:

Site Tax No(s):  Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Signature of Legal Property Owner

Date

Date

## 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:

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

Existing Land Use Designation <input type="text" value="Residential"/>	Existing Zoning <input type="text" value="R-8 expired Brookwillow PD"/>
Proposed Land Use Designation <input type="text" value="Residential"/>	Proposed Zoning <input type="text" value="R12 &amp; R16"/>

Property Information

Site Location: <input type="text" value="Brookwillow Subdivision E of Brookwillow Loop/W of 24 3/4"/>	Site Acreage: <input type="text" value="5.11"/>
Site Tax No(s): <input type="text" value="2945-041-37-113"/>	Site Zoning: <input type="text" value="R-8"/>
Project Description: <input type="text" value="Halls Estate IV 24 townhomes"/>	

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

**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 <input style="width: 90%;" type="text" value="Darin Carei"/>	Date <input style="width: 80%;" type="text" value="12-4-18"/>
Signature of Legal Property Owner <input style="width: 90%;" type="text" value="Darin Carei"/>	Date <input style="width: 80%;" type="text" value="12/4/18"/>



**Project Report**  
**Halls Estates Filing IV**  
**Rezone, Preliminary, & Final**  
**Grand Junction, Colorado**  
**December 6, 2018**

**Prepared for:**



**518 28 Road Suite A-202**  
**Grand Junction, CO 81501**



**Prepared by Jeffery Fleming, CNU-A Colorado Land Advisor, Ltd.**

**Halls Estates Filing IV Rezone Preliminary Final**

***Project Report  
Halls Estates  
Filing IV  
Grand Junction, Colorado***

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Prepared by Jeffery Fleming ~ Colorado Land Advisor, Ltd.

# ***INTRODUCTION and SUMMARY***

The purpose of this General Project Report, documents, and accompanying drawings, is intended to provide an overview of the property and proposed final development utilizing Grand Junction's Planning process. The Development Plan process is intended to gather initial input from review agencies for the detailed plan.

The Original Preliminary Plan for Halls Estates was approved by City Council on January 27, 2009. This parcel would add to that plan with this 5.12 acres +/- . The parcel is located at North of Hannah Lane and abuts the existing Halls Estates F III. Mesa County has assigned the parcel number 2945-041-37-113. The parcel is within the city limits of Grand Junction.

The Filing IV plan is primarily located North of Trinity and Emma with the East side abutting 24-3/4 Road. In Filing IV the Plan will consist of 5 structures containing 24 townhomes as well as 3 streets, tracts, and Open Space.

This development will require a rezone. In order to meet the density requirements of the original Brookwillow Village ODP this parcel needs to be rezoned to R-12 South of the future Wolcott and to R-16 North of the future Wolcott. The civil plans for Halls IV will show the density and design being proposed. An R-12 zone is more suitable for developing townhomes while the R-16 zone will be suitable for the future development of 40 condominiums. For the southern portion the project will meet the bulk standards of R-12.

Senergy Builders anticipates building two story homes in Halls Estates Filing IV having between 1100 and 1500 square feet each. Access into Halls Estates would be via Hannah Lane. Three new streets would be built: Emma Lane, Trinity Way, and Wolcott Ave.

All utility and street construction would begin immediately upon approval of the Final Plan.

# **SITE ANALYSIS**

The purpose of this section is to identify the physical and technical characteristics of the property selected for Halls Estates Filing IV, in relationship to the surrounding area.

The site is located within the city limits of Grand Junction . The approximate center of Filing IV is found at Lat and Long: 39.100769, -108.594692.

The Halls Estates site consists of one parcel of land that is rectangular in shape. Filing 4 will be wholly constructed North of Hannah Lane. Ground cover on the site is minimal and the slopes are very slight and the soils are fair



# **SITE ANALYSIS**

The site is located in Northwest Grand Junction. This area is a prime area for growth. With Patterson Road connecting to many shopping, medical and work locations, it is a short commute to most anywhere that future homeowners would want to go. Halls Estates is adjacent to shopping including the regions largest shopping mall, Mesa Mall, and a short walk to the City's largest park, Canyonview. Canyonview Park is fully developed and serves soccer, baseball, tennis, lacrosse and football leagues. It has two small lakes, walking trails, shelters with restrooms, a hockey rink, horseshoe courts and basketball courts. The children's play area was recently renovated and expanded.

Halls Estates will be governed by a set of covenants. The constraints within the covenants will guide how the site is developed and how it is maintained. As previously mentioned, the covenants will control irrigation water which will turn the ground into beautiful high desert landscape with small grass yards.

Landscaping - Per Section 21.06.040 of the City's Zoning and Development Code Halls Estates' Landscape Plan will include areas adjacent to the pond and other common areas. This plan has been drawn by Nvision Designs Rob Breeden, a Colorado licensed Landscape Architect.

Screening and Buffering: A 6' vinyl fence will be located along the eastern and western property lines to buffer the development. This will have landscaping surrounding it. In conjunction with the Landscape Plan these two elements will buffer road noise and visual impacts of any future roadway upon the development.

# ***SITE ANALYSIS***

Screening and Buffering continued: Separating 24-3/4 Road from the development's east side will be a landscape strip consisting of a berm, shrubs and decorative rock.

The topography of Filing 4 consists of slopes of 1-2%. An elevation of 4,581 feet is the highest point (center). An elevation of 4,577 exists as the lowest point (Southwest).

# ***EXISTING and FUTURE LAND USE***

The City of Grand Junction approved the Preliminary Plan for Halls Estates in January of 2011. This Development consists of 4 Phases. This application is for Filing IV of that plan. This application includes:  
24 Townhome Attached units.

A reproduction of part of the City's Future Land Use Map follows:



The site is shown as having a Residential Medium High designation. The current zoning is R-8. This request is to rezone to R-12 and R-16 in order to meet the density requirements of the original Brookwillow Village ODP, the Future Land Use Map, the Blended Residential Map, and the Comprehensive Plan.

# ***SURROUNDING LAND USE***

The surrounding land uses in the vicinity of the subject property are considered to be “low to moderate” intensity. The following chart describes the various land uses that adjoin the property:

**NORTHWEST**

**Multi-Family**

**NORTH**

**Multi-Family  
Vacant**

**NORTHEAST**

**Single Family  
Dwellings on  
Parcels**

**WEST**

**Multi-Family**

**EAST**

**Single Family  
Dwellings on  
Parcels**

**SITE**

**SOUTHWEST**

**Single Family  
Multi-Family**

**SOUTH**

**Multi-Family  
Dwellings**

**SOUTHEAST**

**Single Family**



# PROPOSED LAND USE

**SITE DEVELOPMENT** – Preparation of the accompanying Site Development Plan Map is directly related to the site conditions described in this narrative. The map depicts the relationship of the building sites to the property boundary, roadway access and adjacent properties. This Filing IV plan calls for the development of 24 Townhome units. The resulting density will be: 5 structures and 24 townhomes on 5.12 acres, or 4.7 dwelling units per acre.

## *Land Use Summary:*

SITE DATA TABLE:

LAND USE ZONE R-12		
SITE	SQ FT	PERCENTAGE
LOTS	71199	31.9%
TRACT (SAN SEWER)	466	0.2%
OPEN SPACE RIGHT-OF-WAY	1540	0.7%
<b>HARDSCAPE</b>		
STREETS	26142	11.7%
C&G/SIDEWALK	13606	6.1%
<b>FUTURE DEVELOPMENT WITHIN LOT</b>		
COPPER CREST	97687	43.8%
	12419	5.6%
<b>TOTAL =</b>	<b>223059</b>	<b>100%</b>

To supplement the individual lot development standards presented herein, architectural controls will be implemented to ensure an aesthetically pleasing and orderly development. To achieve this, covenants, conditions and restrictions (CC&R's) will be adopted to insure ongoing protection to the future residents of Halls Estates, as well as the surrounding property owners.

# ZONING and BULK STANDARDS

## DENSITY AND DIMENSIONAL STANDARDS FOR Halls Estates IV

This proposal is for Halls Estates IV to provide 24 multifamily units in an R12 zone:

### R-12: Residential – 12.

Primary Uses			
Two-Family, Civic			
See GJMC 21.04.010, Use Table			
Lot			
Area (min. sq. ft.)	n/a		
Width (min. ft.)	30		
Width – Two-Family (min. ft.)	45		
Frontage (min. ft.)	20		
Setback	Principal		Accessory
Front (min. ft.)	20		25
Side (min. ft.)	5		3
Rear (min. ft.)	10		5
Bulk			
Lot Coverage (max.)	75%		
Height (max. ft.)	60 ft		
Height (max. stories)	5		
Density (min.)	8 units/acre		
Density (max.)	12 units/acre		
Cluster Allowed	No		

The Parcel North of Wolcott is proposed to be zoned R16 in order to fit the intent and a density comparable with the Brookwillow Village ODP. This R16 zone will allow for 40 condominiums to be built in a future development on that parcel.

### R-16: Residential – 16.

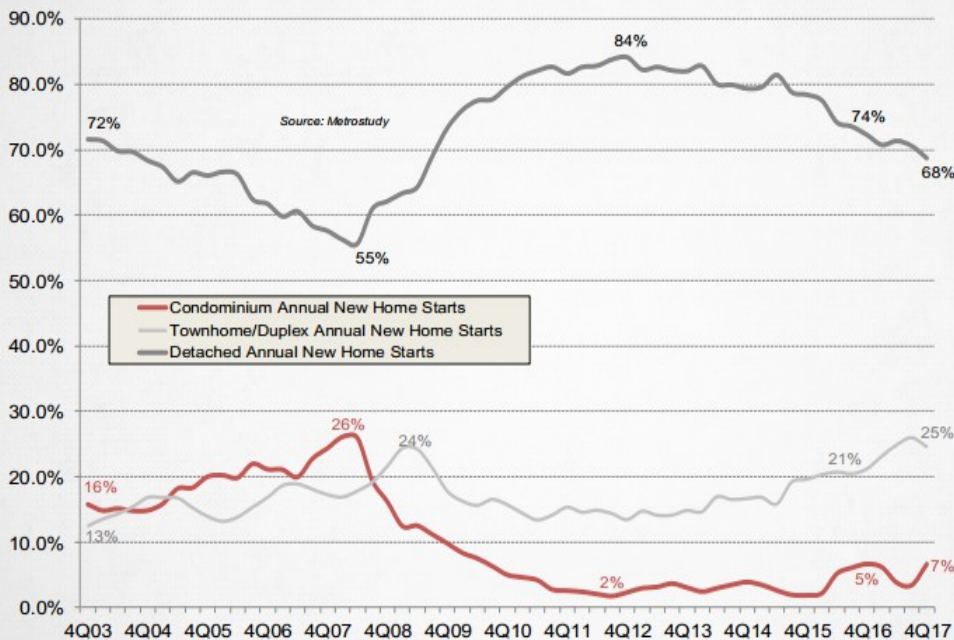
Primary Uses			
Multifamily, Civic			
See GJMC 21.04.010, Use Table			
Lot			
Area (min. sq. ft.)	n/a		
Width (min. ft.)	30		
Frontage (min. ft.)	20		
Setback	Principal		Accessory
Front (min. ft.)	20		25
Side (min. ft.)	5		3
Rear (min. ft.)	10		5
Bulk			
Lot Coverage (max.)	75.00%		
Height (max. ft.)	60		
Height (max. stories)	5		
Density (min.)	12 units/acre		
Density (max.)	16 units/acre		
Cluster Allowed	No		

# HOUSING and DEMOGRAPHICS

Growth in the housing industry is starting up once again. As a state Colorado has the 3<sup>rd</sup> strongest growth in CoreLogic's Housing Price Index. This growth shows demand is up in the housing types to be built. The following graphs depict the various types of households in Mesa County. Halls Estates Filing 4 will provide much needed housing types which will accommodate a large portion of the coming growth using data obtained from the Colorado Division of Housing and the Department of Local Affairs. Halls Estates Filing IV will be multi-family homes.

- **Change in housing availability by type**

Distribution of New Home Starts by Product Type



# ***Multifamily DEVELOPMENT***

Halls Estates Filing IV will be developed into 24 dwelling units. This Application is for Filing IV of Halls Estates. This type of housing is becoming more popular as people desire to have free time and spend less time on home and yard maintenance.

Our population is changing and becoming increasingly diverse. The mindset of what a home is, is evolving. Many households now prefer higher-density housing, even in suburban locations. Higher density housing without a huge time commitment to home maintenance is becoming more sought after by retiring Baby Boomers and Young Professionals.

The “Great Recession” has also reshaped thinking about housing choices. According to the National Association of Home Builders, In the last 5 years the average home size has shrunk 9%. The average family size is also shrinking: 36% of all families are single parent households, 27% are single person households, 13% are empty nesters and, 16% are couples without children\*\*. All of these families need smaller homes. Halls Estates is a response to this “New Population”.

\*\*Source U.S. Bureau of the Census, *Current Population Survey*

- *Halls Estates is a prime location that will serve the community's real estate needs in many facets:*

*It will serve as housing for older people looking for a “**burden free retirement**” without the hassle of home maintenance but with the convenience of the park setting and mountain views.*

*It will be sought after by “**work hard play hard**” young professionals who work hard through the week and want to go play hard on the weekends.*

# **Multifamily DEVELOPMENT**

*It will be desired by Colorado Mesa University **older “non-traditional” students** who are returning to further their education. These 30 to 45 year olds understand home ownership yet they don't have the time or equipment to mow or maintain their traditional yard.*

*It will be wanted by “**over-committed**” professional and medical staff who's on-call careers keep them from making large time commitments to home projects but yet want to live in an upscale home/neighborhood close to their work.*

*It will be sought after by retirees who want to “**lock and leave**” so that when they head to Europe for a couple of months they know someone is taking care of the place.*

*Single parents who feel like “**time stretched parents**” divying up their life between work, parenting, kids and everyday life will be attracted to Halls Estate's less complex living community. Of this group Single mothers like a neighborhood being close enough to feel secure, as they might prefer secure private back yards.*

*Young families who are fast tracking their lives will want a place that “**frees up to move up**” rather than being tied down to mow down weeds. Halls Estates will be that place.*

*New empty nesters wishing to “**downsize and upscale**” into a new hassle free community will be attracted to Halls Estate's location and finishes.*

# ***TRANSPORTATION and EMERGENCY SERVICES***

Access to the site is excellent. Access is gained from 24-1/2 Road onto Brookwillow Loop. Access is also available from Hannah Lane. Once developed the project will connect Brookwillow Loop to 24-3/4 Road and onto 25 Road via Wolcott. There will be access to F-1/2 Road as well.

The Grand Junction Fire Department currently employs over 80 full time employees and is one of the largest paid fire departments between Denver and Salt Lake City. The Grand Junction Fire Department has recently made numerous upgrades to it's service including a new 911 Call Center and administrative offices. Fire Station 2 has recently undergone a complete renovation. The Open House for Station 2 was in November 2013. Halls Estates will have excellent fire protection services.

Other emergency services are available from the City of Grand Junction Police Department. The Grand Junction Police Department has made numerous upgrades to it's service including a new 911 Call Center and administrative offices as well. In 2011 the Uniform Patrol section was comprised of 101 sworn officers, four non-sworn police service technicians, eight sergeants and three lieutenants. Collateral duties such as the Canine Program, SWAT, the Bike Officer Program, and Forensic Investigations fall under the Uniform Patrol section. In all the Grand Junction Police Department has 192 full time law enforcement employees.

# ***ACCESS and PARKING***

Parking is an important issue in any development, even more so as density increases. Halls Estates IV will have a density consistent with an R-12 designation. The City's development standards require that a minimum of 2 spaces per unit be designed for off street parking. The design of Halls Estates will allow for each home within Halls Estates will have at least one parking space in the garage, one in the driveway along with parking in two small private lots as well as on the street. Driveway placement has been greatly scrutinized to allow for better spacing and more parking. All on-street parking is within 150 feet of the associated residence.

## Filing IV Parking schedule

-Off Street Parking -

Garages: 24

Driveways: 24

Off Street Parking: 28

-On Street Parking -

Trinity and Wolcott: 25

Total: 101

Spaces per unit: 4.2

Off Street Handicap Parking: 2

Off Street Motorcycle Parking: 2

# AREA SCHOOLS

Schools designated to and around the project site are as follows: Appleton Elementary School, which is located on 2358 H Road. Fruita Middle School, which is located at 239 N Maple St, Fruita. Fruita 8 and 9 School, which is located at 1835 J Road, Fruita. Fruita Monument High School, which is located at 1102 Wildcat Ave, Fruita. Colorado Mesa University, which is located at 1100 North Ave. Grand Junction, CO.

All the above-mentioned facilities are in Mesa County, Colorado.

## Appleton Elementary School



## Fruita Middle School



## Fruita 8/9 School and High School



## Colorado Mesa University





# SOILS and GEOLOGY

No man-made or natural geologic hazards are known to exist on the subject property. The US Department of Agriculture, Soil Conservation Service, has identified the following soils on the site. (The complete USDA Report is available from Colorado Land Advisor) These soils are not prime farmland. Geotechnical results show soils consistent with previous fillings standard slab foundations will be utilized for Halls Estates IV. See the soils report for full details.

<b>Mesa County Area, Colorado (CO680)</b>			
<b>Map Unit Symbol</b>	<b>Map Unit Name</b>	<b>Acres in AOI</b>	<b>Percent of AOI</b>
Tr	Turley clay loam, 0 to 2 percent slopes	5.12	100.0%
<b>Totals for Area of Interest</b>		<b>5.12</b>	<b>100.0%</b>

# **UTILITY SERVICES**

**DOMESTIC WATER** – All dwellings within the subdivision will be served by a publicly owned domestic water distribution system. New water services will be extended to each new dwelling from the 8” inch water main owned and operated by Ute Water Conservation District. Existing fire hydrants are located on Hannah and Brookwillow Loop. No less than 2 new fire hydrants will be added to the infrastructure in Filing IV. It is estimated that 8,000 – 11,000 gallons per day will be consumed once the parcels are fully occupied. All water lines will be underground on-site.

**SANITARY SEWER** – Halls Estates is located within the 201/Persigo Boundary and is serviced by the City of Grand Junction Public Works Department. Therefore, sewage connections will be made to that system via 24 individual 4” lines.

**NATURAL GAS** – XCEL Energy has 2” lines in Trinity Way, Emma Lane and Brookwillow Loop. New underground lines will be connected to these on-site.

**DRY UTILITIES** – Electric service is provided by XCEL Energy. Lines are available along the North and South of the property. These will be extended into the development. All lines will be underground. On-site communication lines service the area and are provided by both CenturyLink and Charter. All major cellular telephone companies (AT&T, Sprint, T-mobile and Verizon) provide coverage to the area.

**IRRIGATION WATER** – The irrigation water facilities for Halls Estates are in place and will be extended into this filing. More than ample water is available out of the Halls Estates pumping system. An irrigation management plan is currently in place and managed by the Halls Estates Home Owners Association.

(Continued next page)

# ***UTILITY SERVICES***

## **IRRIGATION WATER – continued**

Major components of the irrigation management plan include:

- \* Overview of the Delivery System
- \* Maintenance of the System
- \* Available Water Rights
- \* Estimated and Actual Annual Operation Costs

**DRAINAGE** – Historic drainage patterns have been addressed by the civil engineer. The P.E. has written and prepared a detailed drainage report to address this important issue. Stormwater runoff will be handled at several different points with the majority being directed into storm sewers to be conveyed to the Brookwillow Village Stormwater Water Quality Ponds. This pond will be retrofitted to the latest water quality standards. Ultimately the drainage flows into Carpenter Wash which carries it to the Colorado River. Please refer to the Drainage Report for technical details.

# ***DEVELOPMENT SCHEDULE and EVALUATION***

**DEVELOPMENT SCHEDULE** – The development of Halls Estates IV will begin immediately upon approval in order to meet the current housing needs. It is anticipated that site development will begin immediately upon the City of Grand Junction’s approval of the final construction documents. Occupancy of the first dwelling happened late 2019.

**PHASING SCHEDULE** - The developer has plans to begin design of the parcel North of Wolcott and submit to the City as a separate project in 2020. Market conditions in 2018 indicate a strong economy. These conditions have brought about growth in the housing industry.

**GENERAL** - There are many economic signs that the Great Recession ended in early 2012. The Grand Valley is slow to gain the momentum much of the country has experienced. With a lag-time of about 2 years the recovery really showed it's first signs in mid 2014. Interests rates for home mortgages are beginning to rise and it is anticipated that any upward trends will happen slowly so that the market is not shocked back into a recession. Though it will take some time to see the results of the recent recession early indicators seem to tell us that people want to be more conservative with their money and their investment in housing. Statistics indicate a divergence among homebuyers in the Grand Valley. The Babyboomers are aging and moving into retirement. Meanwhile, Generation Y's lifestyle choices lean towards Urbanism vs. the Suburban lifestyle of the 2 recent generations. There is a growing segment of both retiring Babyboomers and GenY'ers that are looking for homes that require less of a time commitment to maintenance. The availability of this type of housing is very limited. Halls Estates is designed to address this market segment through it's design and the maintenance agreement with the HOA.

The following response to each of the applicable criteria illustrates compliance with the public benefits accorded by the proposed development in accordance with Grand Junction's Zoning and Development Code:

# Responses to Criteria

21.02.140 Code amendment and rezoning.

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

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

**RESPONSE -** The Brookwillow Village ODP has been determined by staff to have expired, thus the property has to be rezoned. R12 and R16 zones represent the best option for development of property at this time. In order to meet the density requirements of the original Brookwillow Village ODP the property needs to rezone to the R12 and R 16 zones. See the attached civil plans for the density and design being proposed. For the portion of the property that will be know as Halls Estates IV R12 fits with the townhome development being proposed. For the portion of the property North of Wolcott it will be developed in the future as part of the Brookwillow Village development and will be developed at a higher density matching the R16 standards.

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

**RESPONSE -** The character has not changed, however, in order to maintain density and housing types proposed in the now expired Brookwillow Village PD these zones, R12 & R16, are the best fit.

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

**RESPONSE -** This project will build Wolcott street which will connect 3 subdivisions. Connectivity is a goal of the comprehensive plan. All other utilities are available to meet the needs of the development.

*shall demonstrate conformance with all of the following:*

(i) *The approved ODP, if applicable;*

**RESPONSE -** The Brookwillow Village ODP has expired but in order to maintain the intent of that ODP this project is proposing to build 24 townhomes and plat a lot North of Wolcott for future condominiums.

# Responses to Criteria

Evaluation of the request is accomplished by using criteria contained within the City of Grand Junction's Zoning and Development Code for approval of major subdivision plans. The following response to the applicable criteria illustrates compliance:

## 21.02.070 Preliminary Subdivision Plan

(r) (2) Approval Criteria. A preliminary subdivision plan shall not be approved unless the applicant proves compliance with the purpose portion of this section and with all of the following criteria:

(i) The preliminary subdivision plan will be in conformance with the Comprehensive Plan, Grand Valley Circulation Plan, Urban Trails Master Plan, and other adopted plans;

**RESPONSE: Halls Estates IV will be developed as an infill project within the Northwest area. It is within the Urban Growth Boundary and conforms to the goals of the Comprehensive Plan and other adopted plans.**

(ii) The subdivision standards in Chapter 21.06 GJMC;

**RESPONSE: Halls Estates IV has an experienced developer and professional engineering firm. The project will meet all subdivision standards.**

(iii) The zoning standards in Chapters 21.03 and 21.04 GJMC;

**RESPONSE: Halls Estates IV will be developed to fit within the R12 Zone. The outlot will be a future development at R16. The project will meet all density, setback and height standards**

(iv) Other standards and requirements of this code and other City policies and regulations;

**RESPONSE: Halls Estates IV will go through the development review process and any comments from the review agencies will be addressed.**

(v) Adequate public facilities and services will be available concurrent with the subdivision;

**Response: By submitting the Development Application for review to the City, the County and utility providers it can be determined if adequate facilities are in place. A preliminary scoping of the project area indicates that more than the minimum infrastructure requirements are readily available adjacent to the site or on-site.**

(vi) The project will have little or no adverse or negative impacts upon the natural or social environment;

**Response: Halls Estates IV falls within the Urban Growth Boundary and thus is required to be developed with the proposed land use and density. The parcel is vacant land with mostly weeds currently. The parcel will be adjacent to the Brookwillow Village development. In order to meet density standards of the previously approved, and now expired ODP, this proposal is to divide the property and use R12 and R16 densities.**

# Responses to Criteria

(vii) *Compatibility with existing and proposed development on adjacent properties;*

**RESPONSE – Halls Estates IV will be a residential infill project. Adjoining parcels have a residential zone designation of R5, R8, and an ODP. This project is compatible with Brookwillow Village and Halls Estates as it is using similar housing types and structures used in those developments. The project meets all criteria of the Zoning and Development Code.**

(viii) *Adjacent agricultural property and land uses will not be harmed;*

**RESPONSE – Halls Estates IV will be very compatible with adjacent land uses and will in no way harm any agricultural properties. The parcel to be developed is not prime farmland. The parcel is vacant land with mostly weeds growing on it currently.**

(ix) *Is neither piecemeal development nor premature development of agricultural land or other unique areas;*

**RESPONSE – Halls Estates IV will be a residential infill project. All adjoining parcels are residential and compatible to the proposed intensity of use. The project meets all criteria of the Zoning and Development Code. The project is a continuation of development similar in scope and character to Halls Estates and Brookwillow Village.**

(x) *There is adequate land to dedicate for provision of public services; and*

**RESPONSE – Halls Estates IV is near Canyon Viewt Park and thus no land will be dedicated for public services beyond the utilities necessary to service the subdivision.**

(xi) *This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.*

**RESPONSE – Halls Estates IV will complete another step in fulfilling the Comprehensive Plan. Adequate streets will be built with capacity to handle the development. The project will connect to both dry and wet utilities already in place either in the right-of-way or the adjoining utilities to the east. The streets of Halls Estates IV will connect 3 different subdivisions, connectivity is an important concern of the City.**

# Responses to Criteria

(s) **Final Plat.**

(2) **Approval Criteria.** *The final plat shall demonstrate compliance with all of the following: (i) The same criteria as the preliminary subdivision plan in subsection (r) of this section; and (ii) The preliminary subdivision plan approval and any conditions attached thereto. A part of the land area within the preliminary subdivision plan may be approved for platting.*

**RESPONSE – The Applicant has chosen to submit the Preliminary Plan simultaneous with the Final Plan. The Final Plan will be modified throughout the process to match any conditions of the Preliminary Plan approval.**

(4) **Additional Application and Review Procedures.**

(i) *If the subdivision is a “common interest community” as defined in § 38-33.3-103(8) C.R.S., then the following shall apply:*

**RESPONSE - The subdivision is a common interest community.**

(A) *The applicant shall include a declaration pursuant to §§ 38-33.3-201, 38-33.3-205 and 38-33.3-209 C.R.S.;*

**RESPONSE – The Applicant has submitted CCR's with this application.**

(B) *The applicant shall address the exercise of development rights pursuant to Section 38-33.3-210, C.R.S.;*

**RESPONSE – The Applicant has included a section describing development rights and reservation of development rights in the CCR's.**

(C) *The applicant shall include the association bylaws pursuant to § 38-33.3-306 C.R.S. as applicable; and*

**RESPONSE – The Applicant has previously formed the Association with bylaws for Halls Estates.**

(D) *An association shall be formed pursuant to § 38-33.3-301 C.R.S. and filed with the Colorado Secretary of State.*

**RESPONSE – The Applicant has previously formed the Halls Estates Association with the SOS.**

(ii) *A title commitment no older than five days shall be provided before the filing of the final plat for all of the platted property.*

**RESPONSE – The Applicant will submit an updated Title Commitment upon receiving Approval with Conditions Letter and upon preparing the Mylar Plat.**



**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Darter, LLC, a Colorado limited liability company**, whose address is Grand Junction, CO, hereinafter referred to as "Grantor", does hereby remise, release, sell, convey and quitclaim unto **Senergy Builders, LLC, a Colorado limited liability company**, whose legal address is **518 28 Road, Suite A-202, Grand Junction, CO 81501** hereinafter "Grantee", the following lands and property, together with all improvements located thereon, to-wit:

**Lot 113,  
BROOKWILLOW VILLAGE, FILING III  
County of Mesa, State of Colorado**

**For identification purposes only: Parcel No. 2945-041-37-113**

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its heirs and assigns forever.

WITNESS Grantor's hand this 10<sup>th</sup> day of October, 2014.

**DARTER, LLC, A COLORADO LIMITED LIABILITY COMPANY**

By: Darin Carei  
**Darin Carei, managing member**

**STATE OF COLORADO } ss  
COUNTY OF MESA**

On this the 10 day of October, 2014, before me, the undersigned officer, personally appeared **Darin Carei, as managing member of Darter, LLC, a Colorado limited liability company**, known to be (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that it executed the same for the use and purposes therein mentioned.

**TERESA D. LADAGE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20064036996  
My Commission Expires September 16, 2018**

Teresa D Ladage  
Notary Public  
My Commission expires: 9/18/2018

**OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY**

(a) Senergy Builders, LLC ("Entity") is the owner of the following property:

(b) E of Brookwillow Loop W of 24 3/4 Road Parcel # 2945-041-37-113

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

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

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

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

The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Senergy Builders, LLC

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

(e) NONE

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

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

Signature of Entity representative: *Darin Carei*

Printed name of person signing: Darin Carei

State of Colorado )

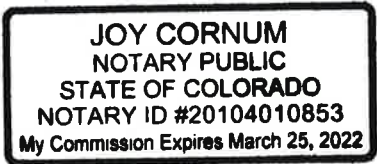
County of Mesa ) ss.

Subscribed and sworn to before me on this 4th day of December, 20 18

by Darin Carei

Witness my hand and seal.

My Notary Commission expires on March 25, 2022



*Joy Cornum*  
Notary Public Signature



TYPE LEGAL DESCRIPTION(S) BELOW, USING ADDITIONAL SHEETS AS NECESSARY, USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE. IF LEGAL EXCEEDS ½ OF A TYPED PAGE, PLEASE PROVIDE AN ELECTRONIC COPY OF THE LEGAL DESCRIPTION. A DISC, CD, OR E-MAIL ARE ACCEPTABLE FORMS FOR THE ELECTRONIC LEGAL DESCRIPTION.

---

BROOKWILLOW VILLAGE FILING III:

LOT 113 BROOKWILLOW VILLAGE FILING III SEC 4 1S 1W & AN UND INT IN ALL TRACTS & LOTS  
19, 25 & 26 - 5.12AC

## Legal Description

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being a part of Lot 113 Brookwillow Village, Filing III as recorded at Reception Number 2449063 of the Mesa County Recorder's Office. More particularly described as follows:

Commencing at the Southeast corner of said Lot 113 Brookwillow Filing III thence  $N0^{\circ}02'03''E$  along the East line of said Lot 113 a distance of 237.77 feet to the Point of Beginning; thence  $S89^{\circ}53'01''W$  a distance of 162.51 feet to the start of a curve to the right; thence along said curve to the right an arc length of 135.86 feet with a radius of 150.00 feet and a central angle of  $51^{\circ}53'37''$  whose chord bears  $N64^{\circ}10'10''W$  a distance of 131.26 feet; thence  $N38^{\circ}13'22''W$  a distance of 64.64 feet to the Southeastern right of way for Brookwillow Loop as recorded at Reception Number 2311972 of the Mesa County Records and the start of a non-tangent curve to the left; thence along said non-tangent curve to the left an arc length of 143.99 feet with a radius of 204.00 feet and a central angle of  $40^{\circ}26'26''$  whose chord bears  $N31^{\circ}37'25''E$  a distance of 141.02 feet; thence  $N51^{\circ}18'51''E$  a distance of 29.33 feet; thence  $N90^{\circ}00'00''E$  a distance of 50.04 feet; thence  $N0^{\circ}00'00''E$  a distance of 44.00 feet; thence  $N90^{\circ}00'00''W$  a distance of 50.04 feet; thence  $N51^{\circ}18'51''W$  a distance of 29.33 feet to the start of a non-tangent curve to the left; thence along said curve to the left an arc length of 46.70 feet with a radius of 204.00 feet and a central angle of  $13^{\circ}07'00''$  whose chord bears  $N17^{\circ}57'40''W$  a distance of 46.60 feet; thence  $N65^{\circ}28'50''E$  a distance of 65.68 feet; thence  $N0^{\circ}00'00''E$  a distance of 116.21 feet; thence  $N90^{\circ}00'00''E$  a distance of 138.65 feet; thence  $N0^{\circ}00'00''E$  a distance of 21.00 feet to the start of a curve to the right; thence along said curve to the right an arc length of 6.28 feet with a radius of 4.00 feet and a central angle of  $90^{\circ}00'00''$  whose chord bears  $N45^{\circ}00'00''E$  a distance of 5.66 feet; thence  $N90^{\circ}00'00''E$  a distance of 5.46 feet to the start of a curve to the right; thence along said curve to the right an arc length of 27.41 feet with a radius of 29.00 feet and a central angle of  $54^{\circ}09'39''$  whose chord bears  $S62^{\circ}55'10''E$  a distance of 26.40 feet; thence  $S0^{\circ}01'53''W$  a distance of 33.46 feet; thence  $S89^{\circ}58'07''E$  a distance of 30.00 feet; thence  $S0^{\circ}02'03''W$  a distance of 475.68 feet to the Point of Beginning.

Said parcel of land contains 2.743 acres as described.

## Legal Description

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being a part of Lot 113 Brookwillow Village, Filing III as recorded at Reception Number 2449063 of the Mesa County Recorder's Office. More particularly described as follows:

Beginning at the Southeast corner of said Lot 113 Brookwillow Filing III thence  $N89^{\circ}50'08''W$  along the South line of said Lot 113 a distance of 391.51 feet; thence  $N0^{\circ}00'00''W$  along the West line of said Lot 113 a distance of 223.63 feet; thence  $N11^{\circ}06'18''E$  a distance of 92.22 feet to the Southern right of way line for Brookwillow Loop as recorded at Reception Number 2311972 of the Mesa County Records and the start of a non-tangent curve to the left; thence along said non-tangent curve to the left an arc length of 61.42 feet with a radius of 204.00 feet and a central angle of  $17^{\circ}15'07''$  whose chord bears  $N60^{\circ}28'12''E$  a distance of 61.19 feet; thence  $S38^{\circ}13'22''E$  a distance of 64.64 feet to the start of a curve to the left; thence along said curve to the left an arc length of 135.86 feet with a radius of 150.00 feet and a central angle of  $51^{\circ}53'37''$  whose chord bears  $S64^{\circ}10'10''E$  a distance of 131.26 feet; thence  $N89^{\circ}53'01''E$  a distance of 162.51 feet to the East line of said Lot 113; thence  $S0^{\circ}02'03''W$  along said East line a distance 237.77 feet to the Point of Beginning.

Said parcel of land contains 2.377 acres as described.

# **Halls Estates IV Neighborhood Meeting Minutes**

**Meeting Held on 12-3-2018 At 5:30 pm**

**Location: Bank of the San Juans Conference Room**

The Halls Estates neighborhood meeting was hosted at the Bank of the San Juans Conference Room. The meeting was attended by 6 people. (Sign in sheet attached)

Colorado Land Advisor hosted meeting for Senergy Builders, LLC who is the developer and home builder. Andrew Gingerech, Associate Planner for the City of Grand Junction attended, as did 3 neighbors.

Colorado Land Advisor presented civil plans of Halls Estates Filing 4 development as well as exterior photos and floor plans from Halls Estate III. Jeffery gave an overview of what we are proposing with this application for Halls Estate IV

The following are some of the questions asked during the meeting:

Question: What type of houses will be built on the project? Jeffery responded by mentioning that they would be similar to the ones that Senergy Builders is building in Halls Subdivisions.

Question: When will you start building the houses? Approved late summer. Construction Spring of 2020. Infrastructure construction late 2019.

Question: Will there be Open Space within Halls Estate IV? No, but there is a 110 acre park, Canyon View Park, within 1 mile of the site.

Question: What kind of parking will be provided for the residents? They will have a one car garage and parking in the driveway. Each unit will exceed the required parking. There will be 2 parking lots with 29 parking spaces and 2 motorcycle parking spaces as well as on-street parking.

The attendees were thanked for coming out and reminded that they would receive a notice in the mail in about 1-2 months. The meeting lasted approximately 50 minutes.







# HALLS ESTATES FILING IV

## CIVIL CONSTRUCTION PLANS

### UTILITY VENDORS:

GAS	XCEL ENERGY	BRENDA BOES	244-2698
ELECTRIC	XCEL ENERGY	BRENDA BOES	244-2698
TELEPHONE	QWEST/CENTURYLINK	CHRIS JOHNSON	244-4311
SEWER	CITY OF GJ	DAN TONELLO	256-4162
WATER	CITY OF GJ	DAN	244-1430
STREETS	CITY OF GJ	PUBLIC WORKS	244-1554
CABLE	CHARTER	JEFF VALDEZ	263-2314
DRAINAGE	GRAND VALLEY DRAINAGE DIST	TIM RYAN	242-4343
IRRIGATION	GRAND VALLEY IRRIGATION CO	CHARLIE GUENTHER	242-2762
ENGINEERING	CITY OF GJ	RICK DORRIS	242-1443

### SITE DATA TABLE:

LAND USE ZONE R-12		
SITE	SQ FT	PERCENTAGE
LOTS	71199	31.9%
TRACT (SAN SEWER)	466	0.2%
OPEN SPACE RIGHT-OF-WAY	1540	0.7%
HARDSCAPE STREETS	26142	11.7%
C&G/SIDEWALK	13606	6.1%
FUTURE DEVELOPMENT WITHIN LOT	97687	43.8%
COPPER CREST	12419	5.6%
TOTAL =	223059	100%



VICINITY MAP

## SENERGY BUILDERS LLC

OWNER - DEVELOPER  
51 28 ROAD A-202  
GRAND JUNCTION, CO 81501  
970-248-8500

## COLORADO LAND ADVISOR, LTD NVISION DESIGN STUDIO, INC

300 MAIN STREET  
GRAND JUNCTION, CO 81501  
970-812-3288  
CIVIL ENGINEER  
BRYNN BOYD, P.E.  
720-224-1095

LANDSCAPE ARCHITECT  
ROB BREEDEN  
1448 20 ROAD  
FRUITA, CO 81521  
970-210-2155

## POLARIS SURVEYING

SURVEYOR  
PAT CLICK, PLS  
3194 MESA AVENUE, UNIT B  
GRAND JUNCTION, CO 81504  
970-434-7038  
PROJECT #2017133

## HUDDLESTON-BERRY

ENGINEERING AND TESTING, LLC  
GEOTECHNICAL ENGINEER  
640 WHITE AVENUE, UNIT B  
GRAND JUNCTION, CO 81501  
970-255-8005  
PROJECT #241-07

### CIVIL SHEET INDEX:

- C-1 TITLE SHEET
- C-2 INSIDE COVER SHEET/GENERAL NOTES LEGEND/ABBREVIATIONS
- C-3 SUMMARY OF QUANTITIES/TYPICAL ROADWAY SECTIONS
- C-4 OVERALL SITE PLAN
- C-5 SITE PLAN
- C-6 GRADING PLAN
- C-7 COMPOSITE PLAN
- C-8 WATER PLAN, SANITARY SEWER LINE A (TRINITY WAY) PLAN AND PROFILE
- C-9 WATER PLAN, SANITARY SEWER LINE B (EMMA LANE) PLAN AND PROFILE
- C-10 WOLCOTT AVENUE PLAN AND PROFILE
- C-11 TRINITY WAY PLAN AND PROFILE
- C-12 EMMA LANE PLAN AND PROFILE
- C-13 COPPER CREST DRIVE PLAN AND PROFILE
- C-14 WOLCOTT AVENUE CROSS SECTIONS
- C-15 TRINITY WAY CROSS SECTIONS
- C-16 EMMA LANE CROSS SECTIONS
- C-17 COPPER CREST DRIVE CROSS SECTIONS
- C-18 STORMWATER MANAGEMENT PLAN
- C-19 FIRE SITE PLAN
- C-20 UTE WATER DETAILS 1
- C-21 UTE WATER DETAILS 2
- L-1 OVERSTORY PLANTING PLAN
- L-2 UNDERSTORY PLANTING PLAN
- L-3 IRRIGATION PLAN



#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
TITLE SHEET

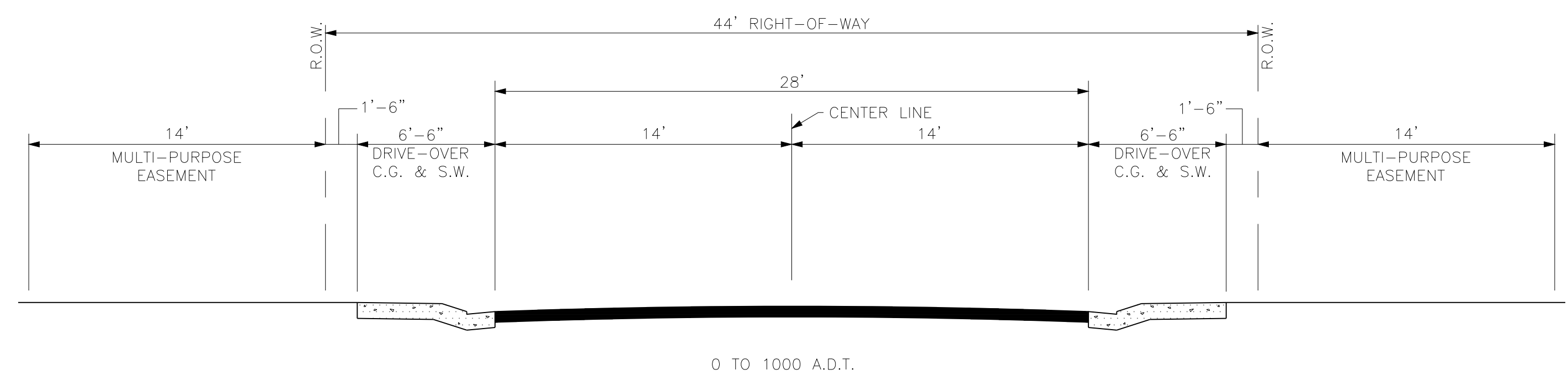
CITY OF GRAND JUNCTION	
<u>ACCEPTANCE BLOCK</u>	
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.	
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.	
CITY DEVELOPMENT PLANNER	DATE

CITY OF GRAND JUNCTION	
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CITY DEVELOPMENT ENGINEER	DATE



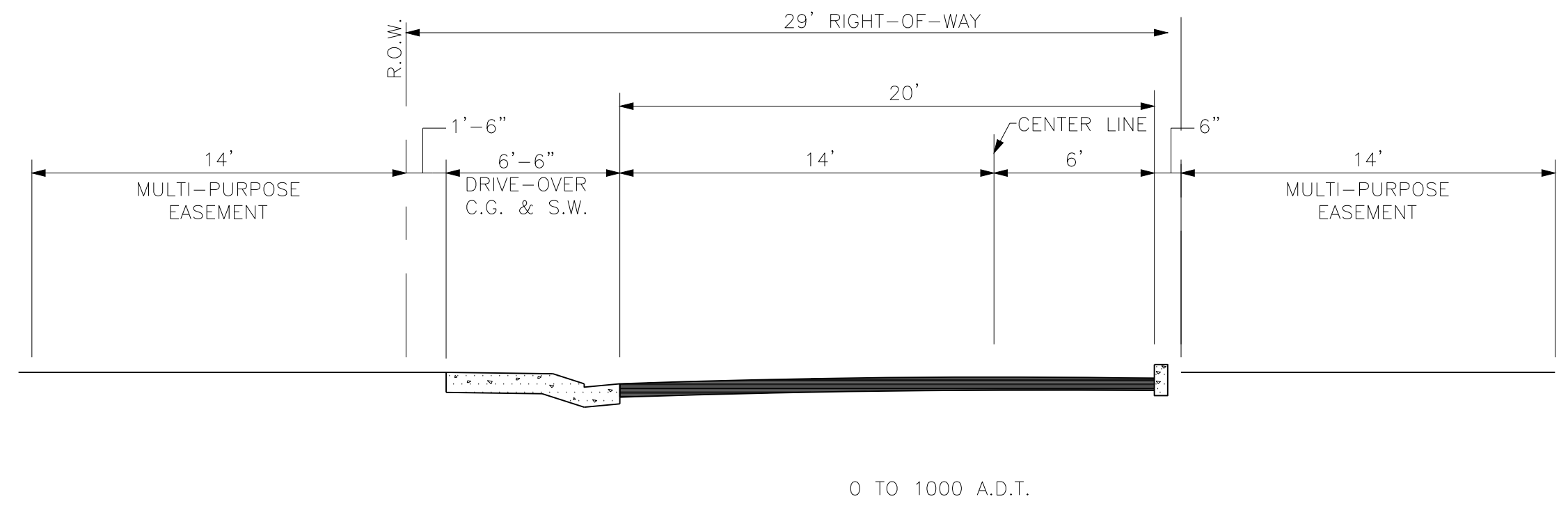
PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-1
OF	21 DWGS



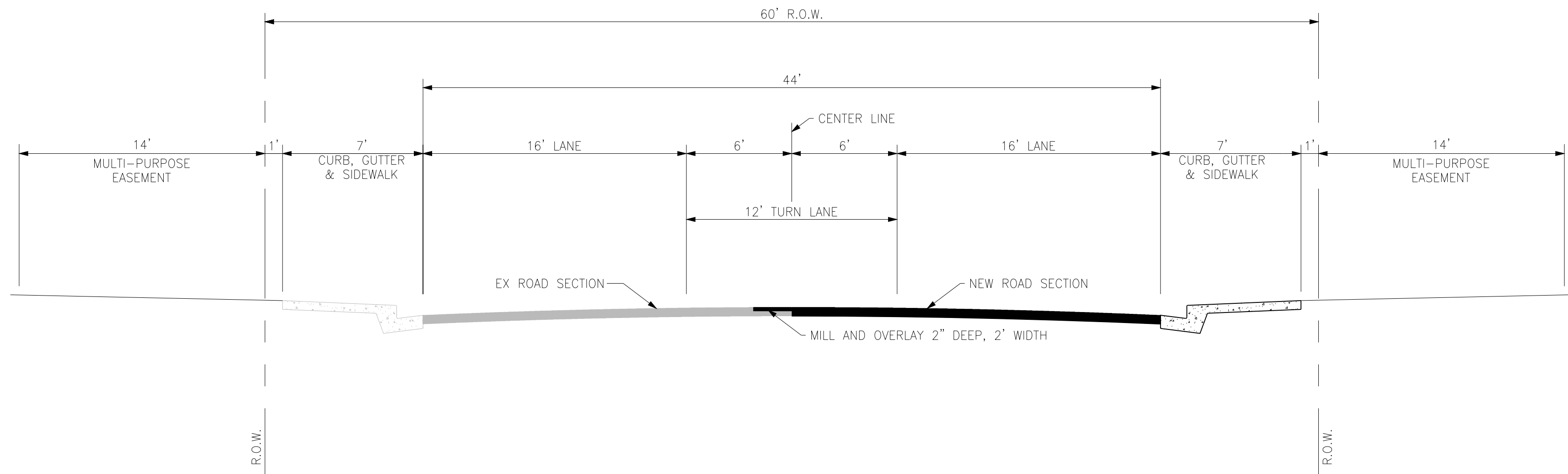


① DRIVE OVER CURB, GUTTER AND SIDEWALK SHALL BE INSTALLED ONLY ON URBAN RESIDENTIAL STREETS WITH LESS THAN 1000 A.D.T.

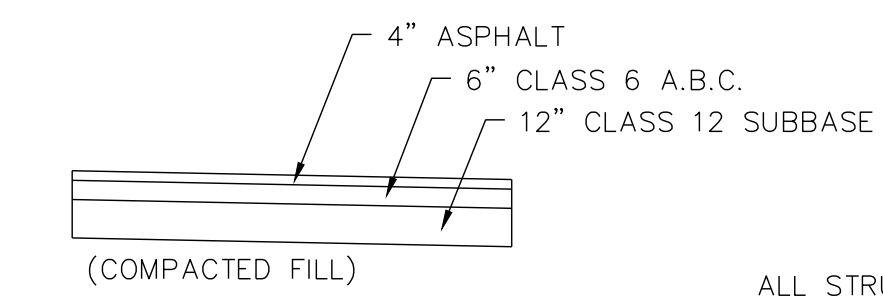
FOR ADDITIONAL NOTES AND DETAILS, SEE INDIVIDUAL PLAN AND PROFILE SHEETS



FOR ADDITIONAL NOTES AND DETAILS, SEE INDIVIDUAL PLAN AND PROFILE SHEETS



FOR ADDITIONAL NOTES AND DETAILS, SEE INDIVIDUAL PLAN AND PROFILE SHEETS



ALL STRUCTURAL FILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR

STANDARD PAVEMENT SECTION  
NOT TO SCALE

CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
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CITY DEVELOPMENT ENGINEER	DATE

QUANTITIES

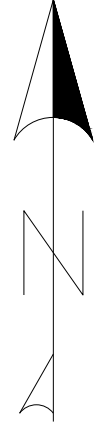
ITEM DESCRIPTION	UNIT	QUANTITY
<b>SANITARY SEWER</b>		
8" PVC SDR-35 SANITARY SEWER MAIN	LF	398
PWC SERVICES	EA	23
SANITARY SEWER MANHOLE	EA	3
CONNECTION TO EXISTING MANHOLE	EA	1
CONCRETE ENCASEMENT	LF	22
CLAY CUTOFF WALL	EA	2
<b>DOMESTIC WATER</b>		
8" PVC WATER MAIN	LF	613
2" PVC WATER MAIN	LF	52
8" GATE VALVE	EA	3
2" GATE VALVE	EA	1
WATER SERVICES	EA	23
8" TAP	EA	1
CONNECT TO EXISTING WATER LINE	EA	1
<b>STREETS</b>		
8" PVC UTILITY/IRRIGATION SLEEVES	LF	150
6" THICKNESS ABC CLASS 6 BASE COURSE	CY	700
12" THICKNESS ABC CLASS 12 SUBBASE	CY	1400
HOT BITUMINOUS PAVING, (4" THICK)	SY	4000
CONCRETE CURB (6" WIDE X 6" HIGH)	LF	200
MONOLITHIC VERT CURB GUTTER S/W (7")	LF	700
DRIVEOVER CURB, GUTTER S/W (6.5" WIDE)	LF	1200
CONCRETE DRAINAGE PAN (6" WIDE 8" THICK)	LF	150
8" CONC CORNERS/RAMPS/HC INSERTS	SY	50
CONCRETE MAIL BOX PAD	SY	17
STREET SIGNS	EA	19
STREET LIGHTS	EA	2
<b>EARTHWORK</b>		
MOBILIZATION	LS	1
CLEARING AND GRUBBING	LS	1
UNCLASSIFIED EXCAVATION	CY	1100
UNCLASSIFIED EMBANKMENT	CY	700
VEHICLE TRACKING CONTROL	EA	1
INLET PROTECTION	EA	3
WATERING (DUST CONTROL)	LS	1
EARTHEN BERM AND SWALE	LF	3000
<b>REMOVALS AND RESETTING</b>		
REMOVAL OF ASPHALT	SY	175
REMOVAL OF MISC CONCRETE	SY	50
ADJUST MANHOLE	EA	4
<b>SEEDING AND SOIL RETENTION</b>		
INLET PROTECTION	EA	3
MONTHLY MAINTENANCE INSPECTION	EA	9
TEMPORARY IRRIGATION	EA	1
<b>STORM DRAINAGE FACILITIES</b>		
18" HDPE STORM DRAIN PIPE	LF	22
CONNECTION TO EX MANHOLE	EA	1
SINGLE CURB OPENING STORM DRAIN INLET	EA	1
<b>MISCELLANEOUS ITEMS</b>		
CONSTRUCTION STAKING/SURVEYING	EA	1

#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
SUMMARY OF QUANTITIES/TYP ROADWAY SECTIONS

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-3
OF	21 DWGS



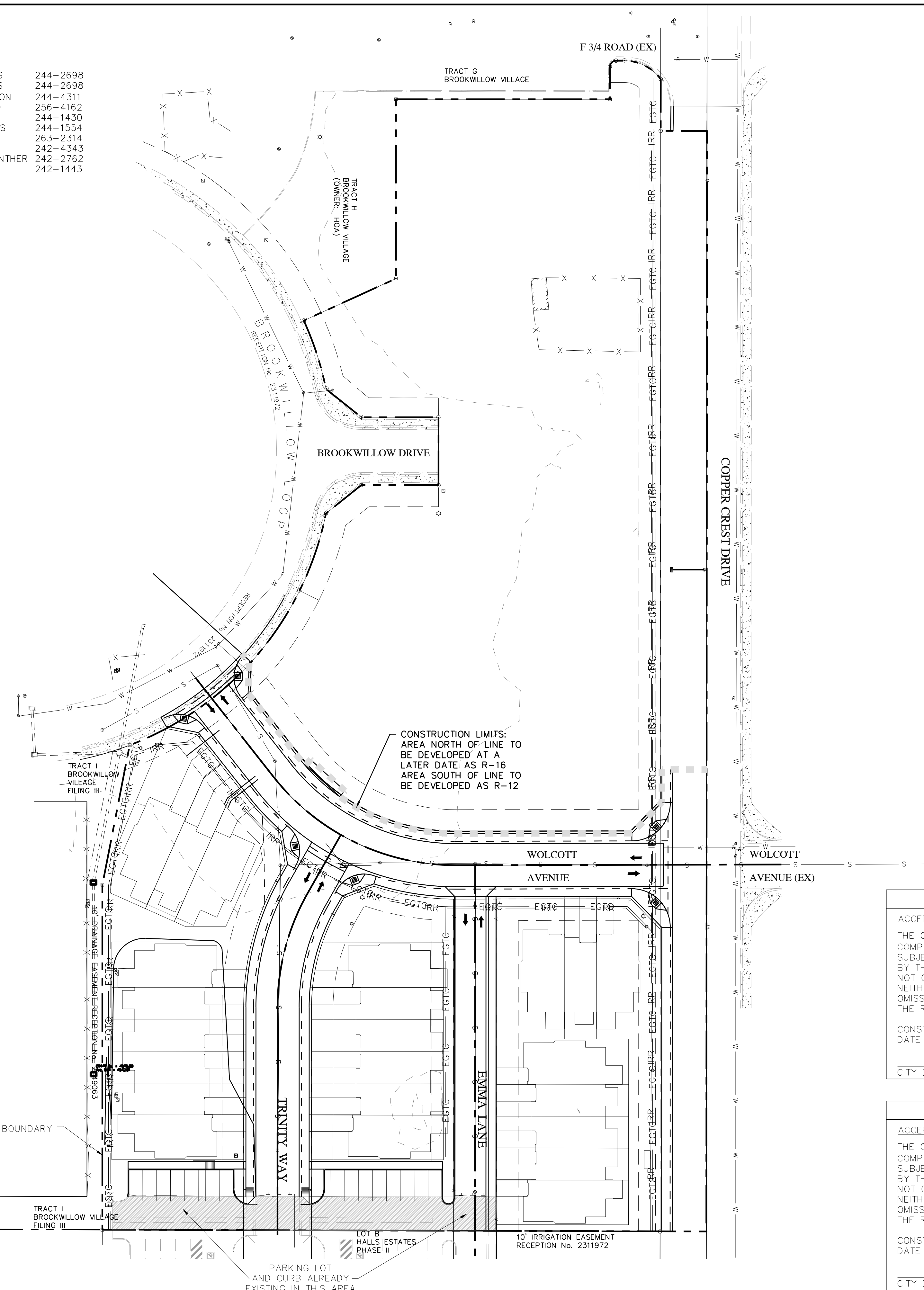


**UTILITY VENDORS:**

GAS	XCEL ENERGY	BRENDA BOES	244-2698
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DRAINAGE	GRAND VALLEY DRAINAGE DIST	TIM RYAN	242-4343
IRRIGATION	GRAND VALLEY IRRIGATION CO	CHARLIE GUENTHER	242-2762
ENGINEERING	CITY OF GJ	RICK DORRIS	242-1443

**SITE INFORMATION:**

ZONING: PD (CURRENT)  
 PROPOSED ZONING: R-12 (SOUTH END)  
 LAND USE:  
 EXISTING: AGRICULTURAL  
 0% IMPERVIOUS  
 PROPOSED (SOUTH SIDE): MULTI-FAMILY  
 80% IMPERVIOUS  
 5.12 ACRE PARCEL (OVERALL)



**PROJECT BENCHMARKS**

C-1/4 CORNER - SECTION 4  
 T. 1 S., R. 1 W., U.M.  
 3 3/4" Alum. CAP - MCSM #550-1  
 N 47371.1295  
 E 81538.1694  
 ELEV. = 4571.18

C-1/6 CORNER - SECTION 4  
 T. 1 S., R. 1 W., U.M.  
 3 3/4" Alum. CAP - BLM-1988  
 N 47367.2643  
 E 82858.1337  
 ELEV. = 4580.77

**CITY OF GRAND JUNCTION**

ACCEPTANCE BLOCK

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CITY DEVELOPMENT PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF GRAND JUNCTION**

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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_



#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 OVERALL SITE PLAN

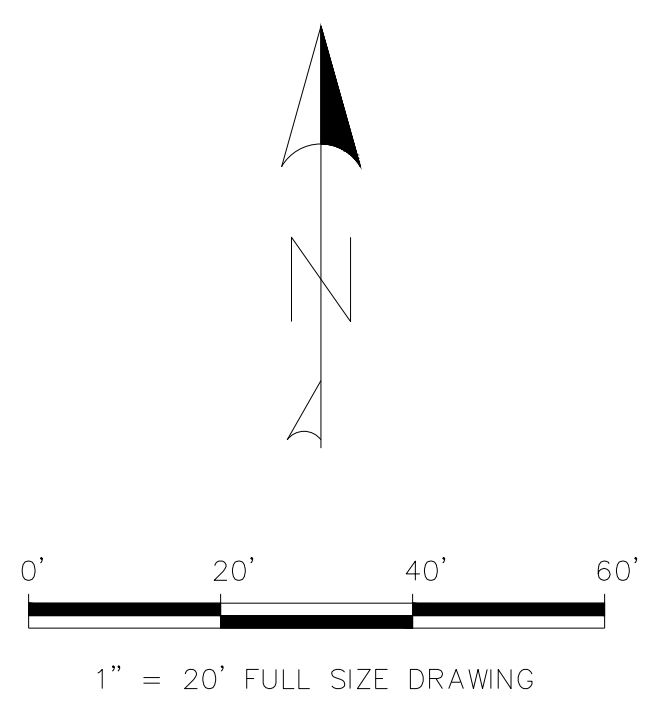
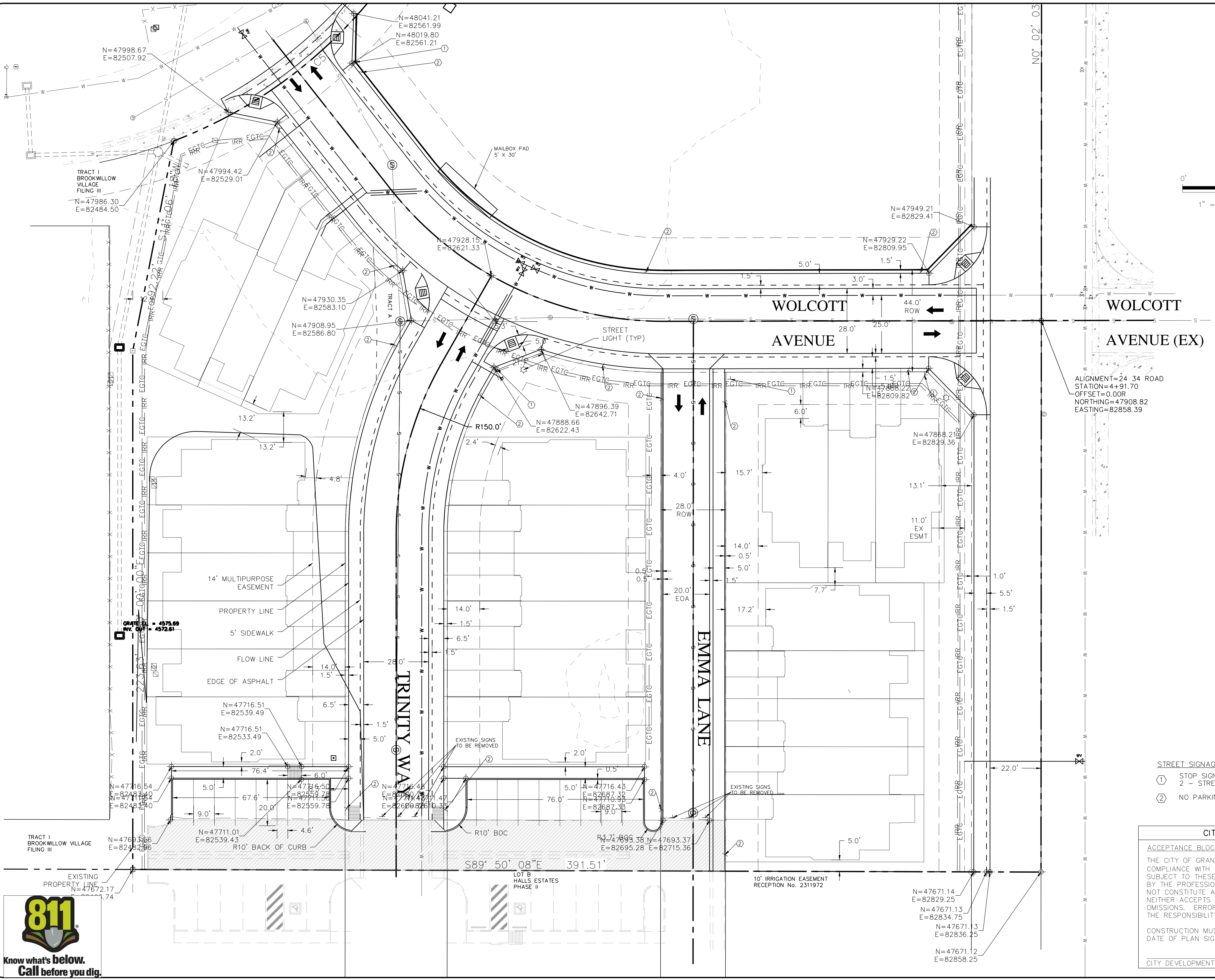
PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-4
OF	21 DWGS



#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 SITE PLAN

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-5
OF	21 DWGS



ALIGNMENT=24 34 ROAD  
 STATION=44+91.70  
 OFFSET=0.00R  
 NORTHING=47908.82  
 EASTING=82858.39

CURB RAMPS ARE REQUIRED  
 AT ALL CURB RETURNS AND  
 PEDESTRIAN CROSSING  
 LOCATIONS (8 TOTAL).

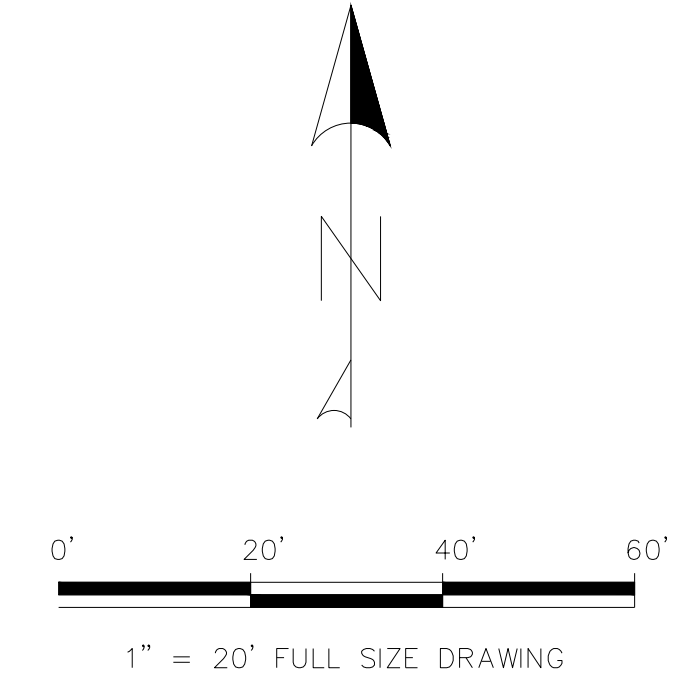
- STREET SIGNAGE SCHEDULE**
- ① STOP SIGN (R1-1) WITH  
2 - STREET NAME SIGNS (D3-1) (QUAN 4)
  - ② NO PARKING SIGN (R7-1) (QUAN 15)

**CITY OF GRAND JUNCTION**  
ACCEPTANCE BLOCK  
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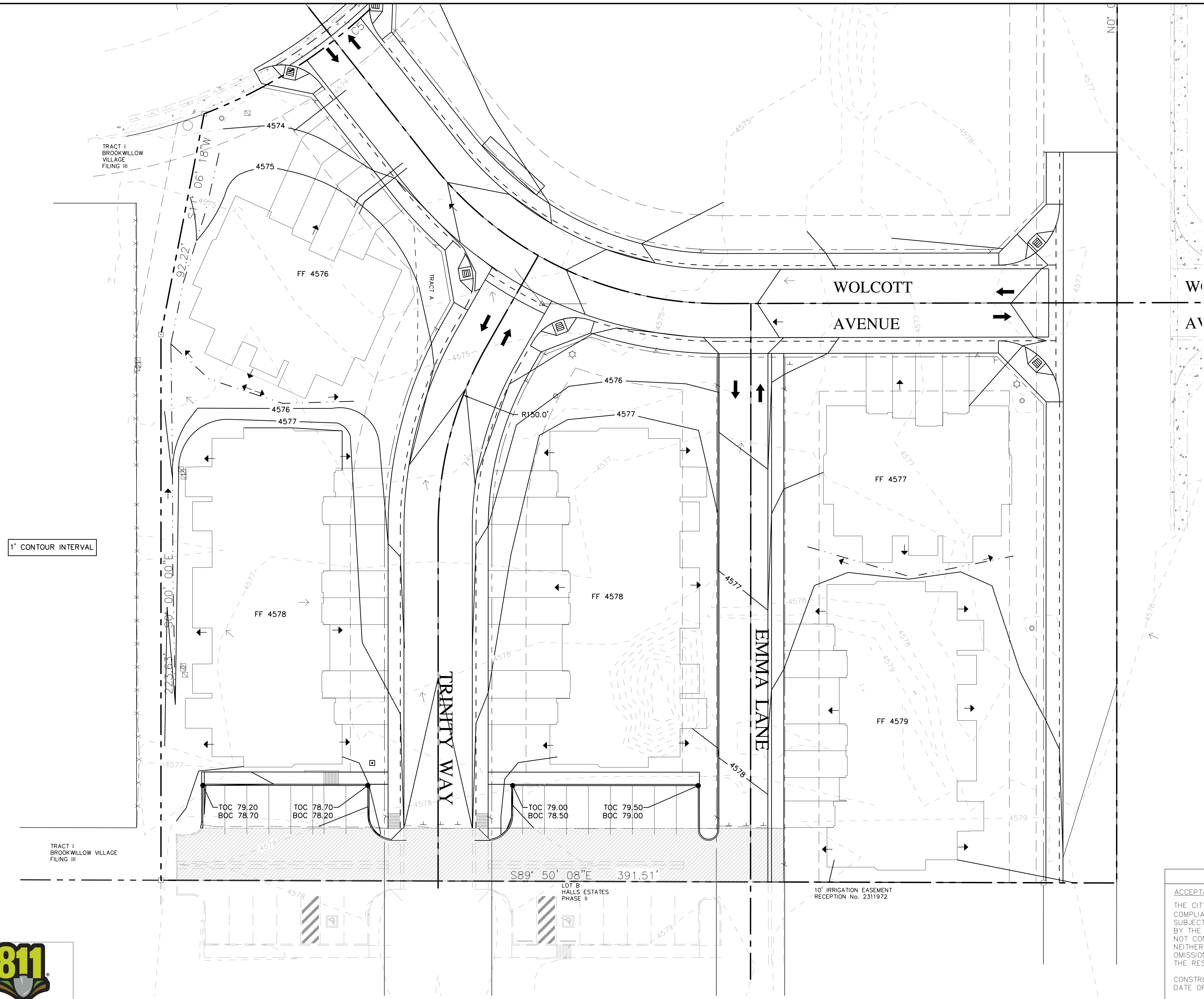
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_





SPECIFIC GRADING AND INTERSECTION GRADING CAN BE FOUND ON INDIVIDUAL STREET PLAN AND PROFILE SHEETS: C-10, C-11, C-12, C-13



1' CONTOUR INTERVAL

**CITY OF GRAND JUNCTION**

ACCEPTANCE BLOCK

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

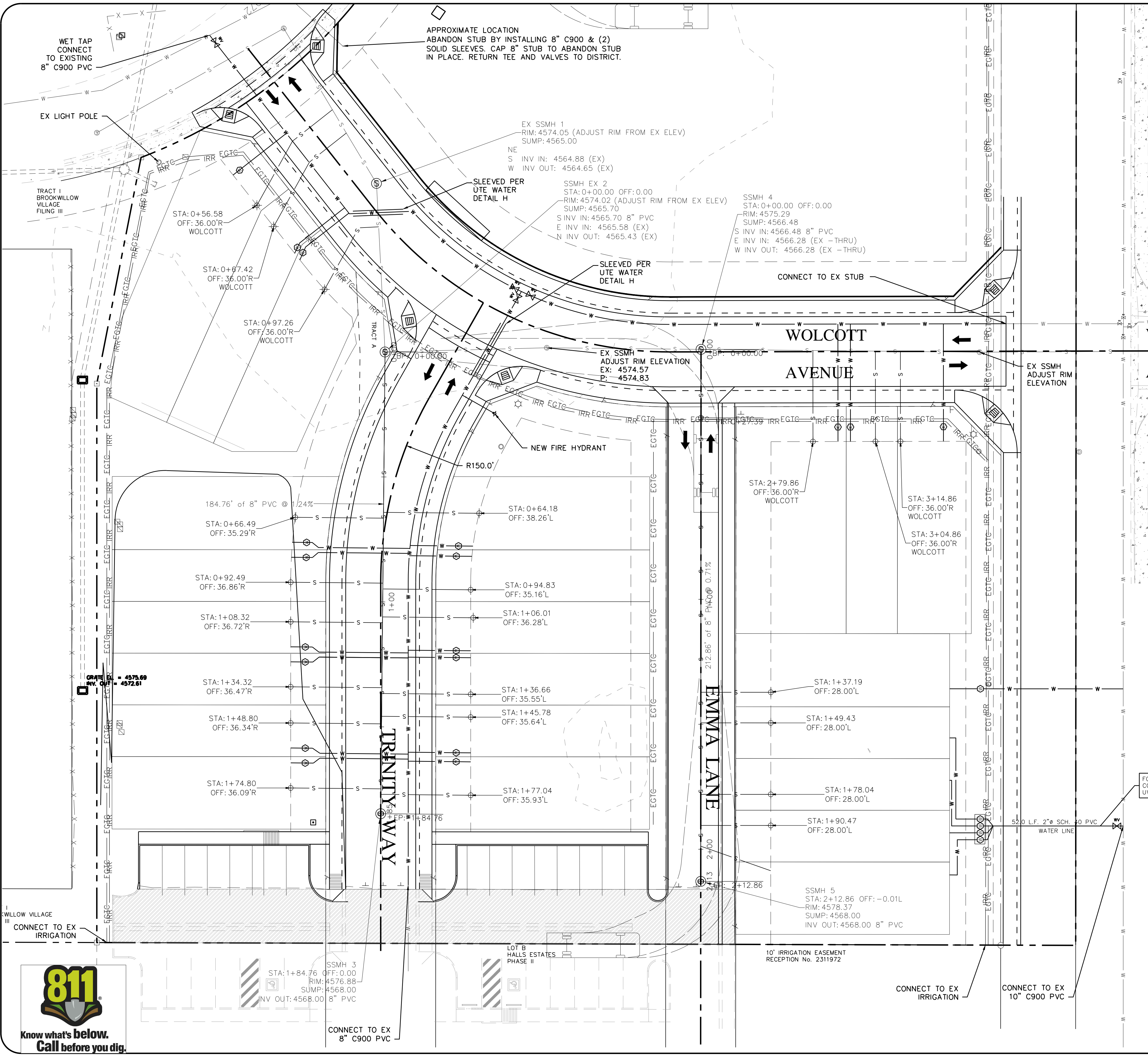
CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

#	REVISION	DESCRIPTION	DATE

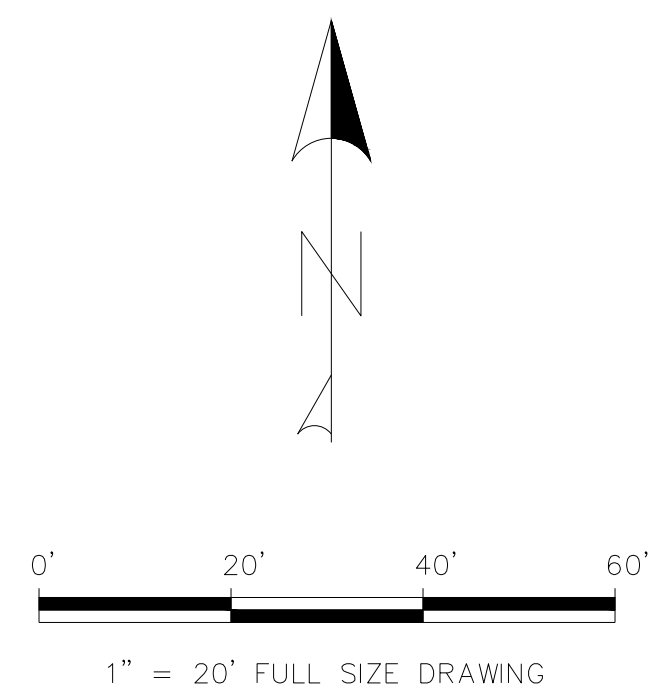
**HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 GRADING PLAN**

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-6
OF	21 DWGS





- UTILITY VENDORS:
- |             |                            |                  |          |
|-------------|----------------------------|------------------|----------|
| GAS         | XCEL ENERGY                | BRENDA BOES      | 244-2698 |
| ELECTRIC    | XCEL ENERGY                | BRENDA BOES      | 244-2698 |
| TELEPHONE   | QWEST/CENTURYLINK          | CHRIS JOHNSON    | 244-4311 |
| SEWER       | CITY OF GJ                 | DAN TONELLO      | 256-4162 |
| WATER       | CITY OF GJ                 | DAN              | 244-1430 |
| STREETS     | CITY OF GJ                 | PUBLIC WORKS     | 244-1554 |
| CABLE       | CHARTER                    | JEFF VALDEZ      | 263-2314 |
| DRAINAGE    | GRAND VALLEY DRAINAGE DIST | TIM RYAN         | 242-4343 |
| IRRIGATION  | GRAND VALLEY IRRIGATION CO | CHARLIE CUENTHER | 242-2762 |
| ENGINEERING | CITY OF GJ                 | RICK DORRIS      | 242-1443 |



ALL WATER METER PITS SHALL BE LOCATED ON OPPOSITE LOT SIDE OF DRY UTILITY TRANSFORMERS AND PEDESTALS. THIS IS A CUSTOMER/CONSUMER SAFETY ISSUE.

ALL MJ FITTINGS WILL INCLUDE RETAINER GLANDS FOR THRUST RESTRAINT PER UWCD SPECIFICATIONS WITH EXCEPTION OF FIRE HYDRANT ASSEMBLY AS SHOWN IN STANDARD DETAIL SHEETS.

FOUR (4) WATER METERS IN CONCRETE GANG BOX PER UWCD STANDARD DETAILS

**CITY OF GRAND JUNCTION**

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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

#	REVISION	DESCRIPTION	DATE

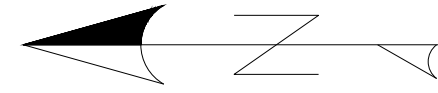
HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
COMPOSITE PLAN

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-7
OF	21 DWGS

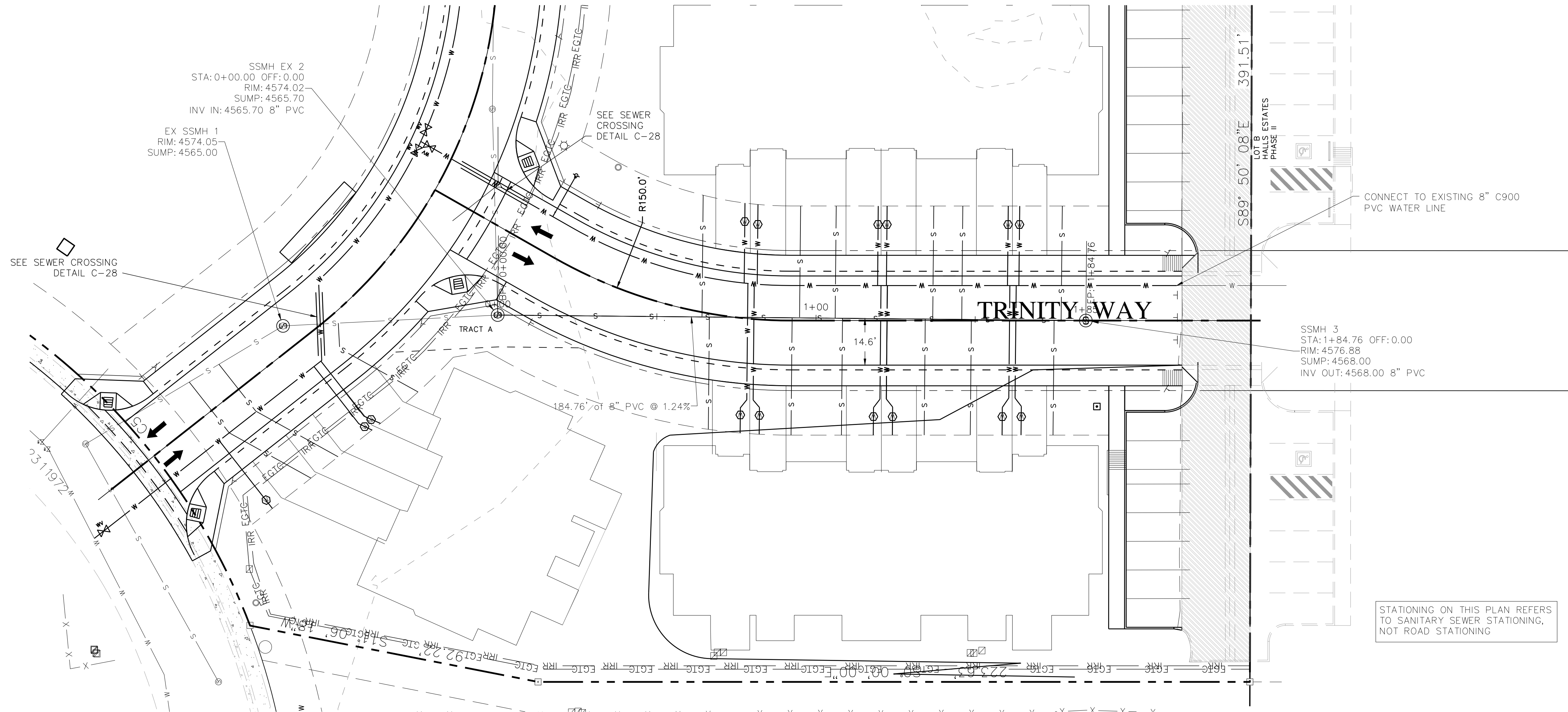


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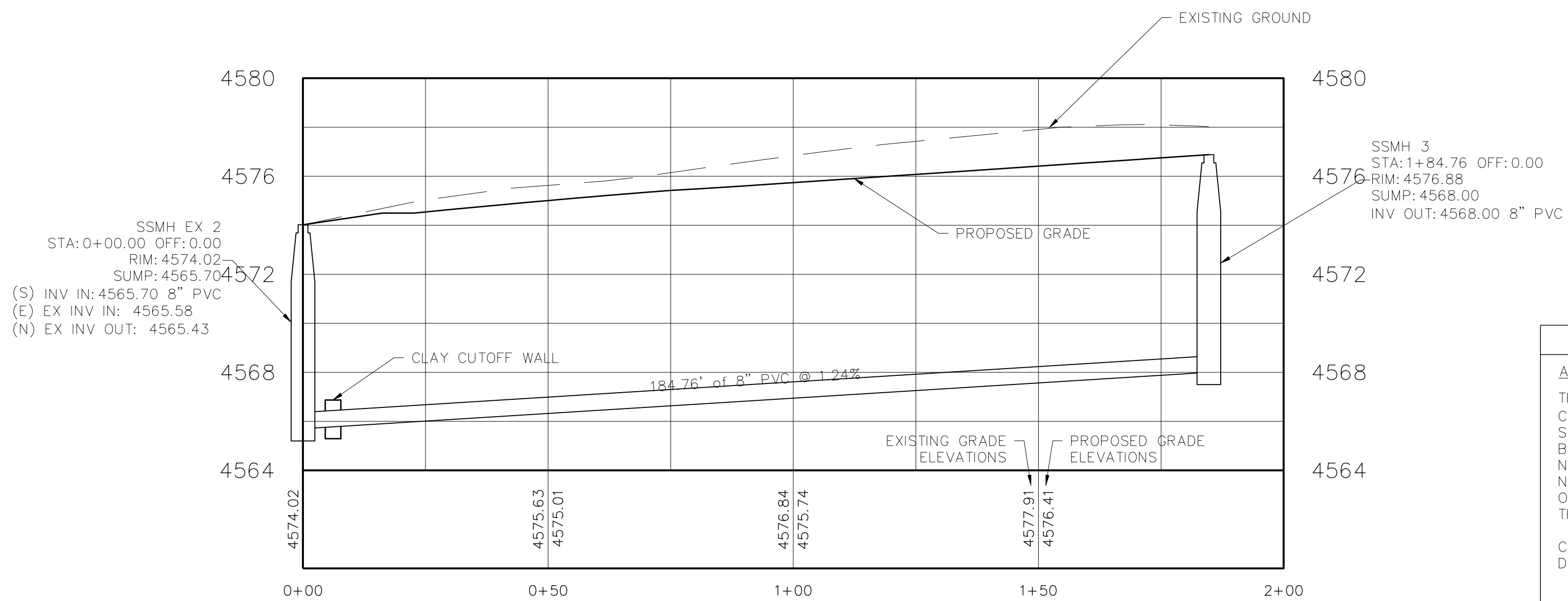
0' 20' 40' 60'  
1" = 20' FULL SIZE DRAWING



STATIONING ON THIS PLAN REFERS TO SANITARY SEWER STATIONING, NOT ROAD STATIONING

ALL WATER METER PITS SHALL BE LOCATED ON OPPOSITE LOT SIDE OF DRY UTILITY TRANSFORMERS AND PEDESTALS. THIS IS A CUSTOMER/CONSUMER SAFETY ISSUE.

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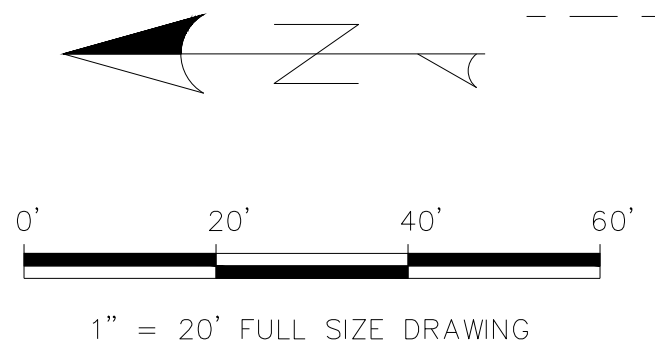
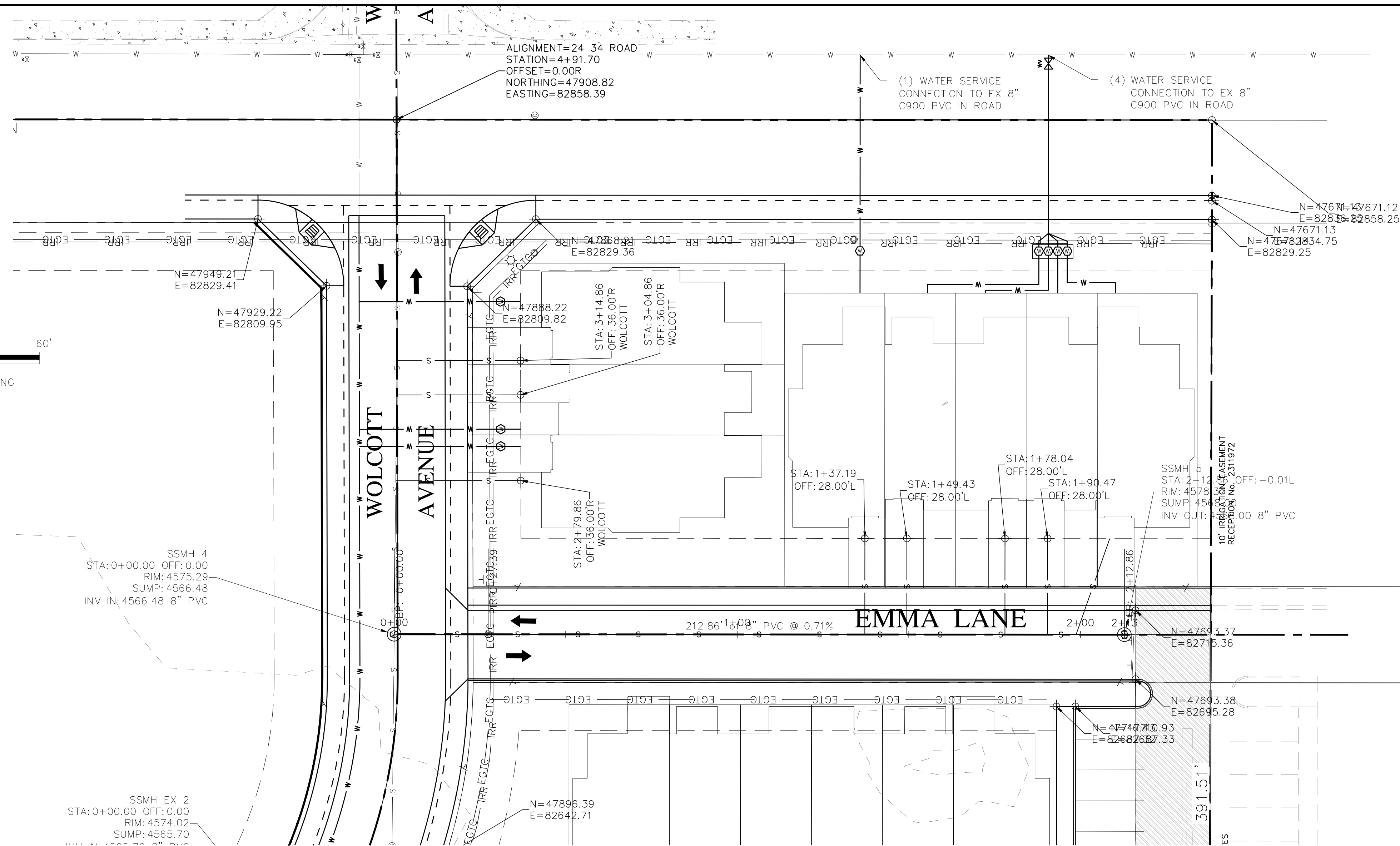
CITY OF GRAND JUNCTION  
ACCEPTANCE BLOCK  
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS. SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.  
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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
WATER PLAN, SANITARY SEWER LINE A  
(TRINITY WAY) PLAN AND PROFILE

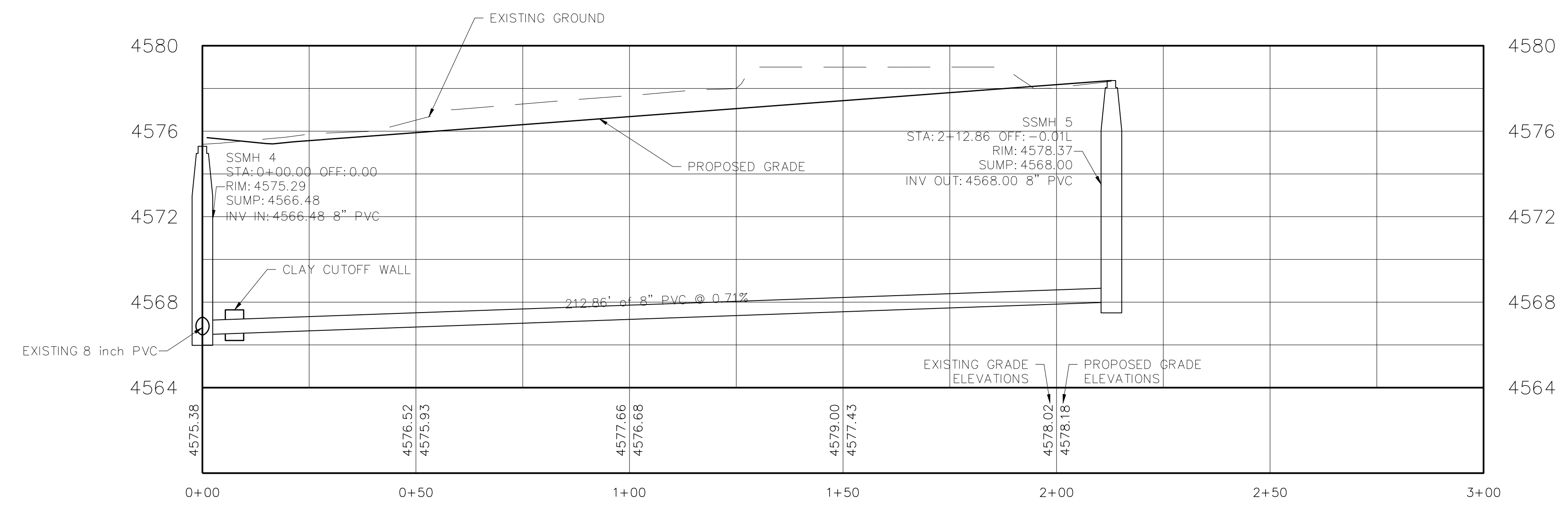
PROJ.# 18104  
DESIGNED BY BMB  
DRAWN BY BMB  
DATE 11/9/18  
DRAWING NUMBER C-8  
OF 21 DWGS





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CITY OF GRAND JUNCTION

ACCEPTANCE BLOCK

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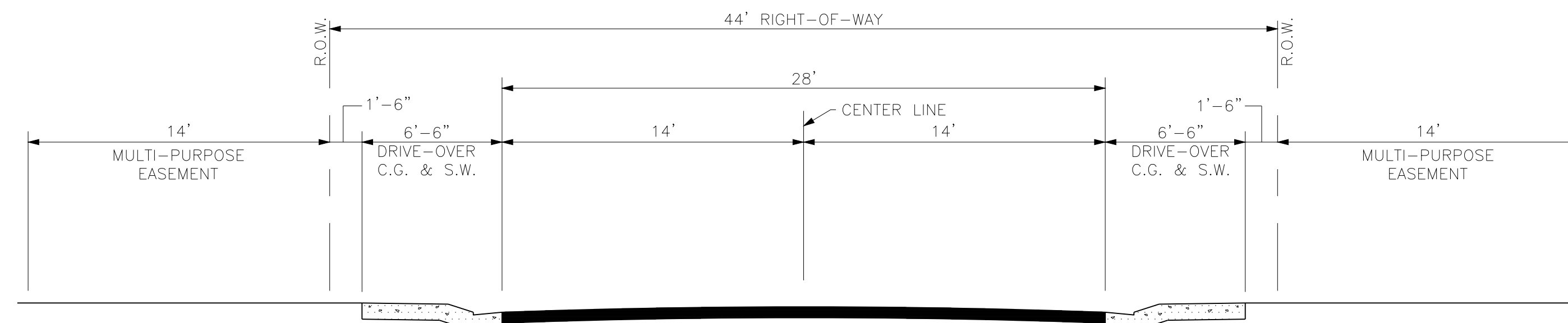
CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
WATER PLAN, SANITARY SEWER LINE B  
(EMMA LANE) PLAN AND PROFILE

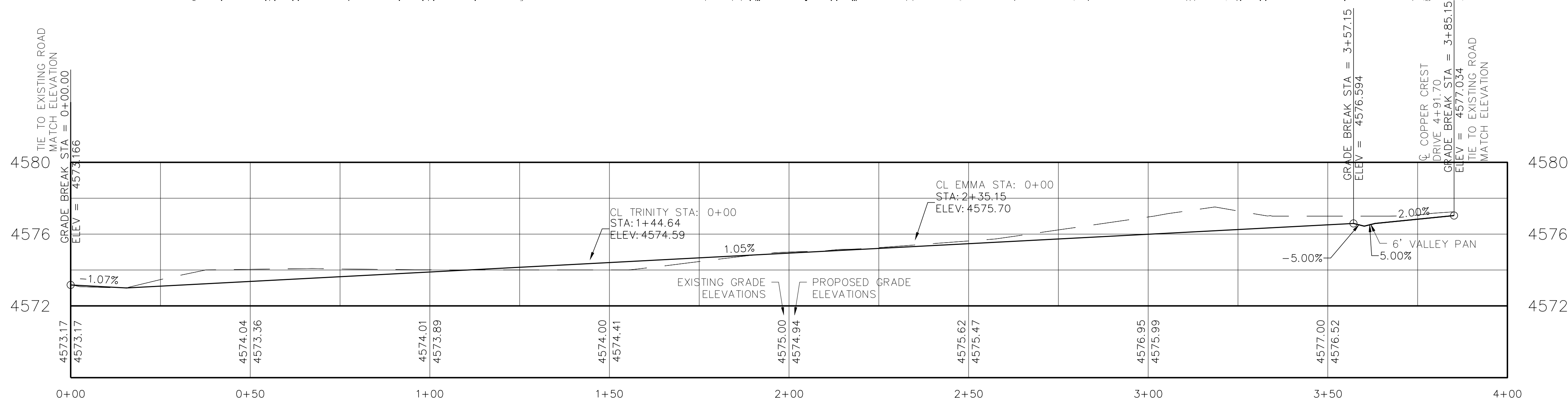
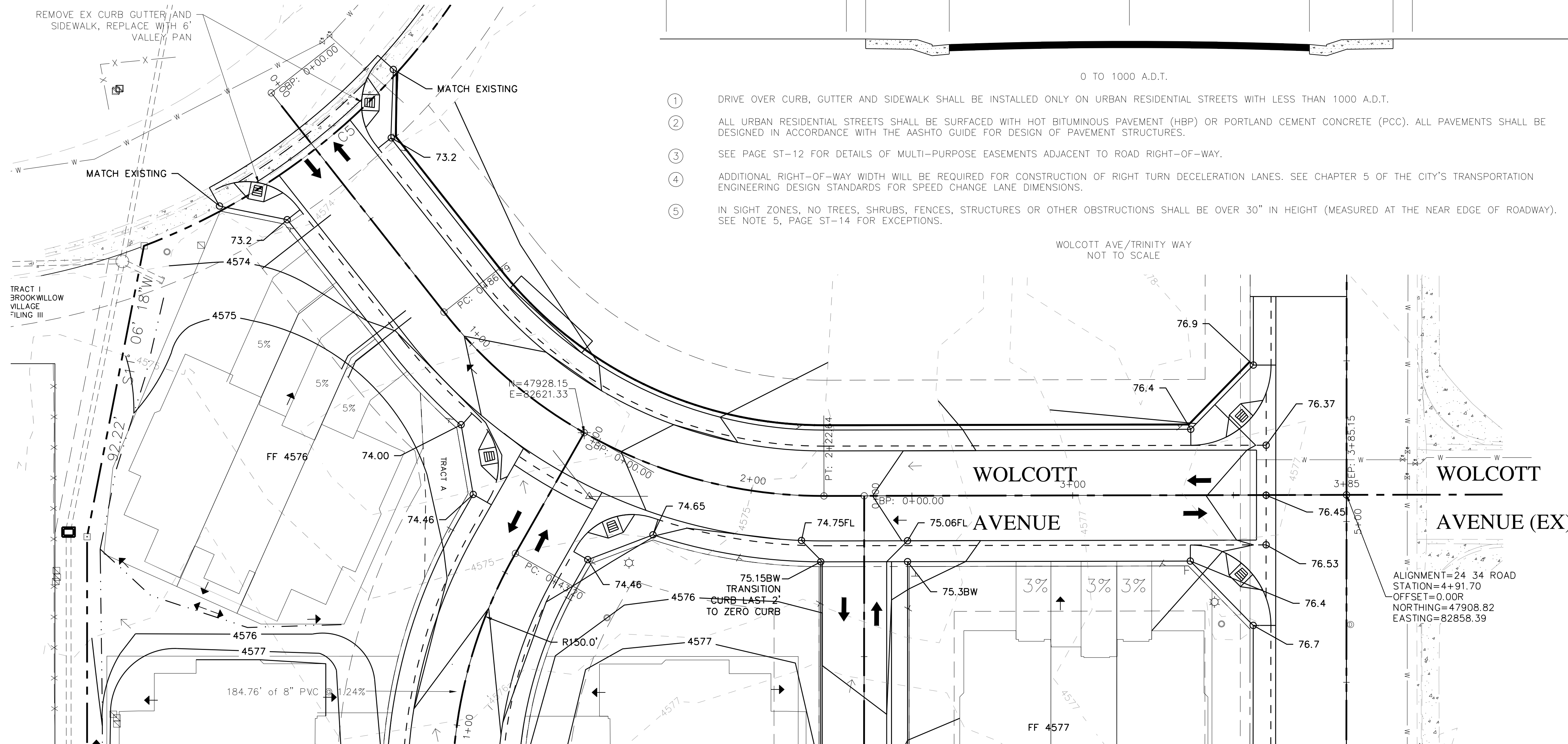
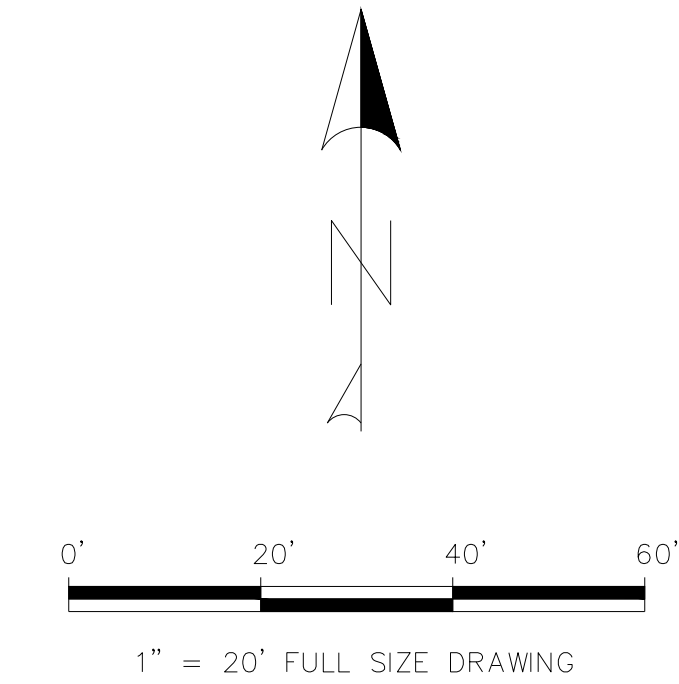
PROJ.# 18104  
DESIGNED BY BMB  
DRAWN BY BMB  
DATE 11/9/18  
DRAWING NUMBER C-9  
OF 21 DWGS





0 TO 1000 A.D.T.

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HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 WOLCOTT AVENUE PLAN AND PROFILE

**CITY OF GRAND JUNCTION**

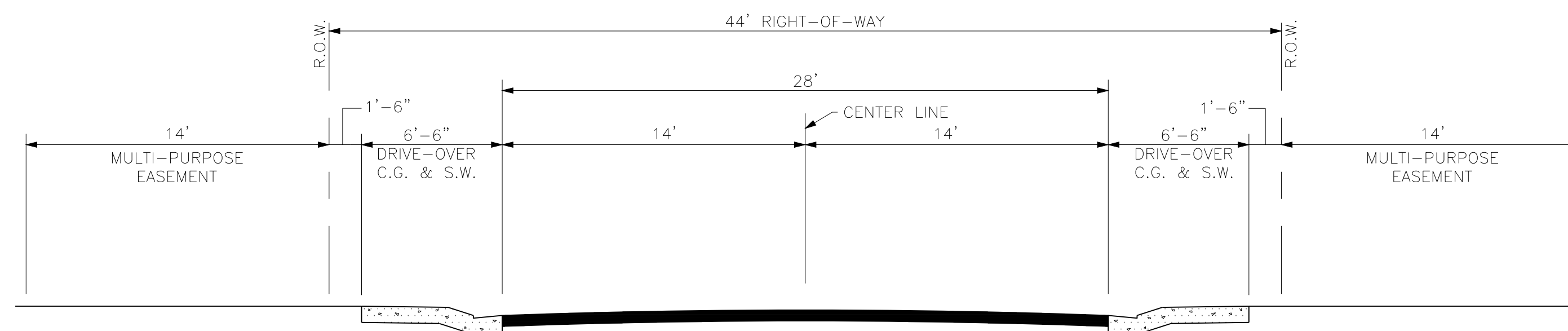
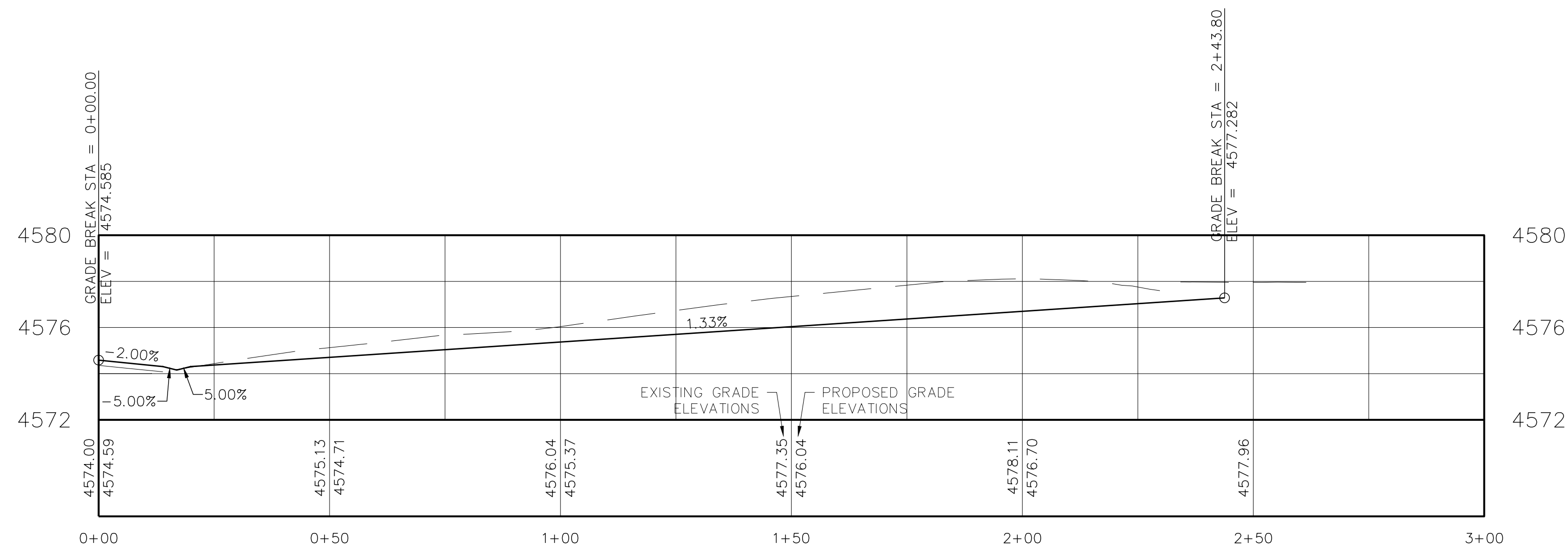
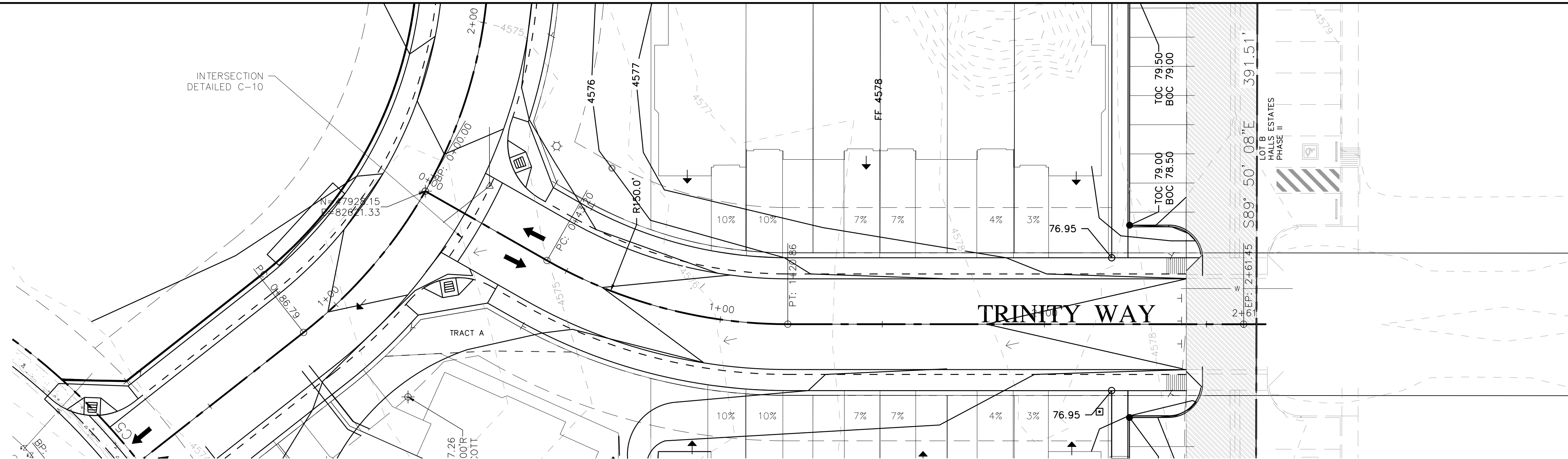
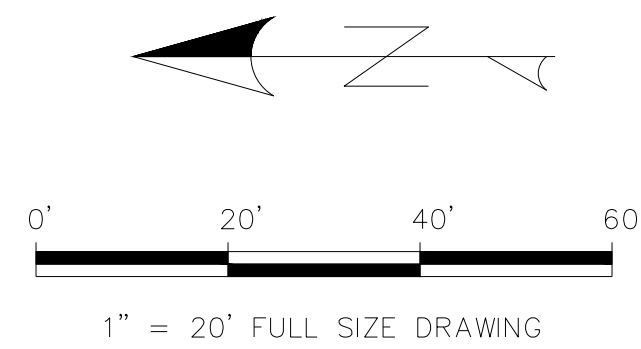
ACCEPTANCE BLOCK

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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

PROJ.# 18104  
 DESIGNED BY BMB  
 DRAWN BY BMB  
 DATE 11/9/18  
 DRAWING NUMBER C-10  
 OF 21 DWGS



0 TO 1000 A.D.T.

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WOLCOTT AVE/TRINITY WAY  
NOT TO SCALE



CITY OF GRAND JUNCTION	
<u>ACCEPTANCE BLOCK</u>	
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CITY DEVELOPMENT ENGINEER	DATE

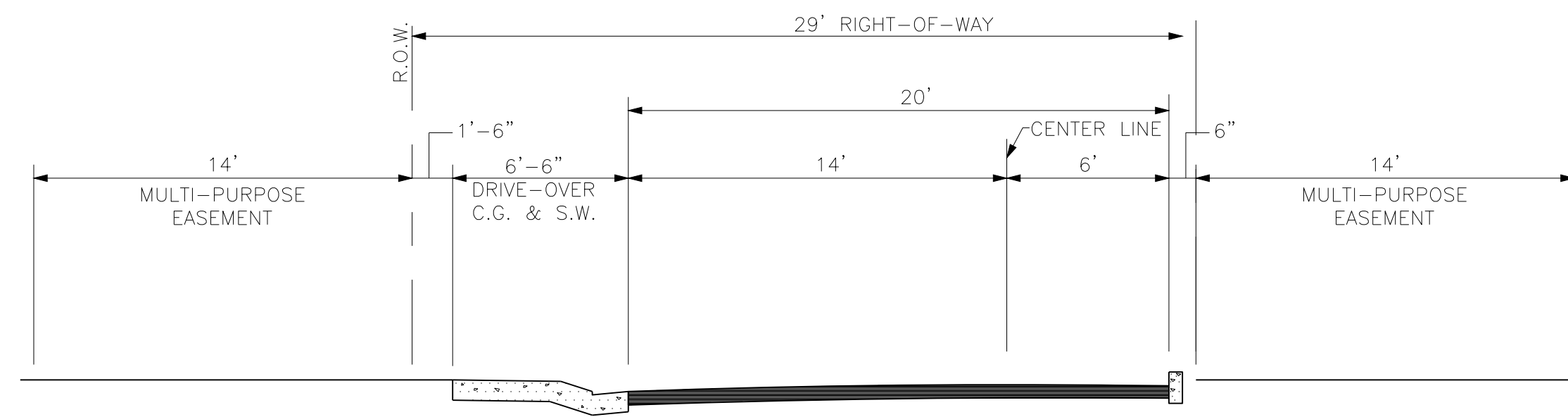
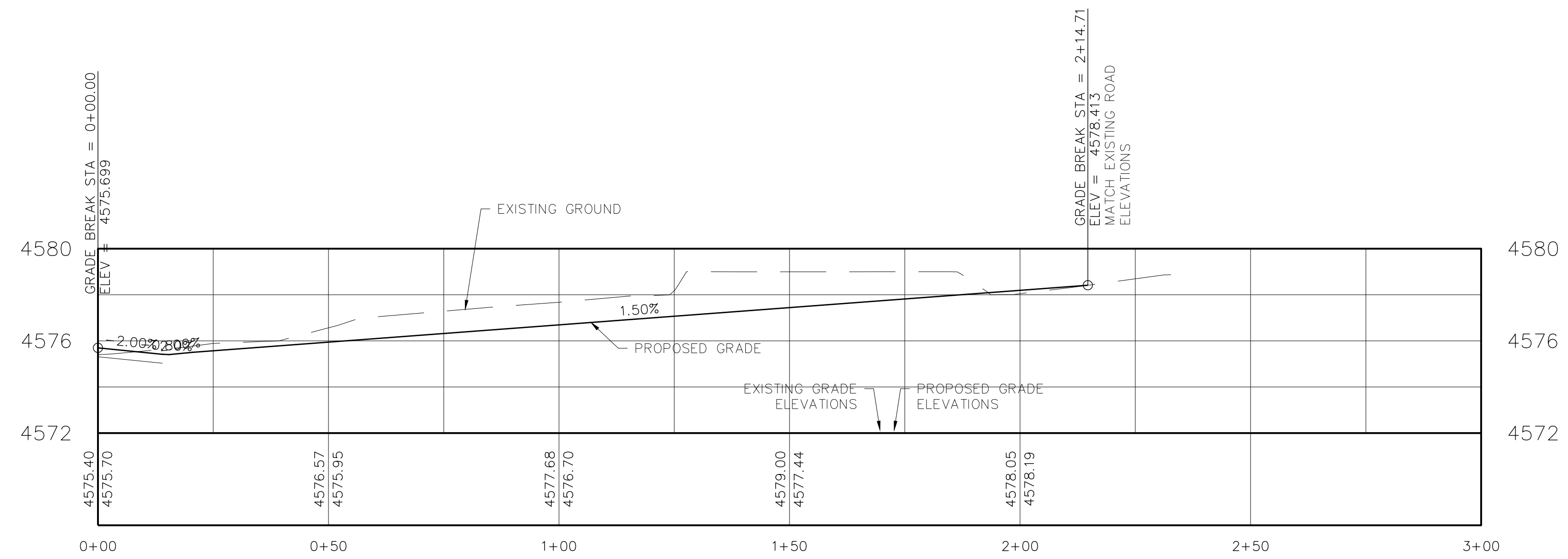
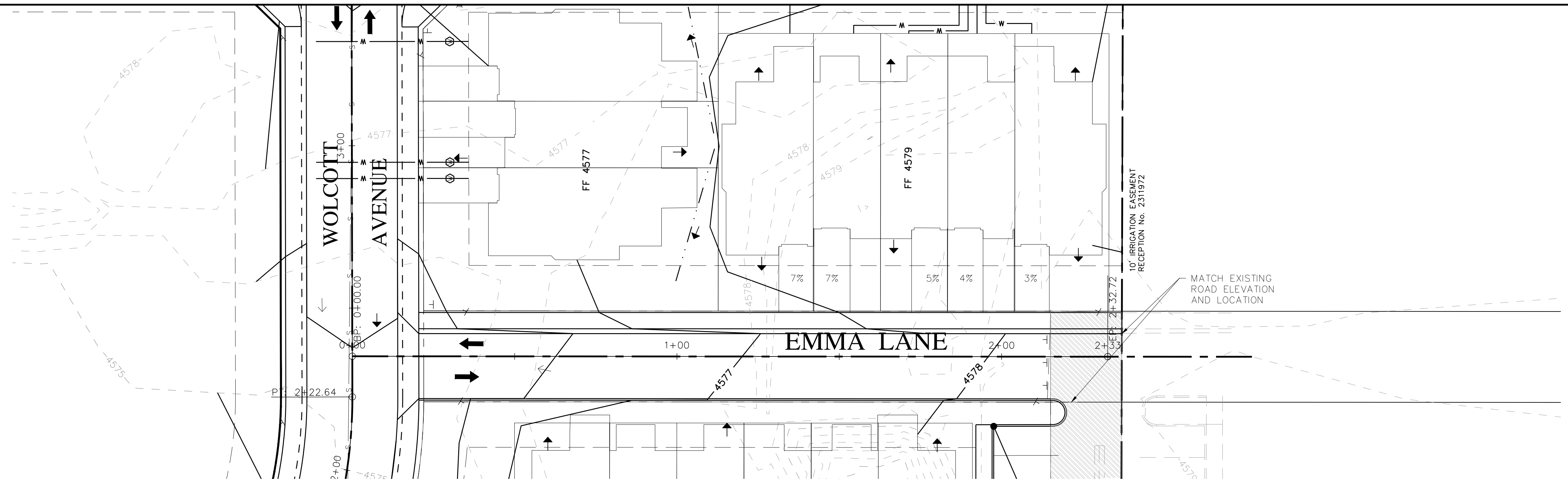
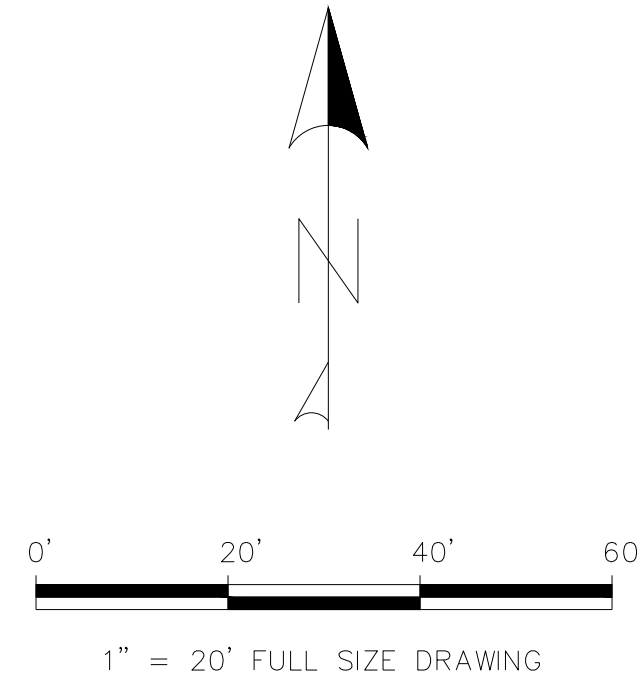
#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
TRINITY WAY PLAN AND PROFILE

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-11
OF	21 DWGS



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0 TO 1000 A.D.T.

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EMMA LANE  
NOT TO SCALE

CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
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CITY DEVELOPMENT ENGINEER	DATE

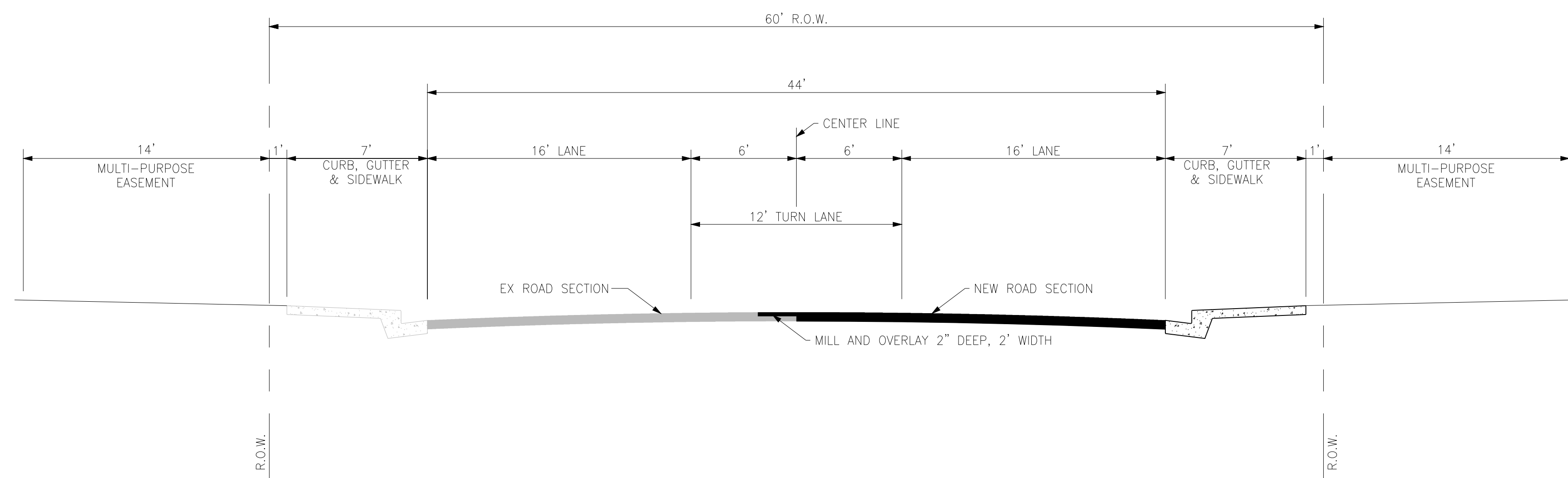
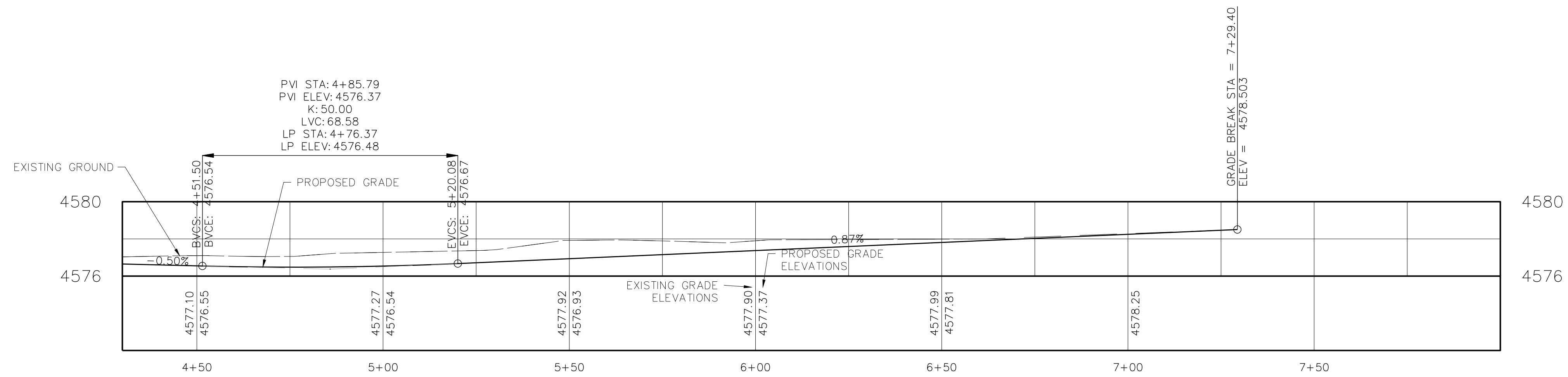
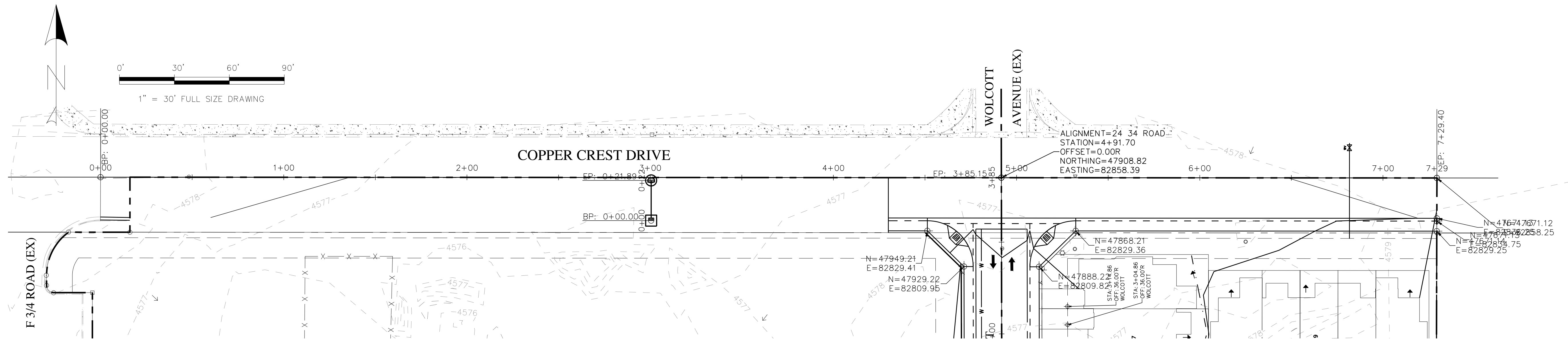


#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
EMMA LANE PLAN AND PROFILE

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	7/16/18
DRAWING NUMBER	C-12
OF	21 DWGS





- ① SEE THE GRAND JUNCTION URBANIZED AREA FUNCTIONAL CLASSIFICATION MAP FOR COLLECTOR STREET DESIGNATIONS.
- ② VERTICAL CURBS, GUTTERS AND SIDEWALKS ARE REQUIRED ON BOTH SIDES OF ALL COLLECTOR STREETS.
- ③ ALL COLLECTOR STREETS SHALL BE SURFACED WITH HOT BITUMINOUS PAVEMENT (HBP) OR PORTLAND CEMENT CONCRETE (PCC). ALL PAVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE AASHTO GUIDE FOR DESIGN OF PAVEMENT STRUCTURES.
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COPPER CREST DRIVE  
NOT TO SCALE

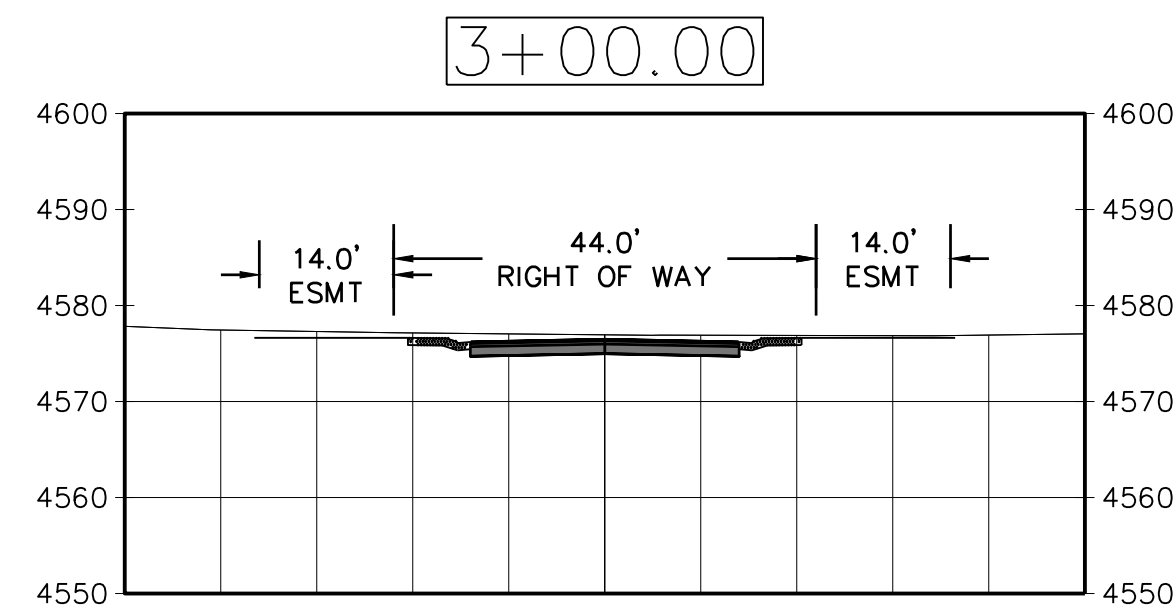
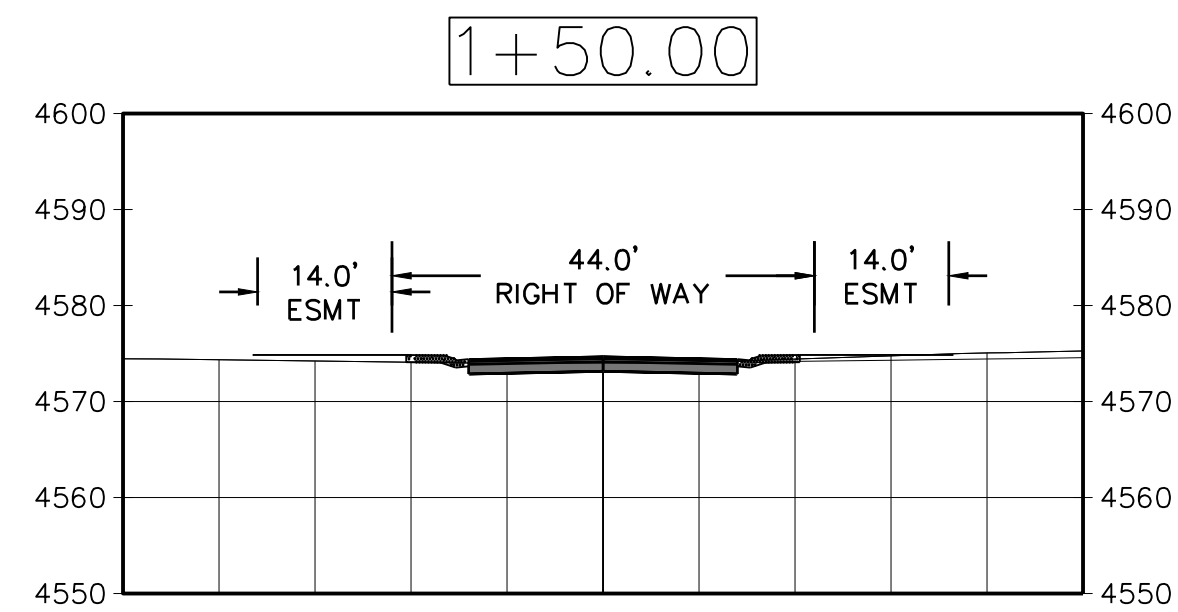
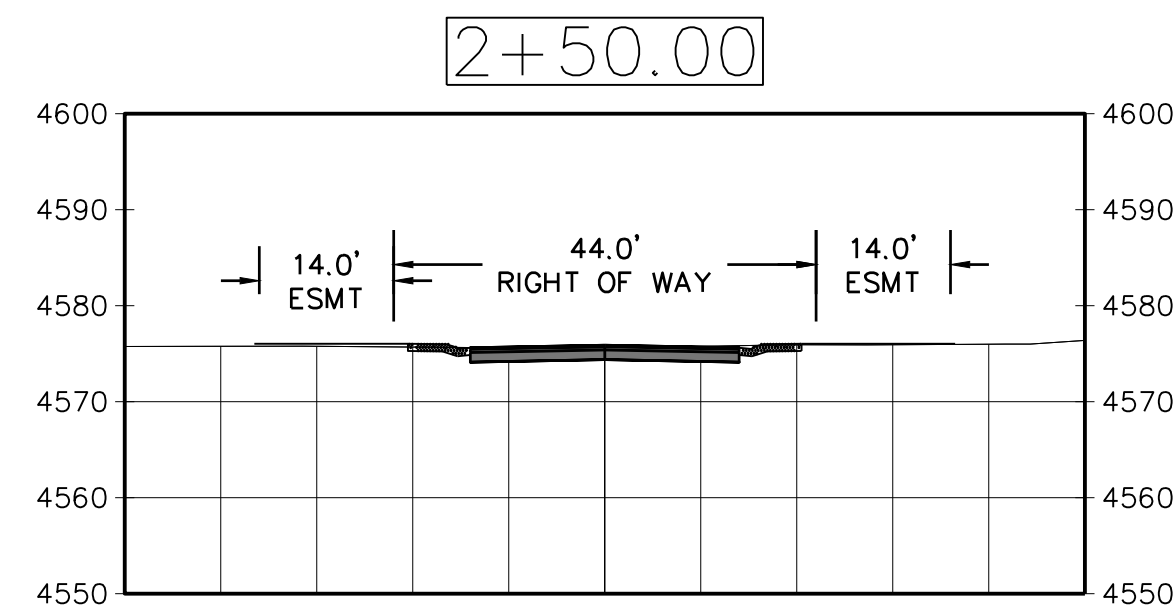
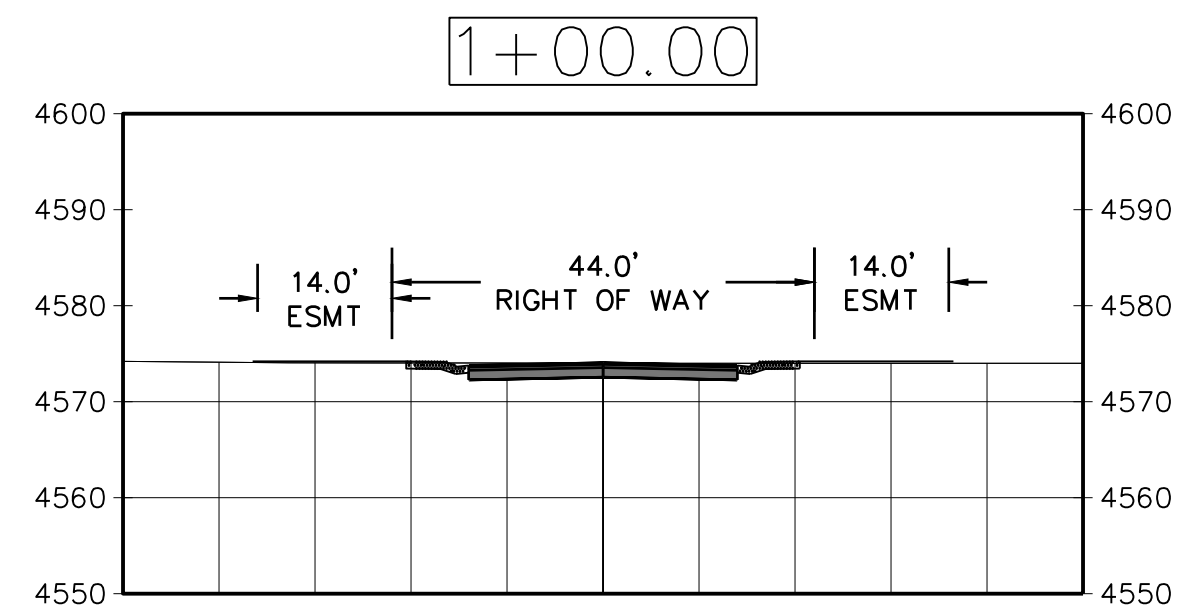
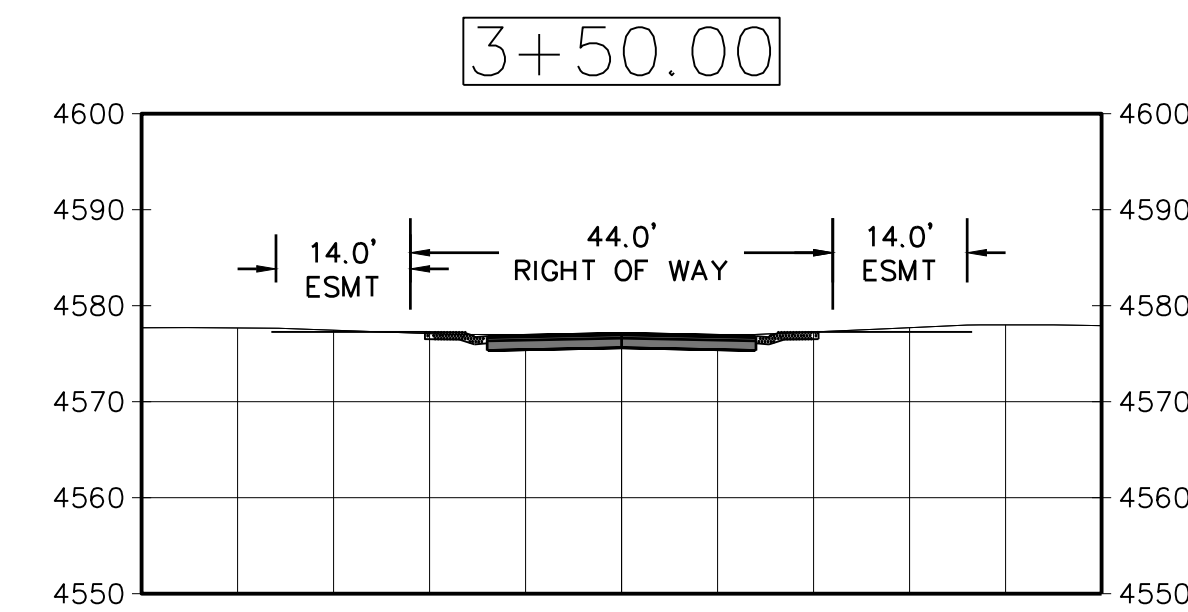
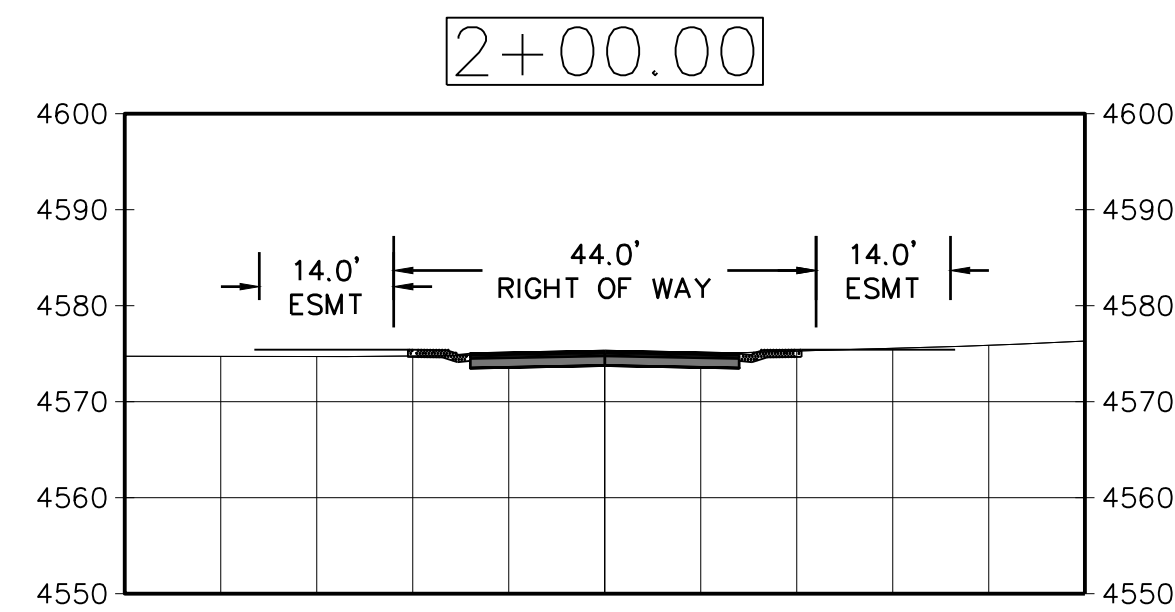
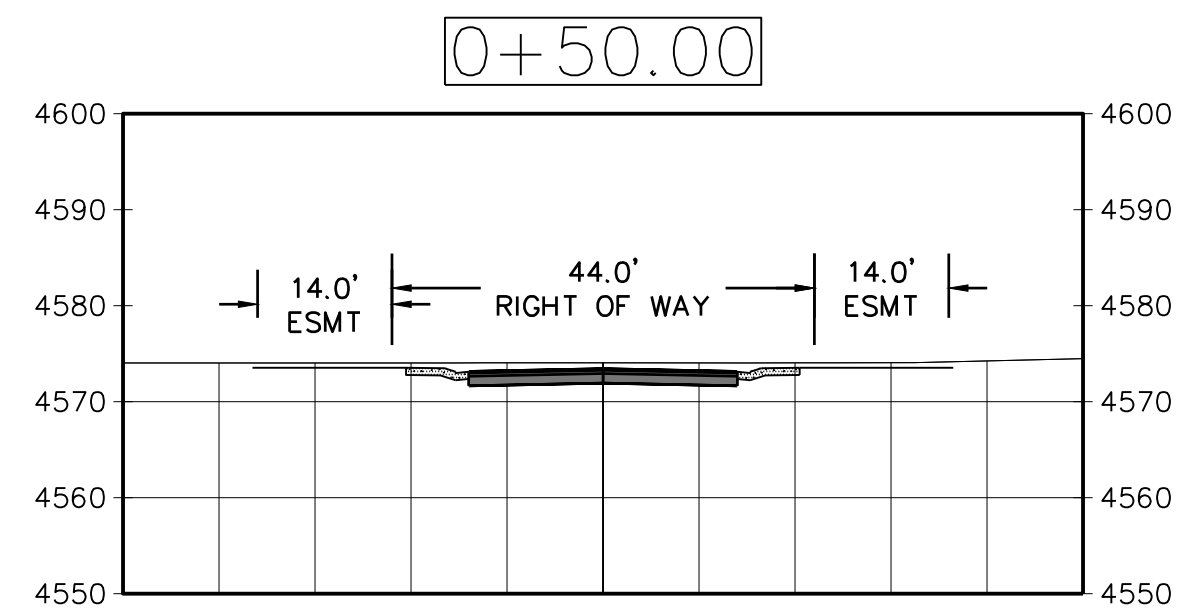
CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS. SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.	
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CITY DEVELOPMENT ENGINEER	DATE

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HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
COPPER CREST DRIVE PLAN AND PROFILE

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	7/16/18
DRAWING NUMBER	C-13
OF	21 DWGS





#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 WOLCOTT AVENUE CROSS SECTIONS

CITY OF GRAND JUNCTION

ACCEPTANCE BLOCK

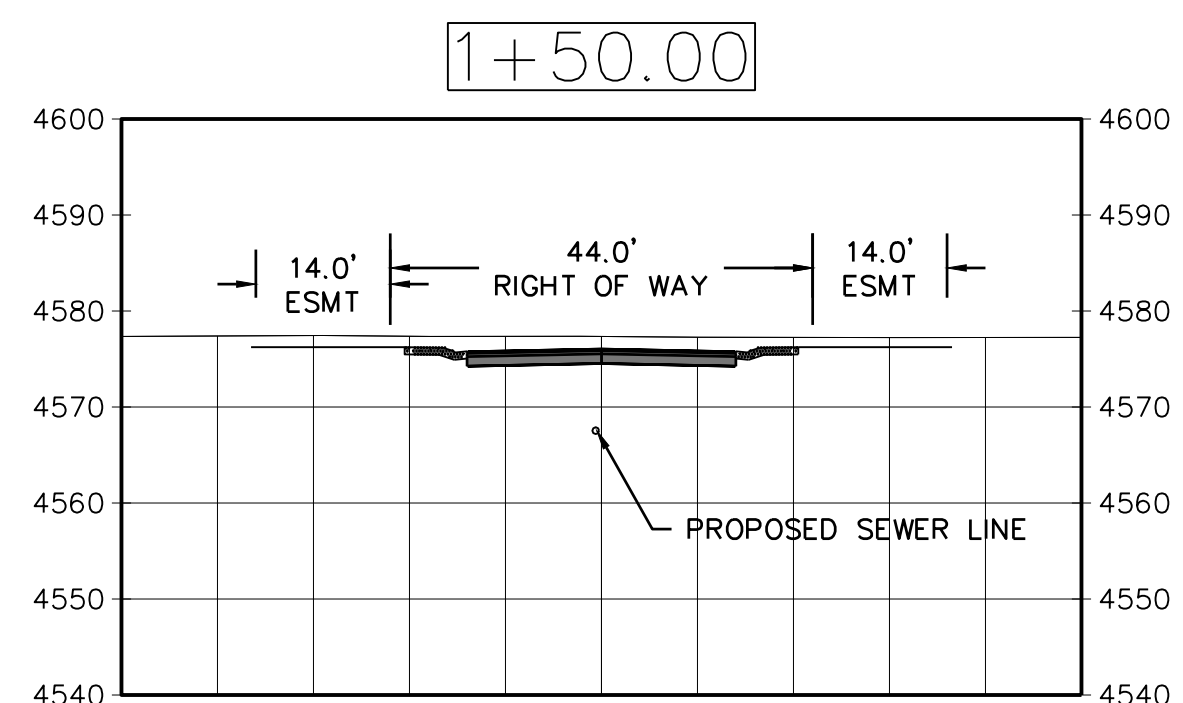
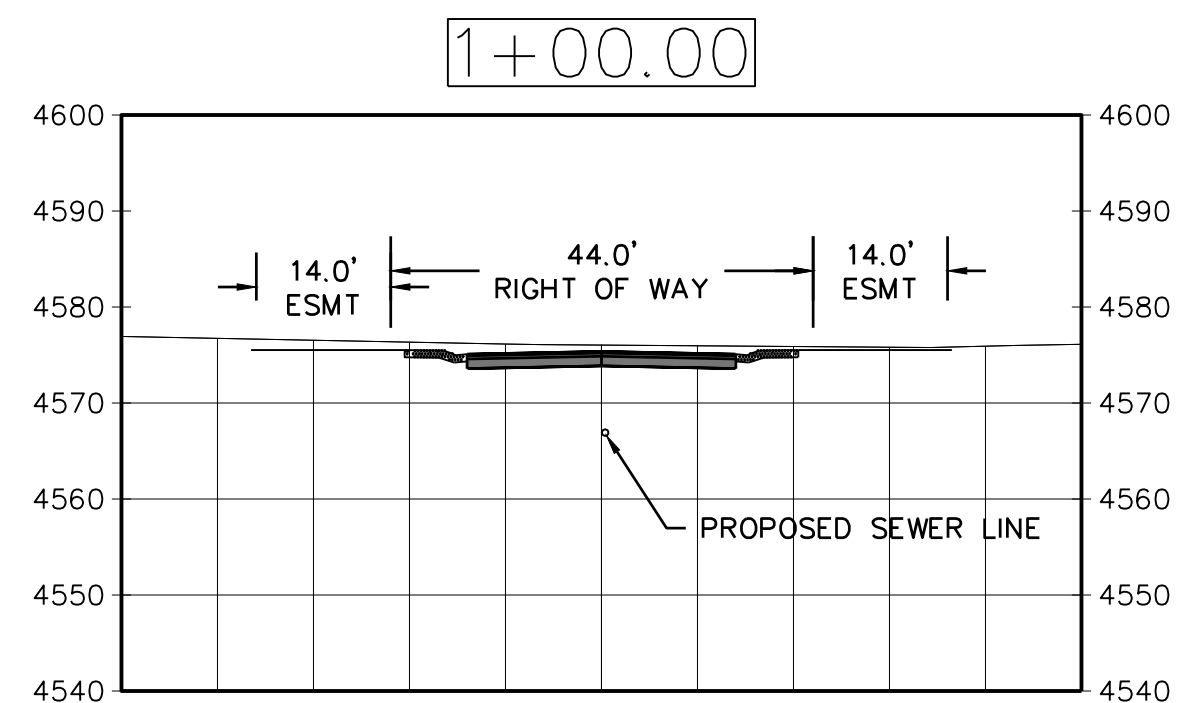
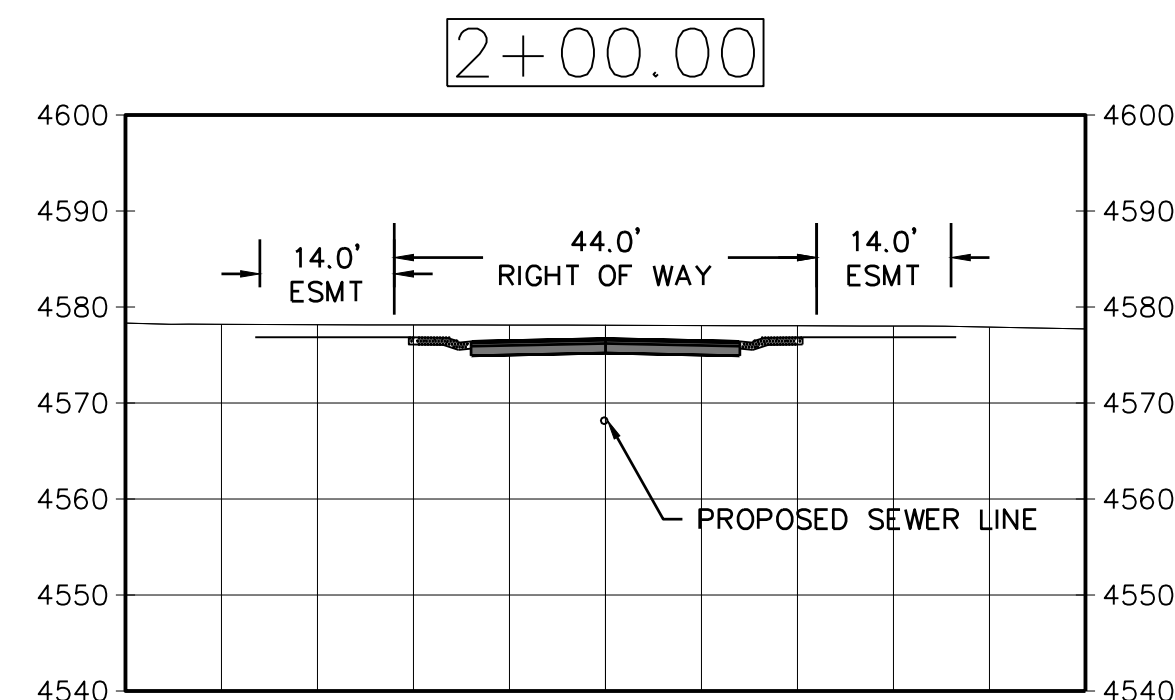
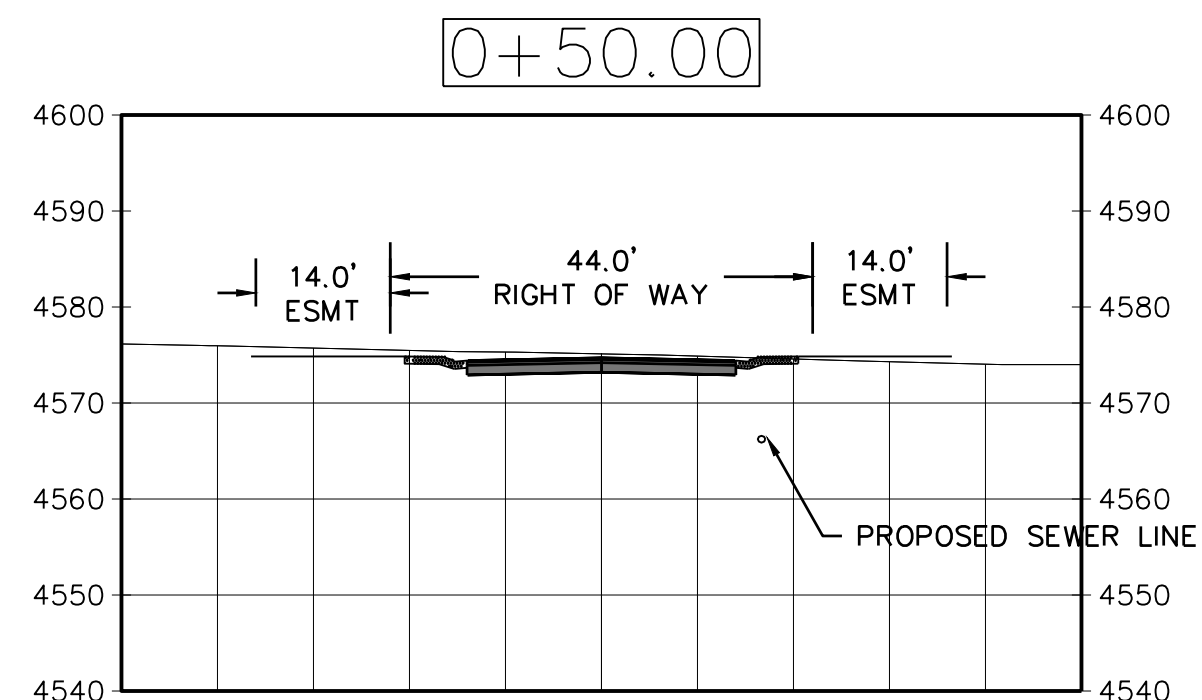
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PROJ.#	18104
DESIGNED BY	BMB
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CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
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CITY DEVELOPMENT ENGINEER	DATE

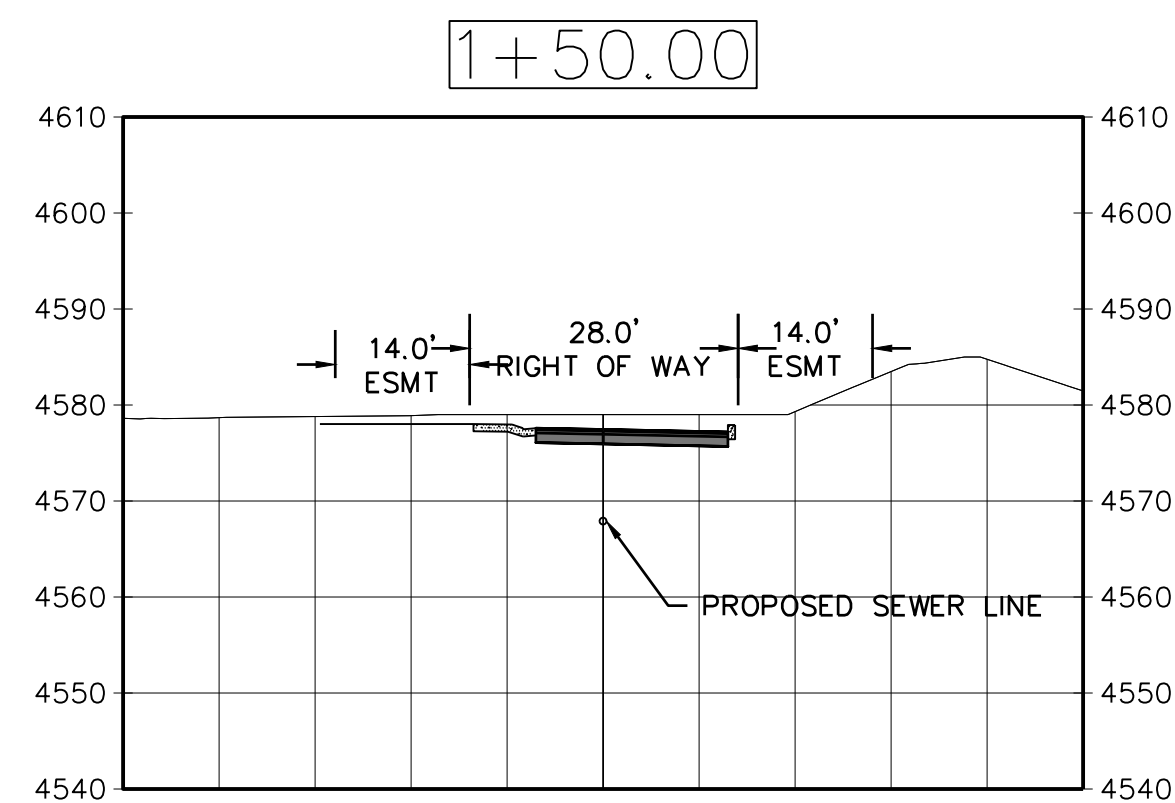
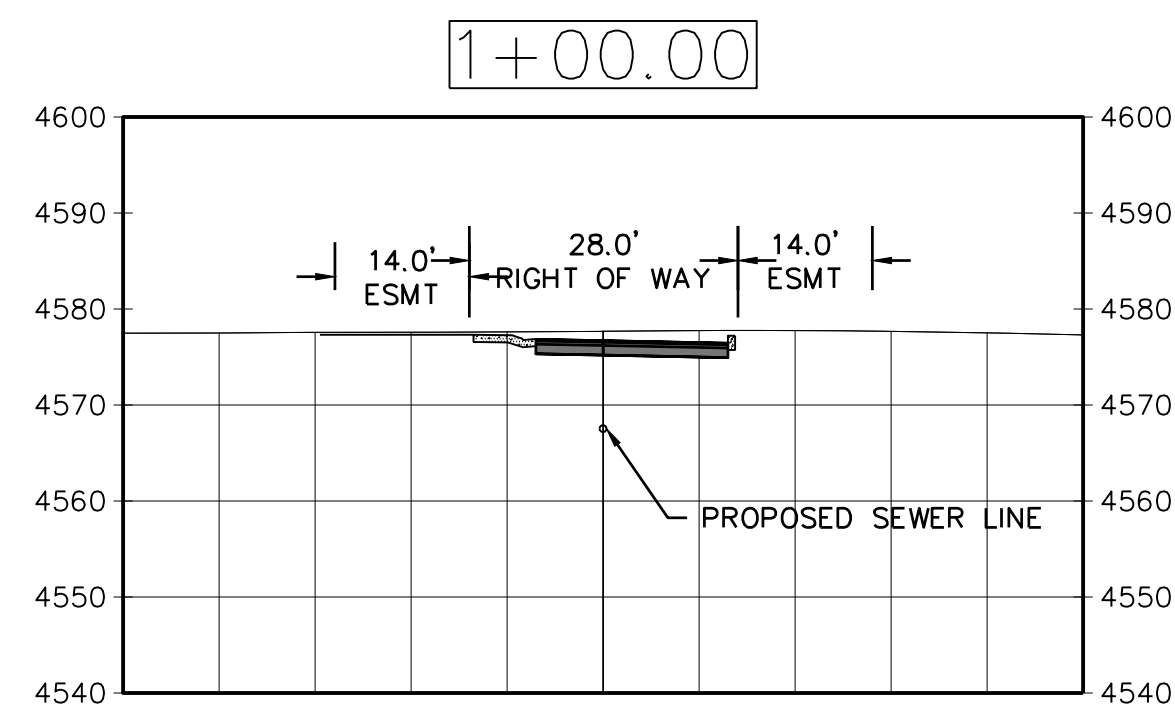
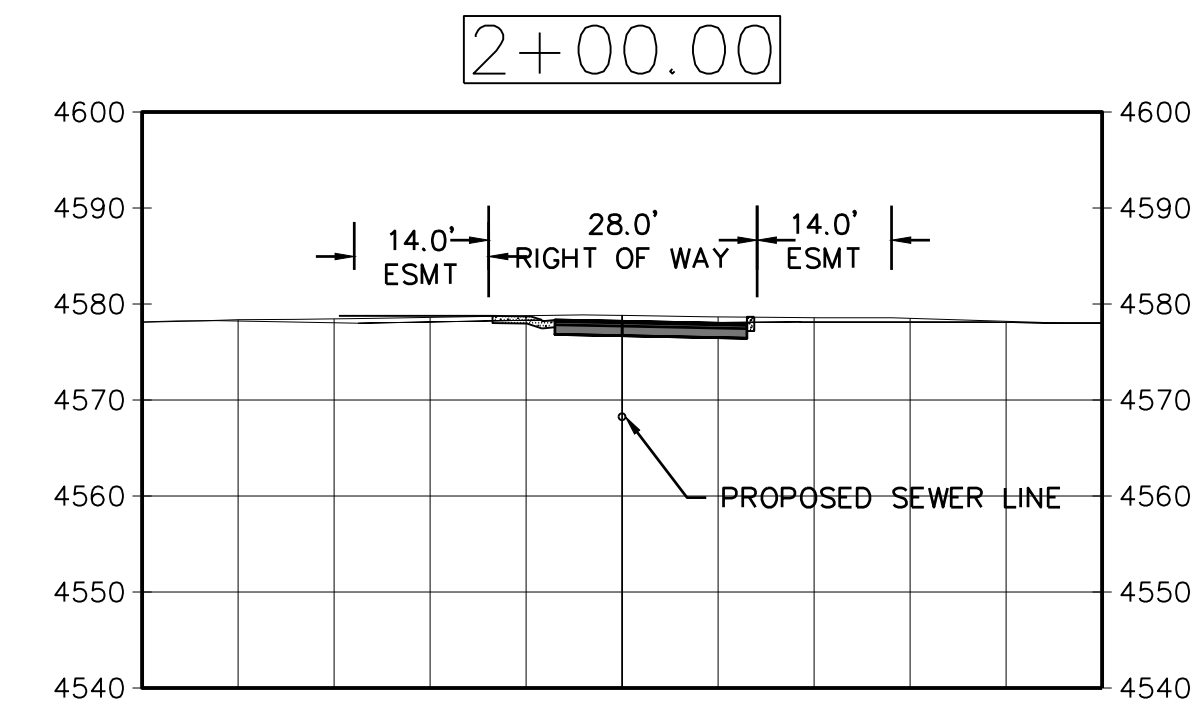
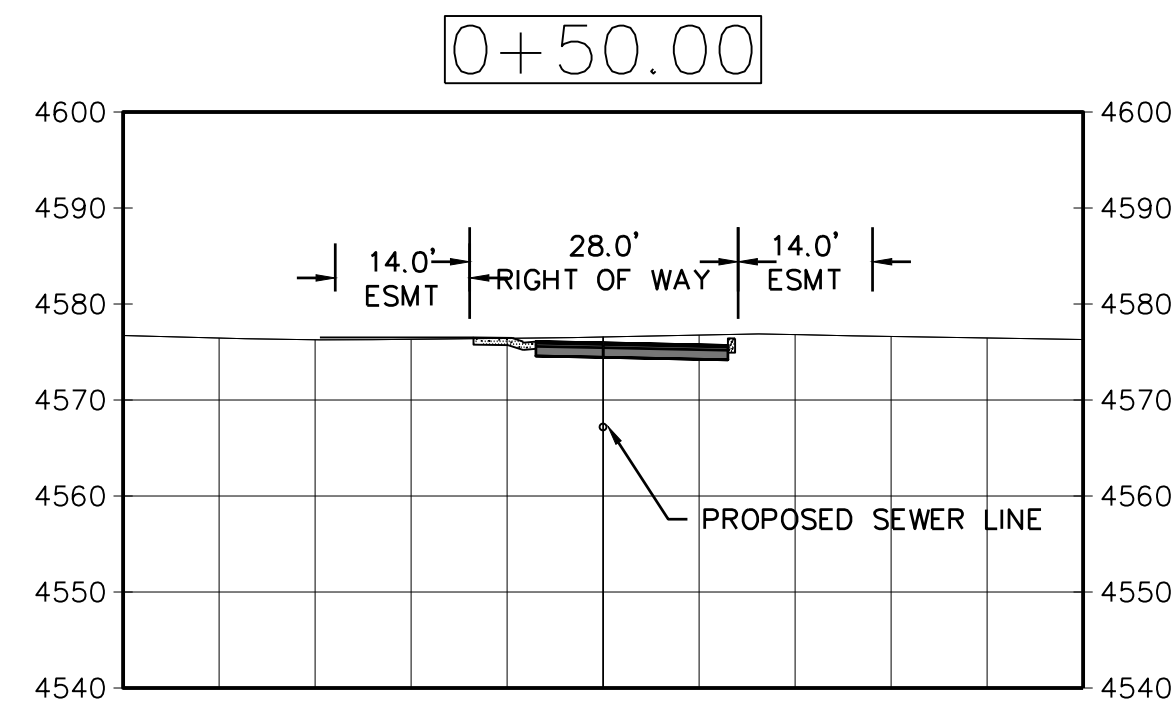
#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
TRINITY WAY CROSS SECTIONS

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	7/16/18
DRAWING NUMBER	C-15
OF	21 DWGS







CITY OF GRAND JUNCTION

ACCEPTANCE BLOCK

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

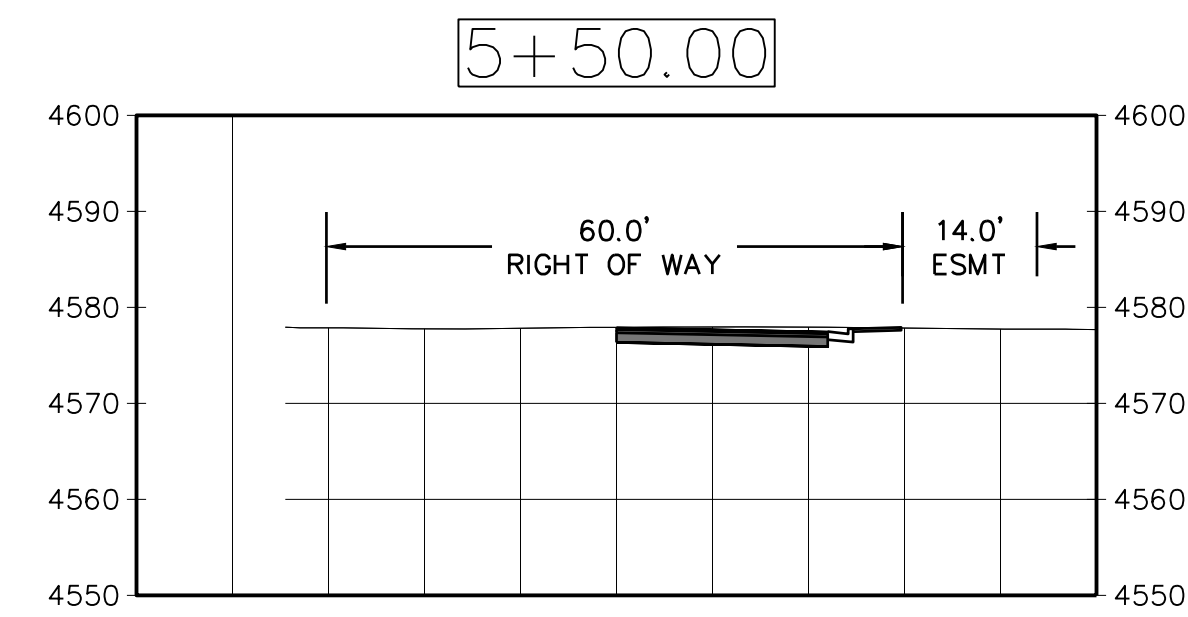
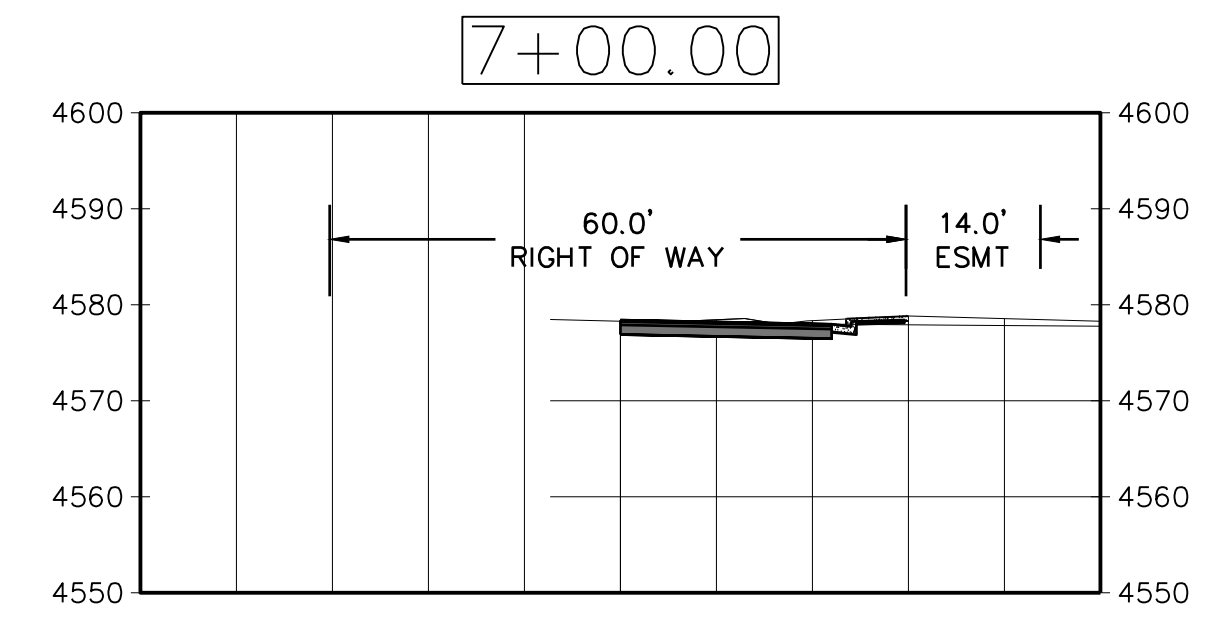
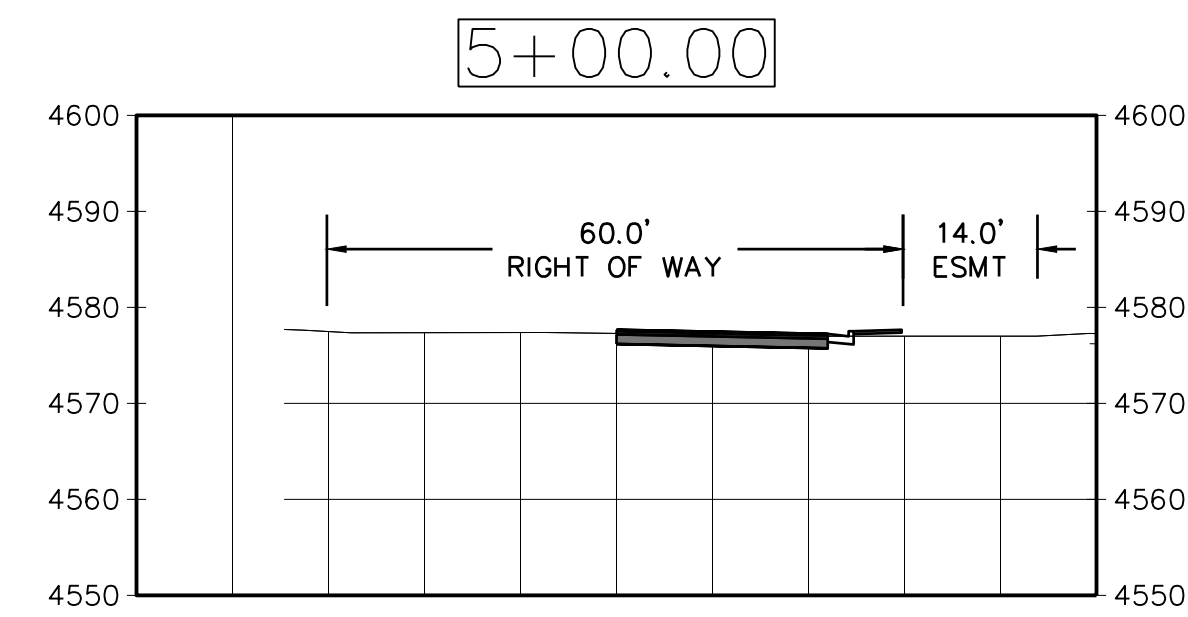
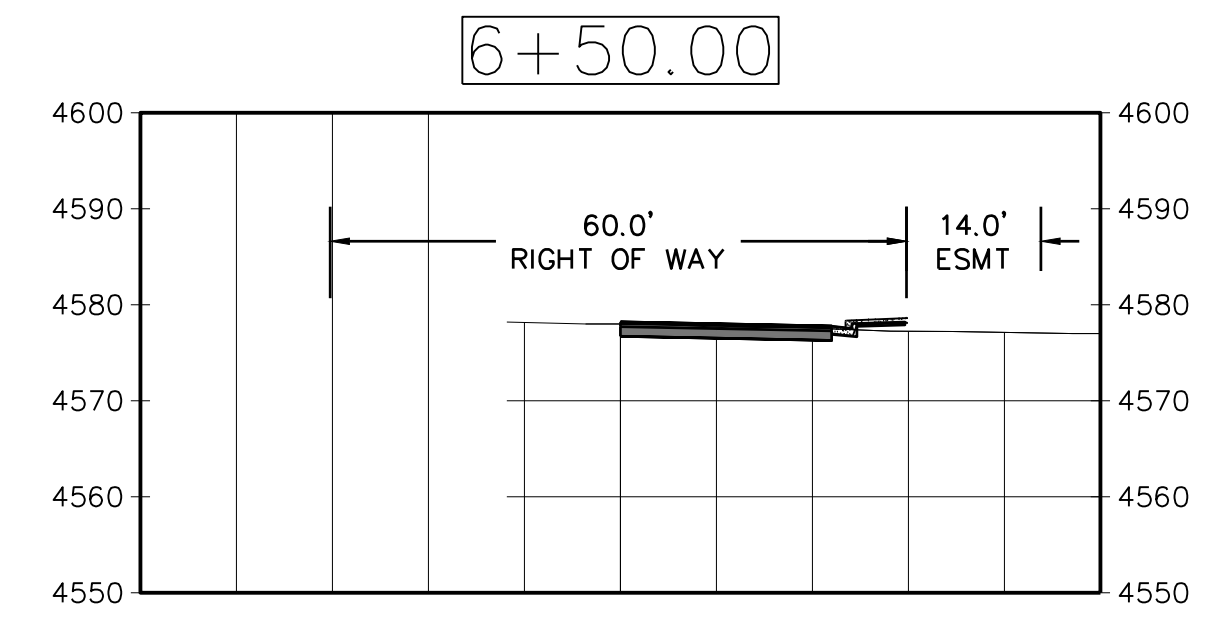
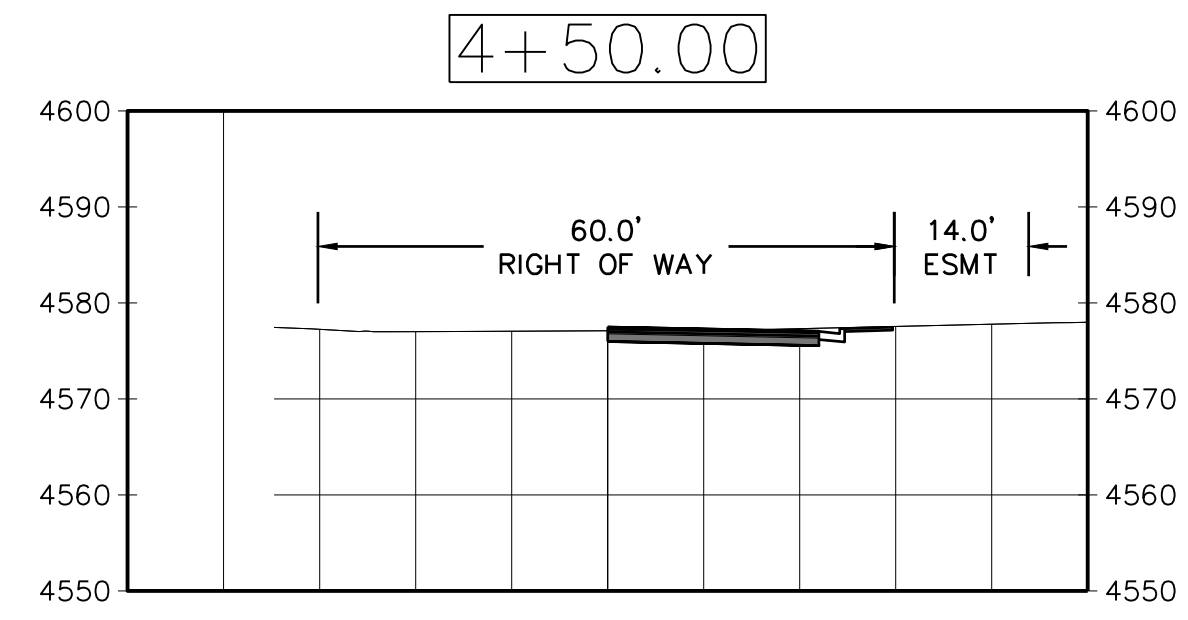
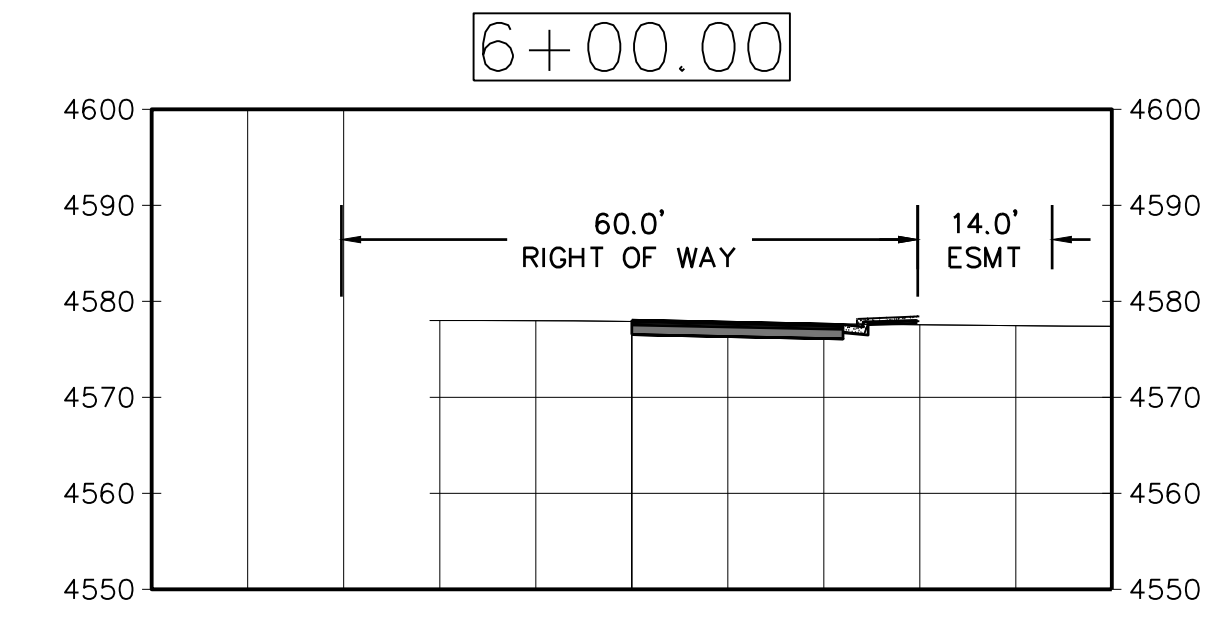
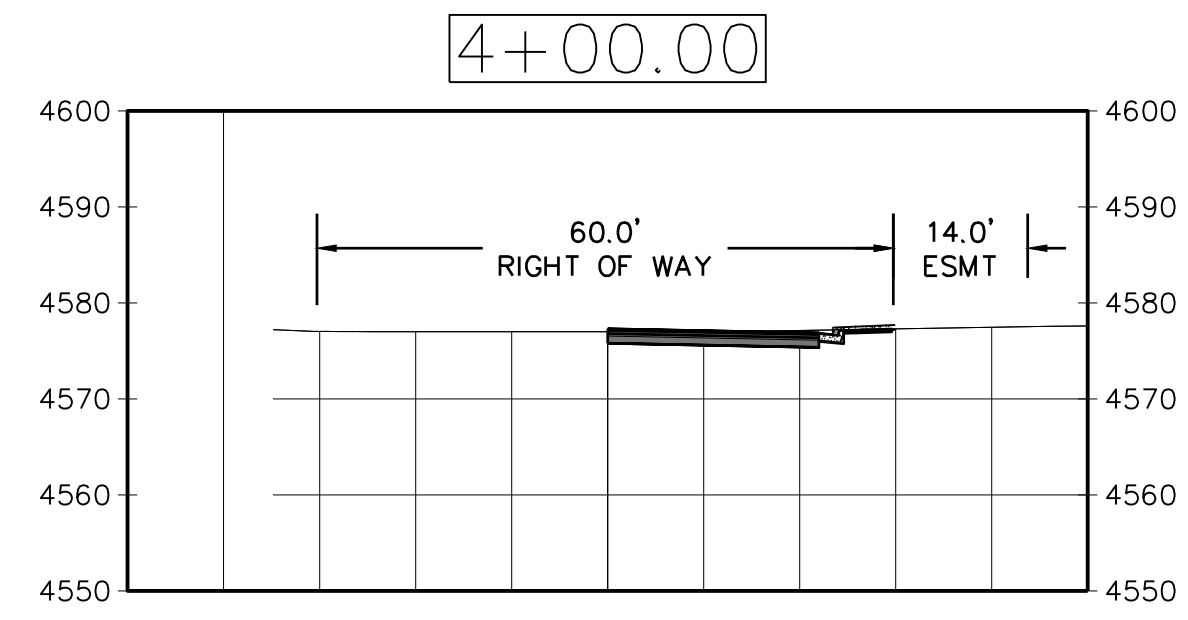
CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
EMMA LANE CROSS SECTIONS

PROJ.# 18104  
DESIGNED BY BMB  
DRAWN BY BMB  
DATE 7/16/18  
DRAWING NUMBER C-16  
OF 21 DWGS





**CITY OF GRAND JUNCTION**

ACCEPTANCE BLOCK

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CITY DEVELOPMENT ENGINEER

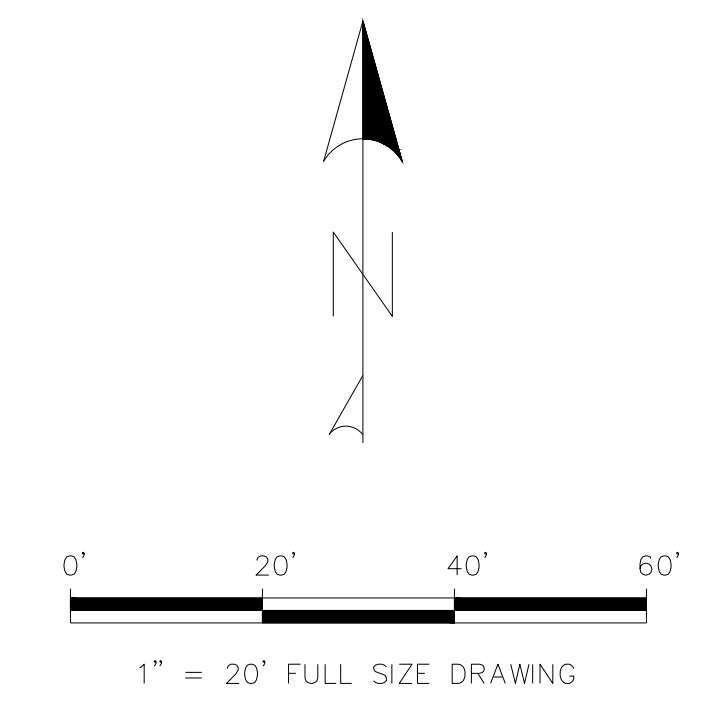
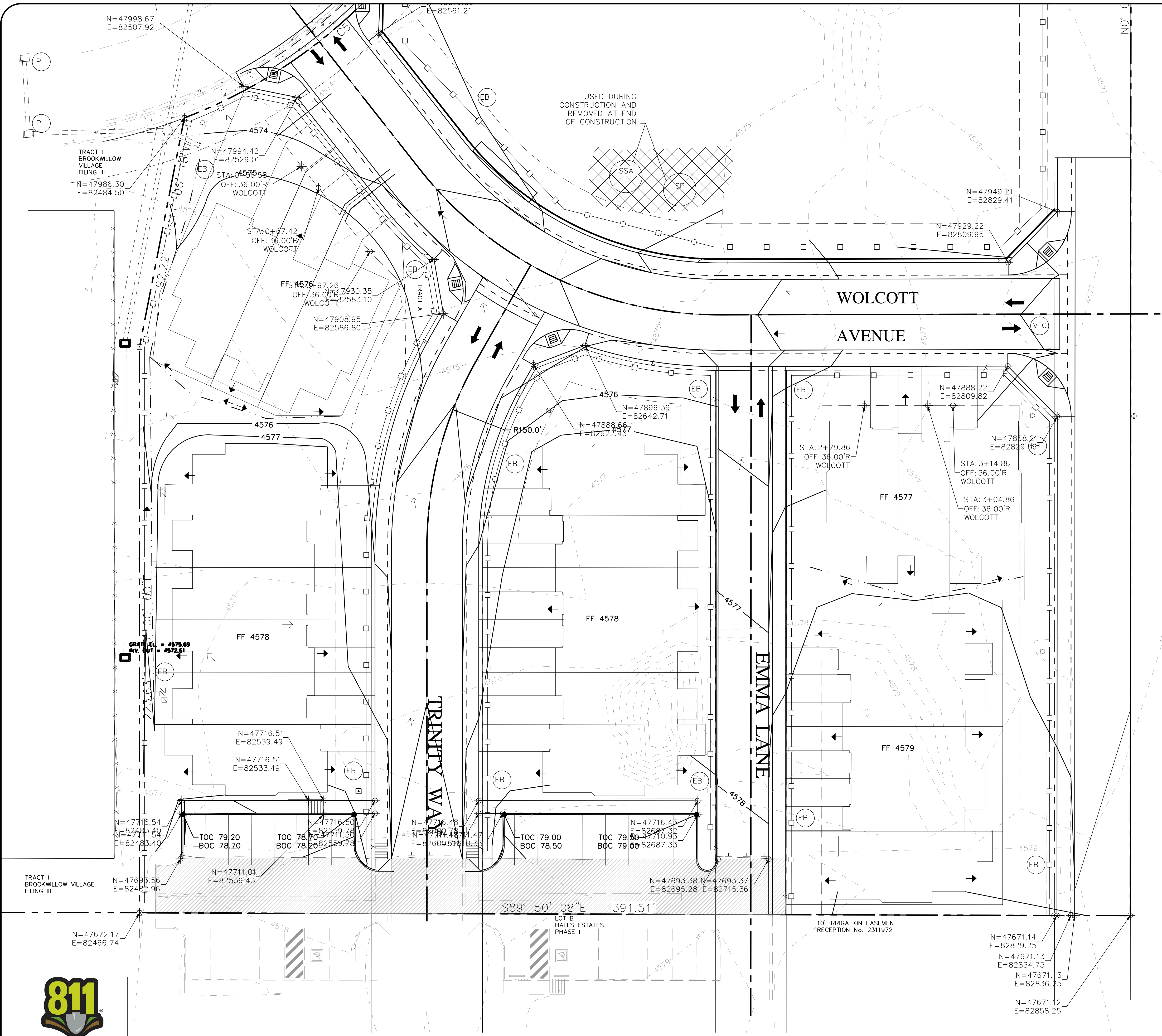
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DATE

#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
GRAND JUNCTION, COLORADO  
COPPER CREST DRIVE CROSS SECTIONS

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	7/16/18
DRAWING NUMBER	C-18
OF	21 DWGS





**EROSION CONTROL NOTES:**

- AREA OF DISTURBANCE = 5.12 ACRES.  
 AREA OF SITE = 5.12 ACRES.
- SEE URBAN DRAINAGE MANUAL AND SHEET C-3 FOR TYPICAL TEMPORARY EROSION CONTROL DETAILS AND REFERENCES.  
 WWW.UDFCD.ORG/VOLUME-THREE
1. EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF GRADING AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. ADDITIONAL MEASURES MAY BE REQUIRED DURING CONSTRUCTION AND SHALL BE INSTALLED AT THE DIRECTION OF THE COUNTY ENGINEER OR HIS REPRESENTATIVE.
  2. AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES EVERY 7 DAYS AND AFTER EVERY PRECIPITATION EVENT. EROSION AND SEDIMENT CONTROL FORMS SHALL BE COMPLETED WEEKLY AND FAXED TO THE CITY INSPECTOR.
  3. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, OWNER AND CONTRACTOR TO PREVENT SEDIMENT, DEBRIS AND ALL POLLUTANTS ENTERING ANY WATERWAYS DURING GRADING AND CONSTRUCTION OPERATIONS. THE DEVELOPER, OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO WATERWAYS, WETLANDS, OTHER PROPERTIES AND RIGHTS-OF-WAY RESULTING FROM WORK DONE AS PART OF THIS PROJECT. ALL SEDIMENT, SILT, MUD AND CONSTRUCTION DEBRIS THAT MOVES BEYOND THE PROPERTY LIMITS MUST BE IMMEDIATELY REMOVED.
  4. THE AREA INSIDE THE PERIMETER CONTAINMENT IS CONSIDERED THE LIMITS OF CONSTRUCTION AND SHALL BE CLEARED AND GRUBBED OF EXISTING VEGETATION.
  5. NO ASPHALT OR CONCRETE BATCH PLANTS ARE TO BE PLACED AT SITE.
  6. NO 100-YEAR FLOOD PLAINS ARE LOCATED ON THIS SITE.
  7. CONTRACTOR TO PROVIDE DUST CONTROL DURING ALL PHASES OF CONSTRUCTION.

**EROSION CONTROL LEGEND:**

- EARTHEN BERM AND SWALE
- VEHICLE TRACKING CONTROL - GRAVEL, 50' MIN (VTC)
- INLET PROTECTION (3 ANTICIPATED)
- STOCKPILE (SP)
- STABILIZED STAGING AREA (SSA)

**CITY OF GRAND JUNCTION**

ACCEPTANCE BLOCK

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CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

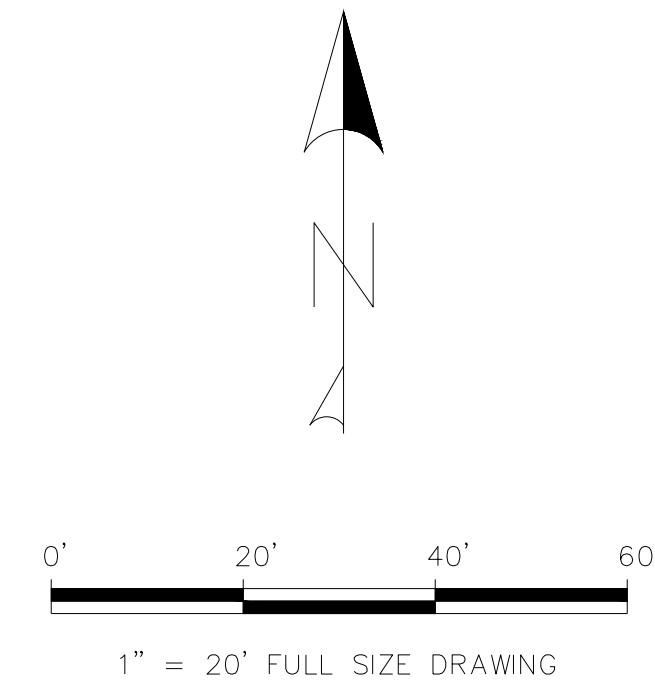
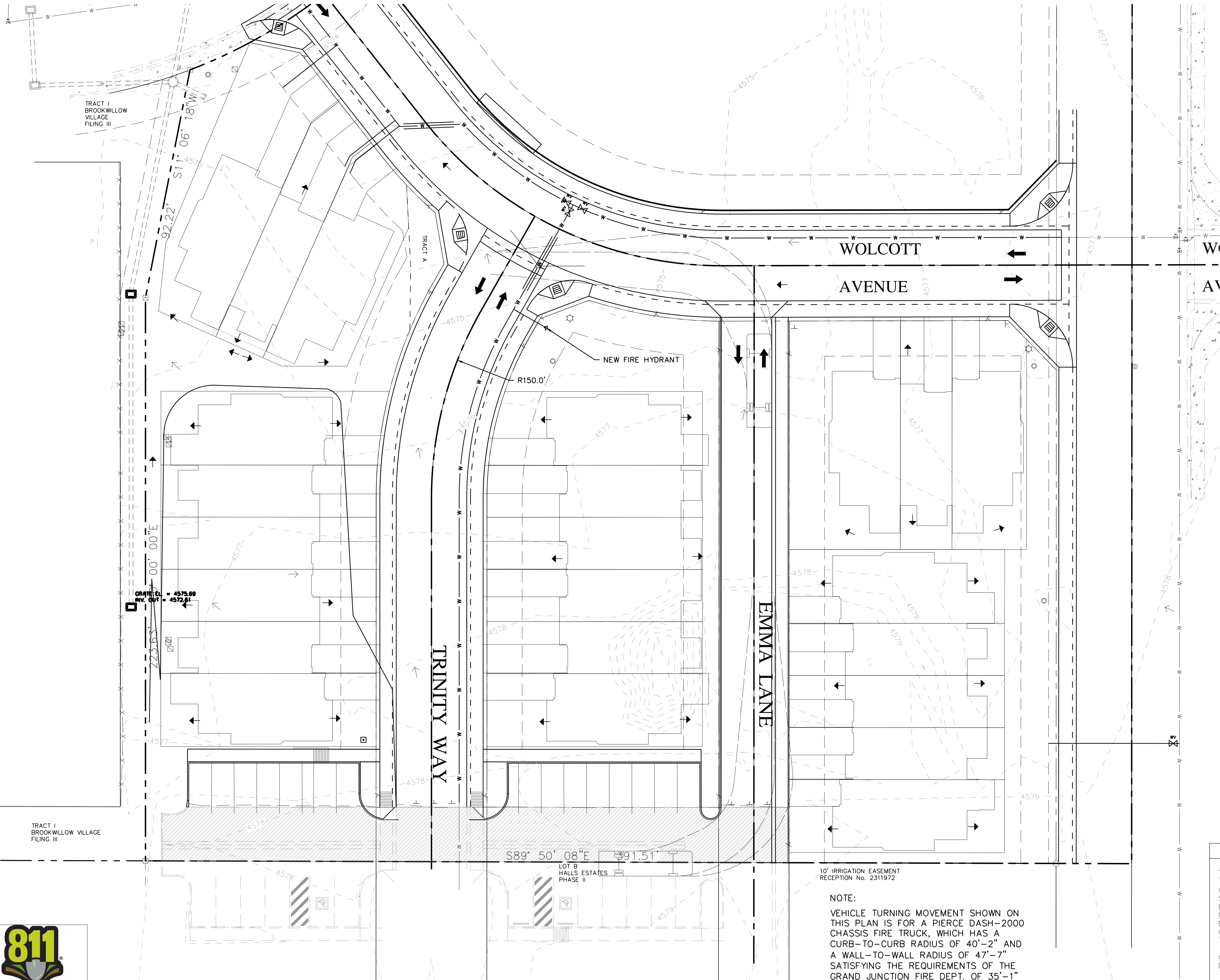
**Colorado Land Advisor**  
 Urban Planning | Stormwater Management | Site Design | Civil Engineering  
 300 Main Street | Suite 308 | Grand Junction, Colorado 81501 | 970.512.2888  
 coloradolandadvisor.com

#	REVISION	DESCRIPTION

**HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 SOUTHERN STORMWATER MANAGEMENT PLAN**

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-19
OF	21 DWGS





#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV  
 GRAND JUNCTION, COLORADO  
 SOUTHERN FIRE SITE PLAN

CITY OF GRAND JUNCTION

ACCEPTANCE BLOCK

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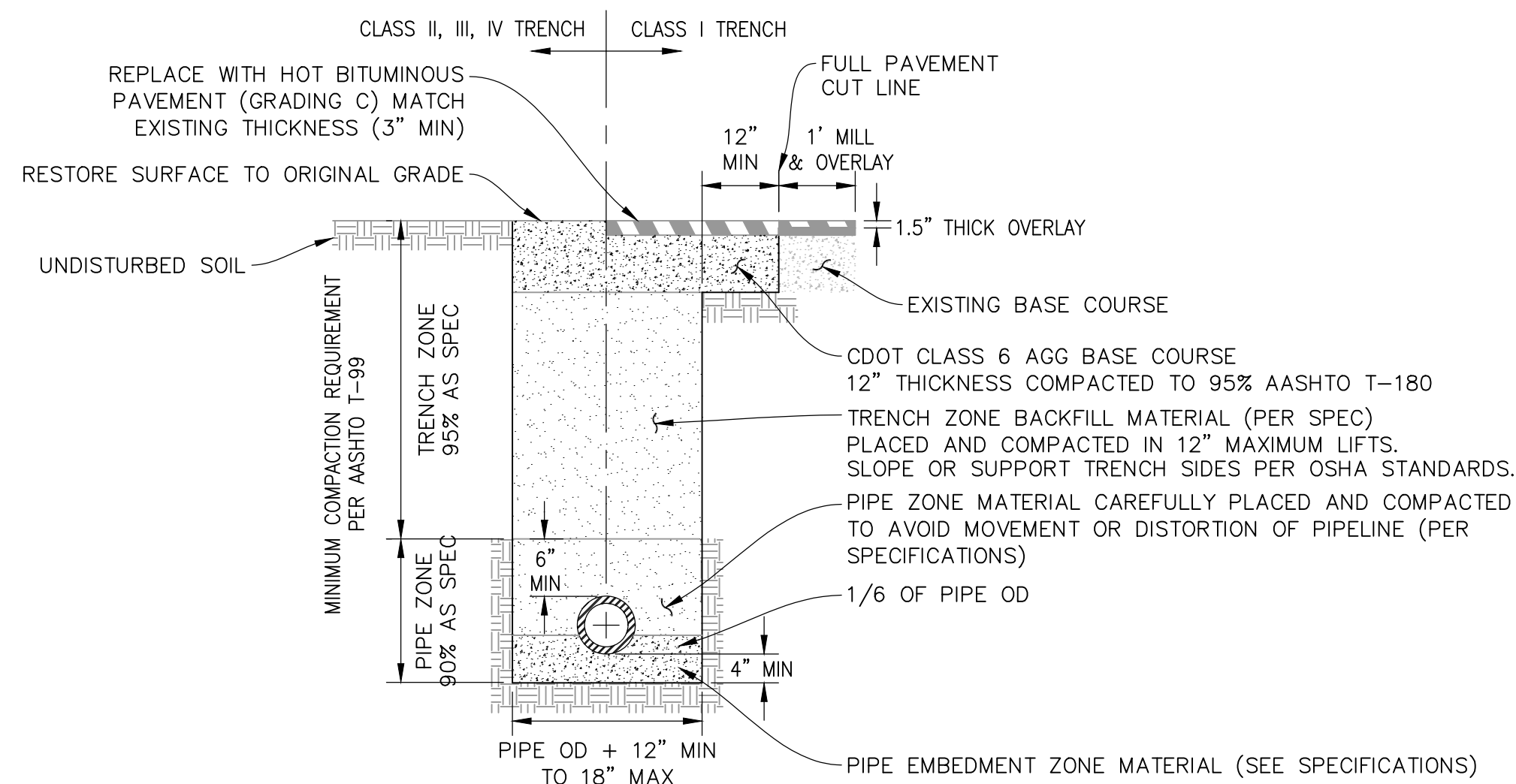
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

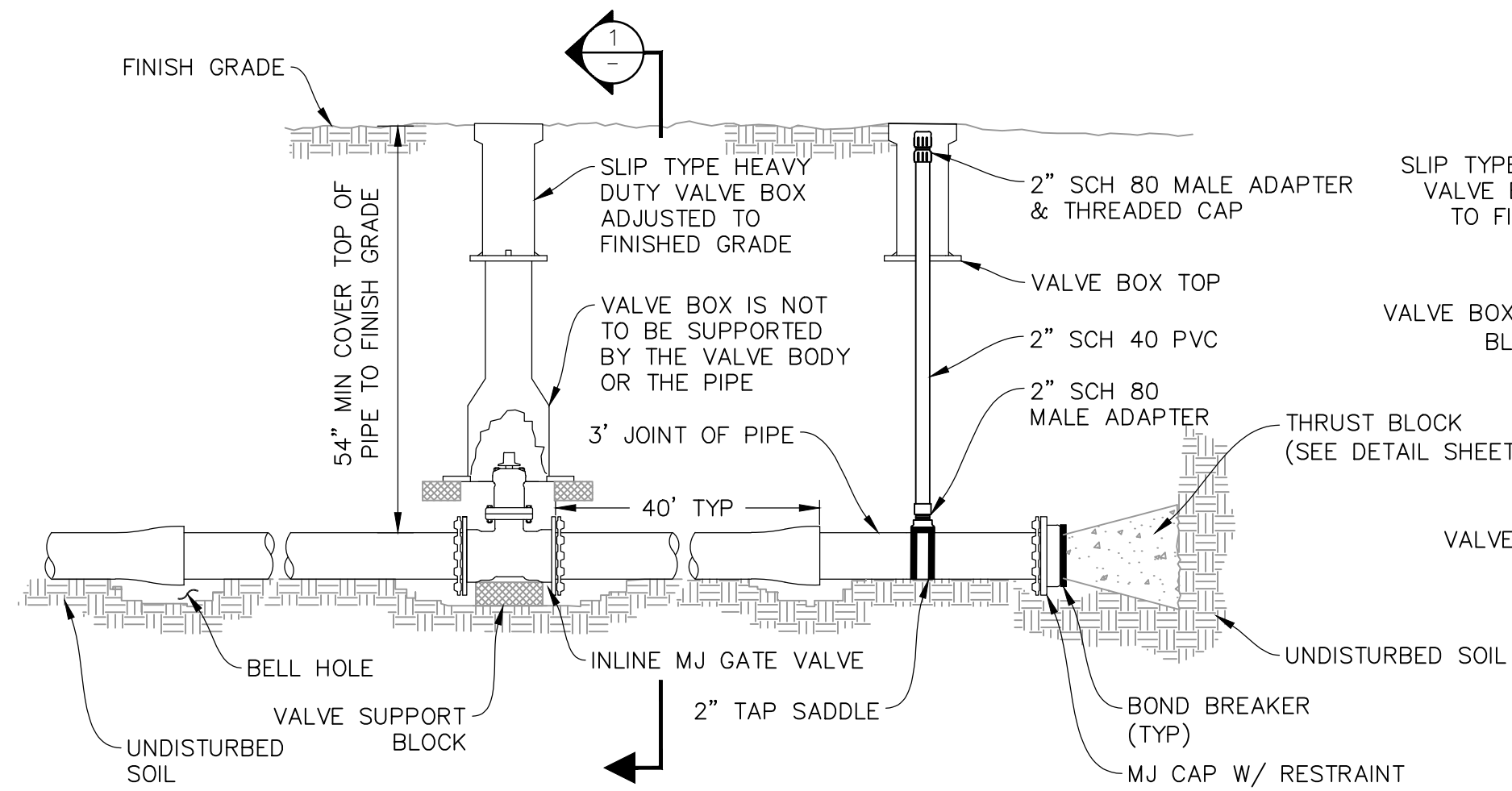
NOTE:  
 VEHICLE TURNING MOVEMENT SHOWN ON THIS PLAN IS FOR A PIERCE DASH-2000 CHASSIS FIRE TRUCK, WHICH HAS A CURB-TO-CURB RADIUS OF 40'-2" AND A WALL-TO-WALL RADIUS OF 47'-7" SATISFYING THE REQUIREMENTS OF THE GRAND JUNCTION FIRE DEPT. OF 35'-1" AND 39'-4", RESPECTIVELY.



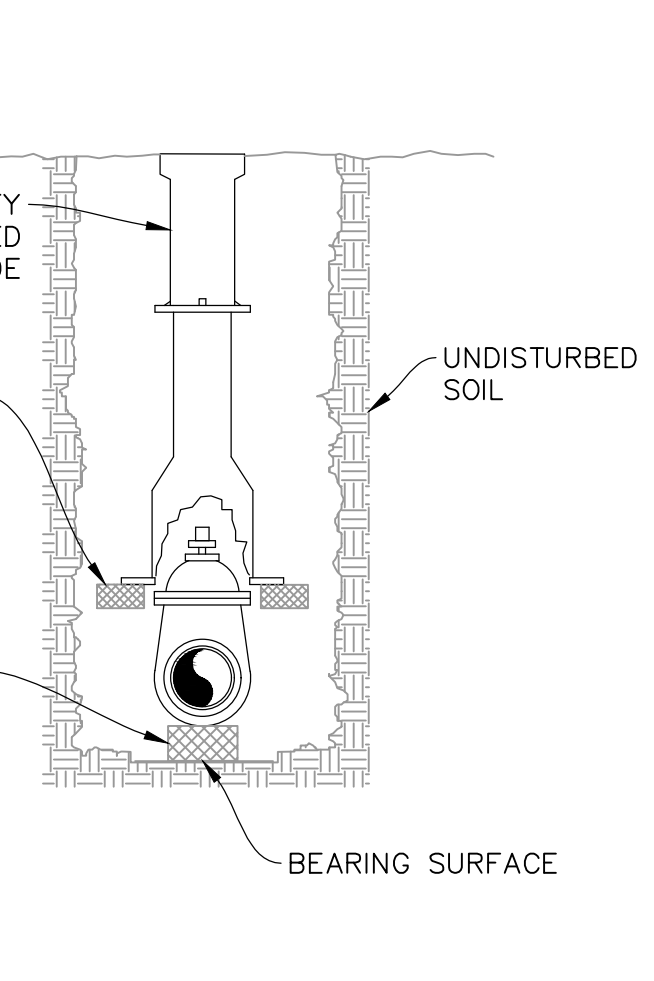
PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-19
OF	21 DWGS



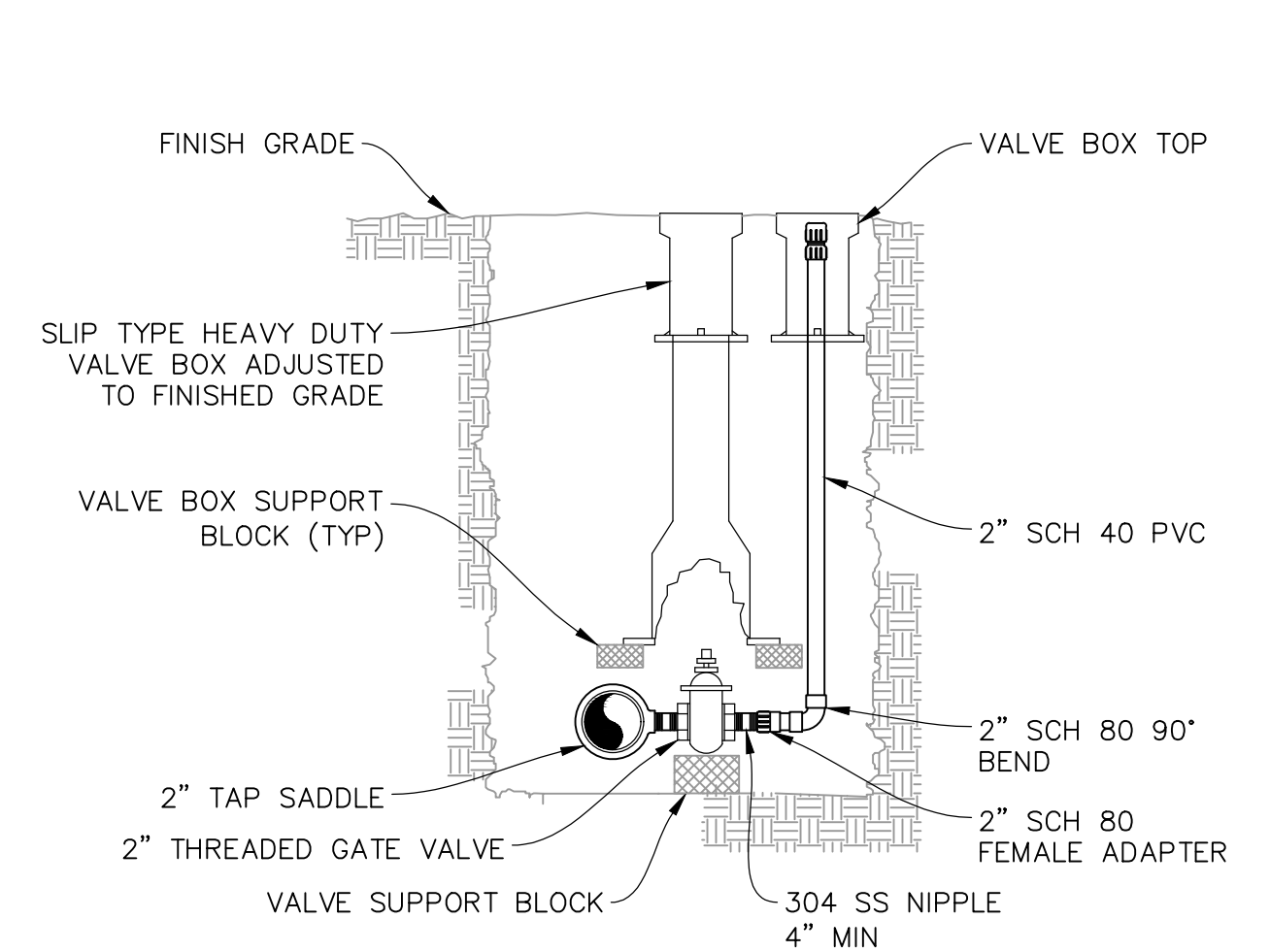
TRENCH DETAIL (A)  
UTE WATER STANDARD DETAILS  
SCALE: NTS



VALVE INSTALLATION, LINE TERMINATION & TYPE "A" BLOWOFF (B)  
UTE WATER STANDARD DETAILS  
SCALE: NTS

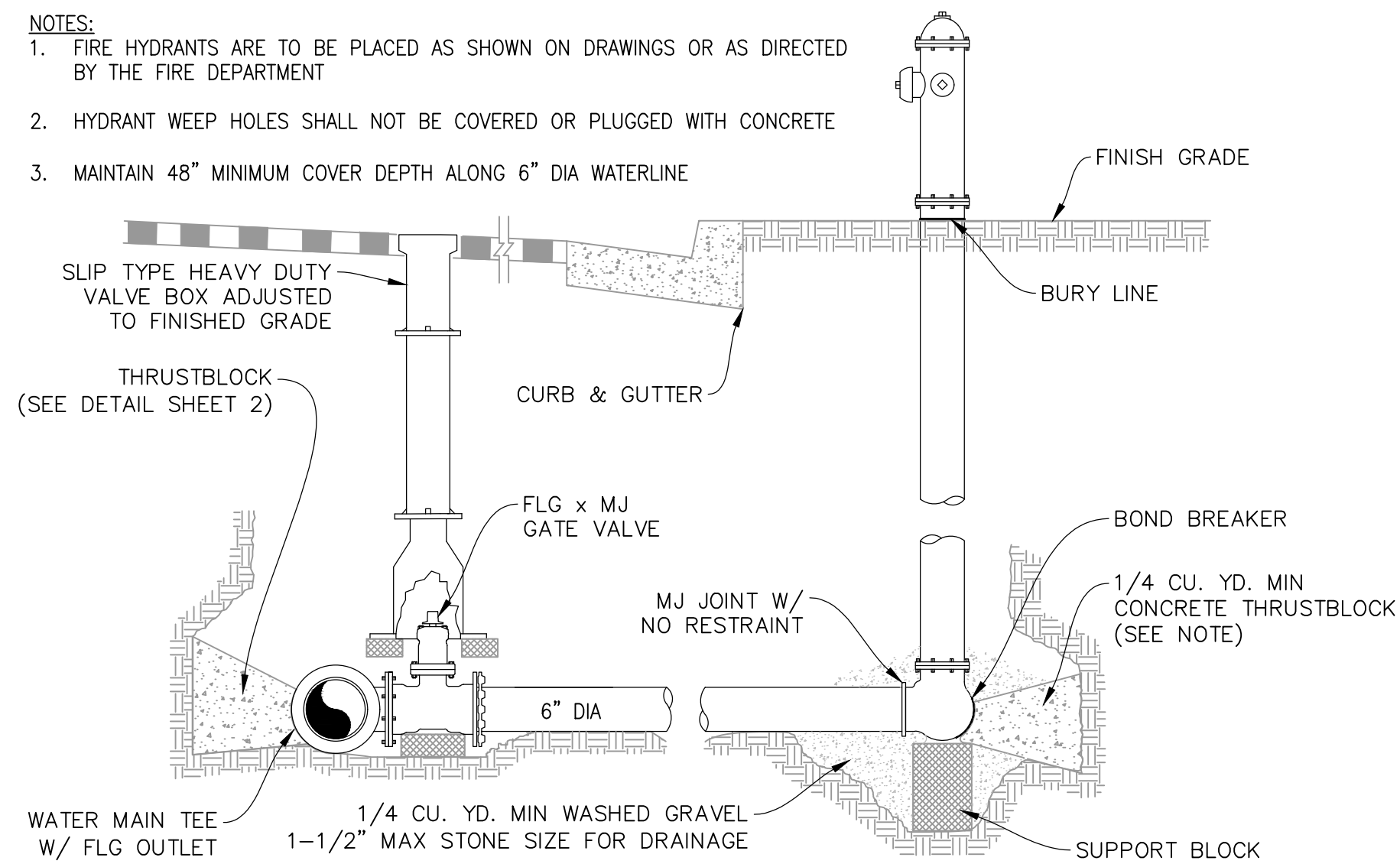


VALVE SECTION (1)  
SCALE: NTS

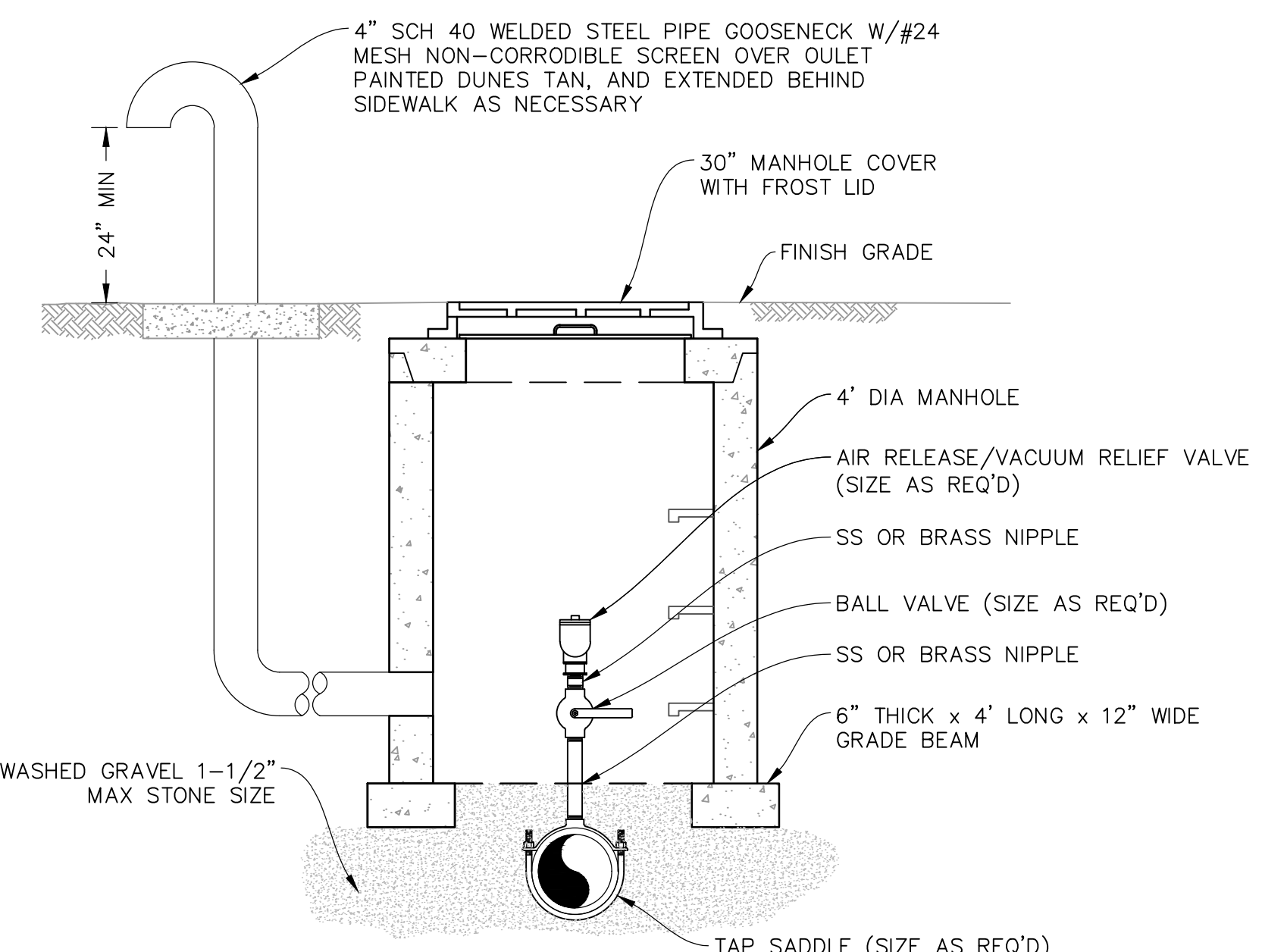


TYPE "B" BLOWOFF DETAIL (C)  
UTE WATER STANDARD DETAILS  
SCALE: NTS

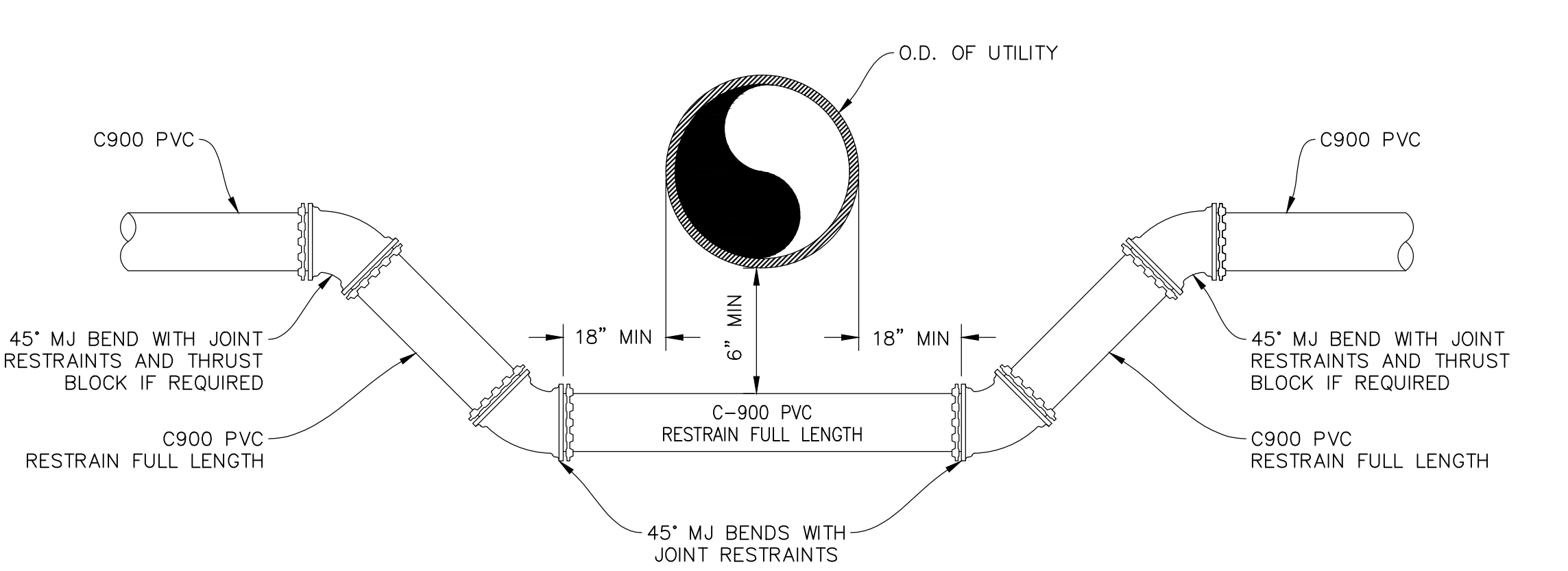
- NOTES:
- FIRE HYDRANTS ARE TO BE PLACED AS SHOWN ON DRAWINGS OR AS DIRECTED BY THE FIRE DEPARTMENT
  - HYDRANT WEEP HOLES SHALL NOT BE COVERED OR PLUGGED WITH CONCRETE
  - MAINTAIN 48" MINIMUM COVER DEPTH ALONG 6" DIA WATERLINE



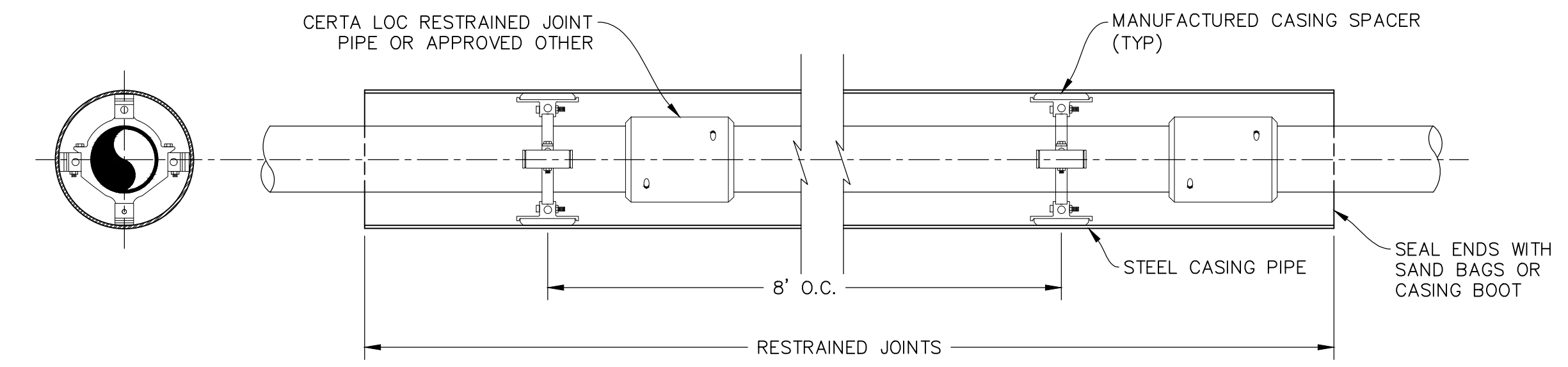
FIRE HYDRANT DETAIL (D)  
UTE WATER STANDARD DETAILS  
SCALE: NTS



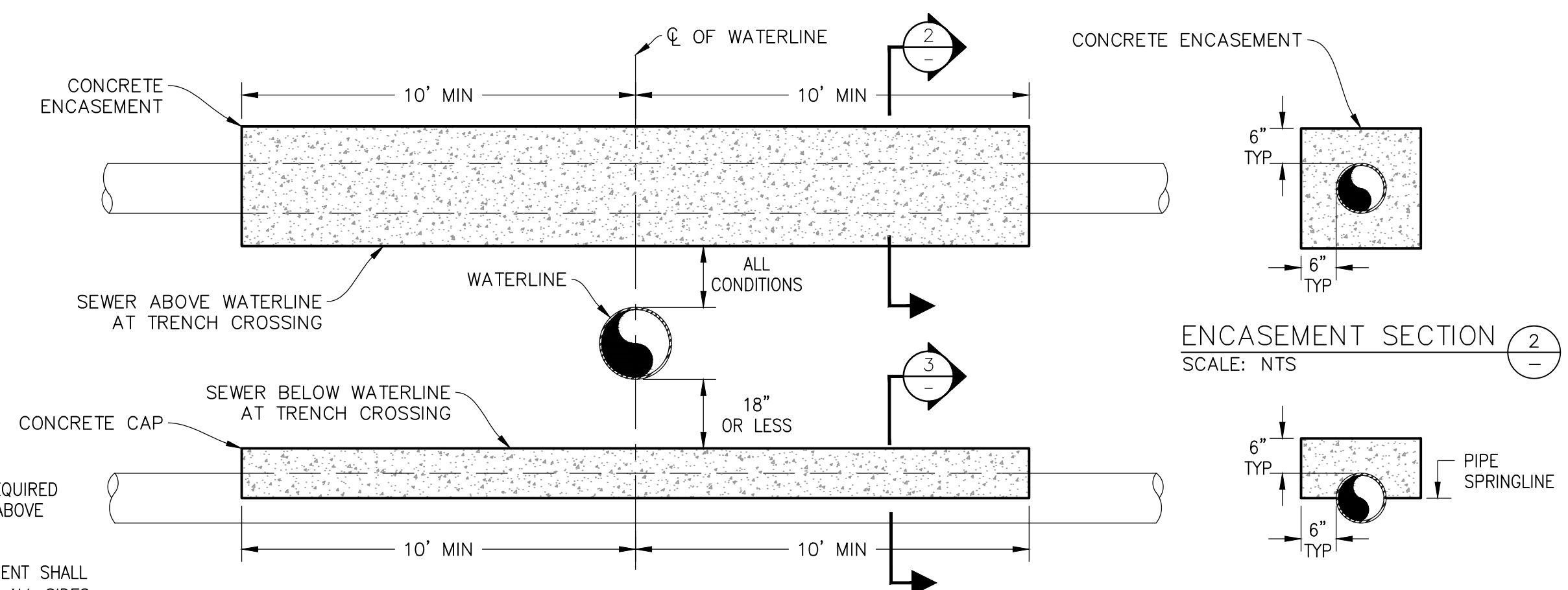
AIR RELEASE/VACUUM RELIEF DETAIL (E)  
UTE WATER STANDARD DETAILS  
SCALE: NTS



TRENCH CROSSING UNDER UTILITY (F)  
UTE WATER STANDARD DETAILS  
SCALE: NTS



PIPELINE ENCASEMENT DETAIL (G)  
UTE WATER STANDARD DETAILS  
SCALE: NTS



- NOTE:
- CONCRETE WITH FIBER MESH REQUIRED FOR SEWER LINE ENCASEMENT ABOVE WATER LINE
  - CONCRETE COLLAR OR ENCASEMENT SHALL BE A MINIMUM OF 6" THICK ON ALL SIDES OF SEWER LINE

TRENCH CROSSING OF SEWER (H)  
UTE WATER STANDARD DETAILS  
SCALE: NTS



AGENDA TOPIC: Request for extension, Brookwillow Village Planned Development, PP-2004-130.

ACTION REQUESTED: A request for a two year extension of the approved Preliminary Planned Development Plan to develop the final phase consisting of 5.1 acres in a Planned Development (PD) zone district.

<i>STAFF REPORT / BACKGROUND INFORMATION</i>			
Location:		Eastern end of Brookwillow Loop and 24 ¾ Road	
Applicants:		Darter, LLC c/o Darin Carei, owner; Atkins and Associates, representative	
Existing Land Use:		Vacant land	
Proposed Land Use:		PD (Planned Development)	
Surrounding Land Use:	North	Residential – Brookwillow Village	
	South	Vacant land – Future residential, Hall’s Estate	
	East	Vacant land – Future residential, Heritage Estates	
	West	Residential – Brookwillow Village	
Existing Zoning:		PD (Planned Development)	
Proposed Zoning:		PD (Planned Development)	
Surrounding Zoning:	North	PD (Planned Development)	
	South	R-8 (Residential – 8 du/ac)	
	East	R-8 (Residential – 8 du/ac)	
	West	PD (Planned Development)	
Future Land Use Designation:		Residential Medium High (8 – 16 du/ac)	
Zoning within density range?		X	Yes
			No

PROJECT DESCRIPTION: Brookwillow Village Planned Development consists of 30.032 acres with 277 dwelling units proposed to be developed in three phases. The applicants received Preliminary Subdivision Plan approval for the Planned Development in 2004. Phases 1 and 2 have been platted. The applicants request a two year extension of the approval for the final phase (5.1 acres) to be platted.

RECOMMENDATION: Recommend approval of a two year extension for the Brookwillow Village Planned Development Preliminary Plan.

## ANALYSIS:

### Background:

On January 20, 1999 the City Council passed Ordinance No. 3088 approving the rezone of the property located at 652 24 ½ Road from RSF-R to Planned Residential zoning district. The City Council also approved the Outline Development Plan for the property, known as the Hall Property. In June of 2004 the applicants submitted a Preliminary Development Plan for Brookwillow Village Planned Development, which changed the name from Hall's Estates to Brookwillow Village and amended Ordinance 3088, the ODP for the Hall property. A phasing schedule was provided and approved by the City Council in March of 2005. The anticipated completion dates were as follows: Phase 1, December of 2006; Phase 2, June of 2008; and Phase 3 by January 2010.

Construction began and the first phase of the project was platted. The economy started to flatten and the housing demand was slowing. The applicant requested that a revised phasing schedule be approved to accommodate the slow sales and the inability to complete the final plat for Phase 2. On August 26, 2008, the Planning Commission approved the requested extension. Phase 2 was extended to December 31, 2009 and Phase 3 to January 30, 2012. That request was prepared by the developer's attorney. The applicant himself requested an extension of Phases 3 and 4 (letter is attached). There was never a phase 4 planned, but the letter he submitted was confusing to that fact.

Phase 3 consists of 5.1 acres and will provide street connections to 24 ¾ Road, and half-street improvements to 24 ¾ Road including a detached sidewalk. This phase is will provide a mix of residential uses; condominiums, townhouses and attached single family units. Without the extension of the Planned Development the City may lose the housing type mix which was part of the community benefit of the PD. Private streets have already been approved within the development and by reverting back to an R-8 zone district these connections, open space and the detached walk along 24 ¾ Road may not come to fruition.

Completion of the development will meet Goal 3 of the Comprehensive Plan by encouraging ordered and balanced growth throughout the community; and Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages, as mentioned above.

A copy of the original staff reports (dated March 22, 2005 and August 26, 2008) along with the previous extension request are attached.

Per Section 21.02.070(u)(4) the applicant is requesting an extension, to be granted by the Planning Commission, for an additional two years in which to final plat the remainder of the Planned Development. If granted, this will extend the approval to January 30, 2014. If the request is not granted, the property will revert to the default zoning designation of R-8. As mentioned above possibly the loss of a mix of housing



types, detached sidewalk along 24 <sup>3</sup>/<sub>4</sub> Road and the remainder of the open space will not be provided.

#### FINDINGS OF FACT AND CONCLUSIONS:

After reviewing the request for a two-year extension of the approved Preliminary Development Plan for Brookwillow Village, PP-2004-130, the following findings of fact and conclusions have been determined:

1. The requested extension is consistent with the goals and policies of the Comprehensive Plan.
2. The request meets the requirements of Section 21.02.070(u)(4) of the Grand Junction Municipal Code.

#### STAFF RECOMMENDATION:

I recommend that the Planning Commission approve the request for a two-year extension for Brookwillow Village Preliminary Development Plan, file number PP-2004-130, with the findings of facts and conclusions listed above.

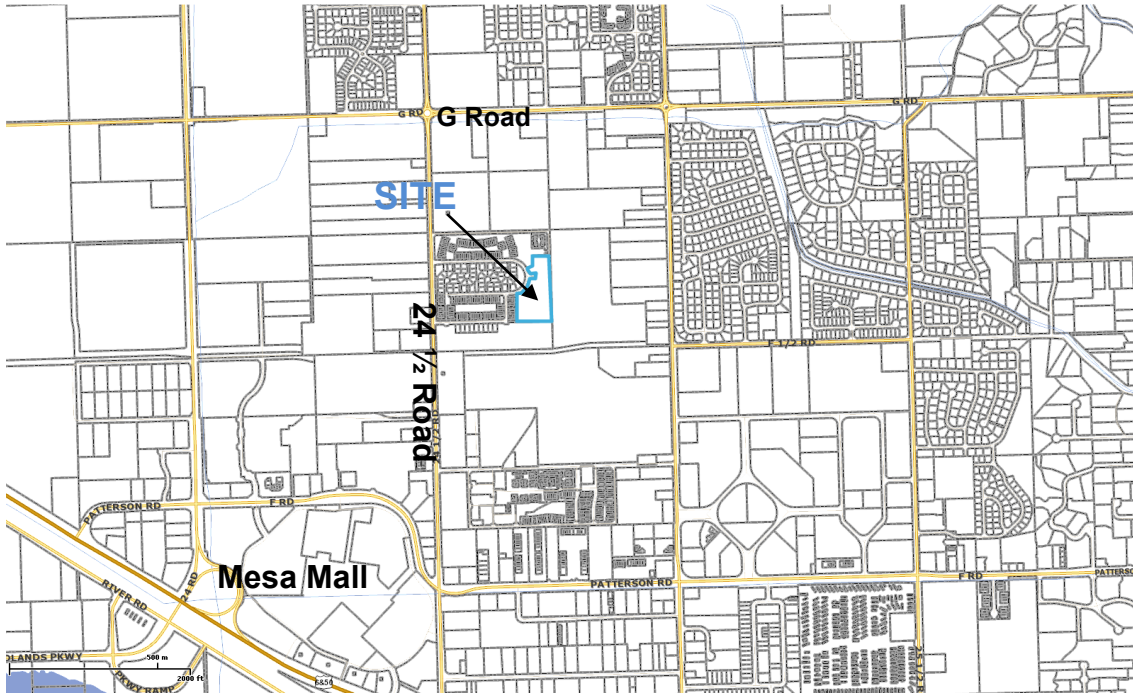
RECOMMENDED PLANNING COMMISSION MOTION: Mr. Chairman, on PP-2004-130, a request for a two year extension of the Preliminary Development, Planned Development Plan approval for Brookwillow Village, I move we approve the extension.

#### Attachments:

Site Location Map / Aerial Photo Map  
Comprehensive Plan Map / Existing City Zoning Map  
Blended Residential Map  
Extension Request Letter  
March 22, 2005 Staff Report  
August 26, 2008 Staff report  
Previous Extension Request Letters

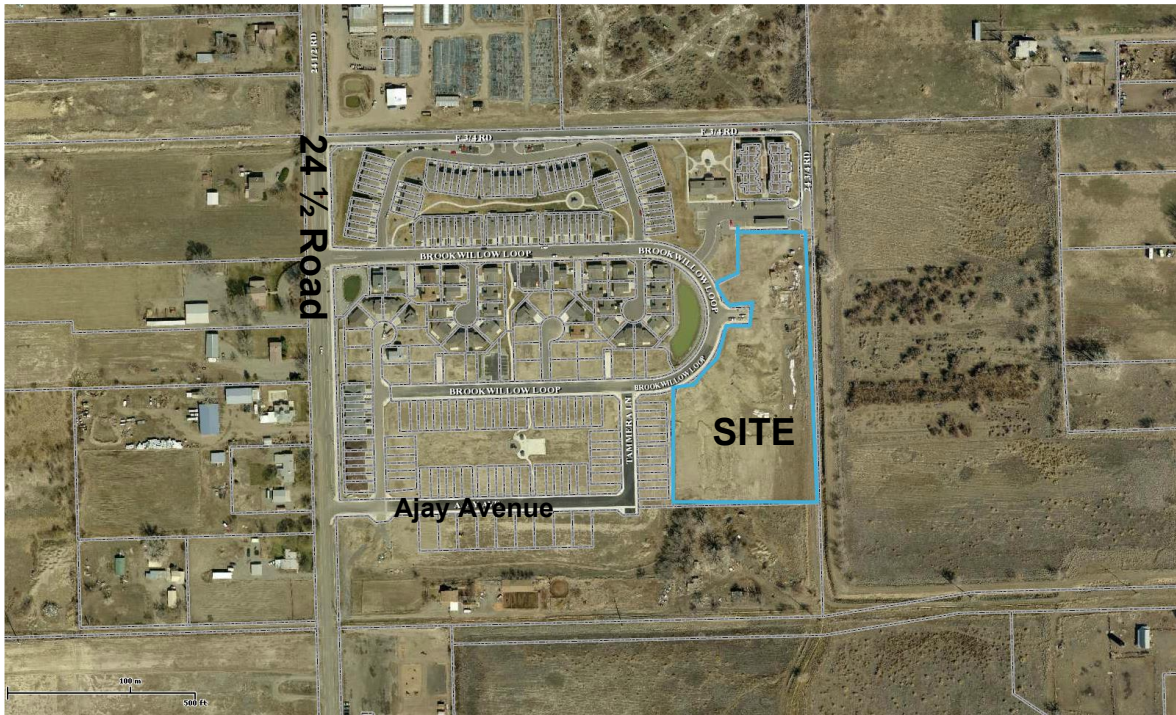
# Site Location Map

## Brookwillow Village Phase 3



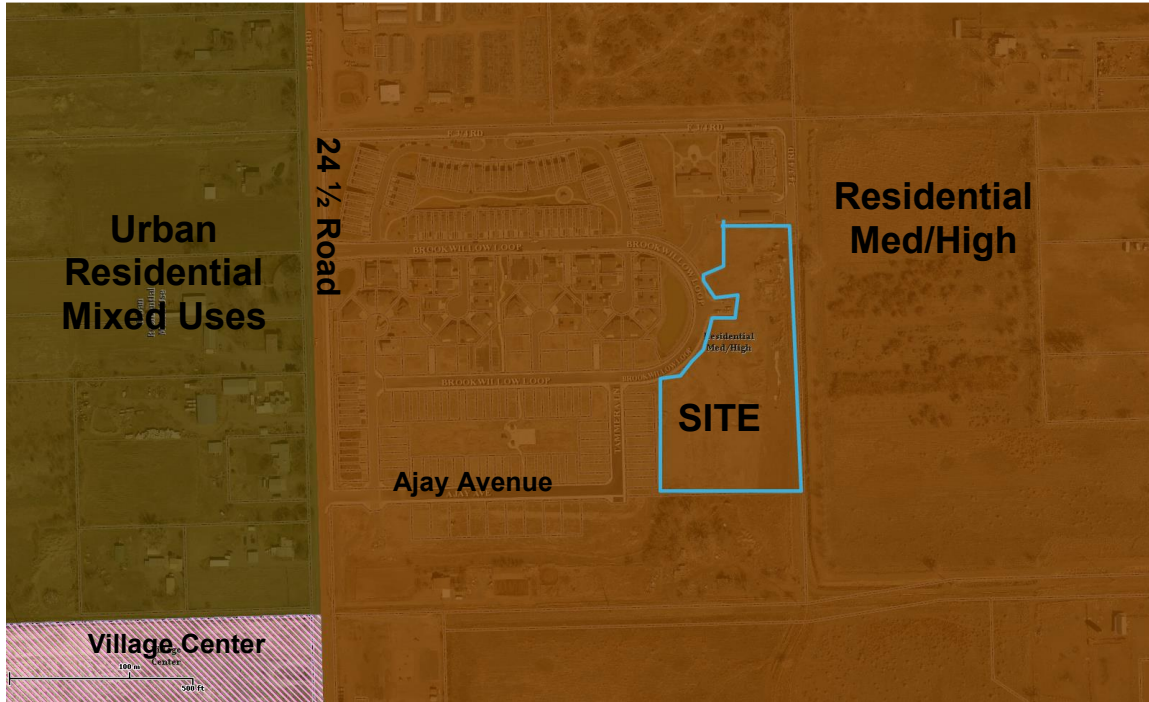
# Aerial Photo Map

## Brookwillow Village Phase 3



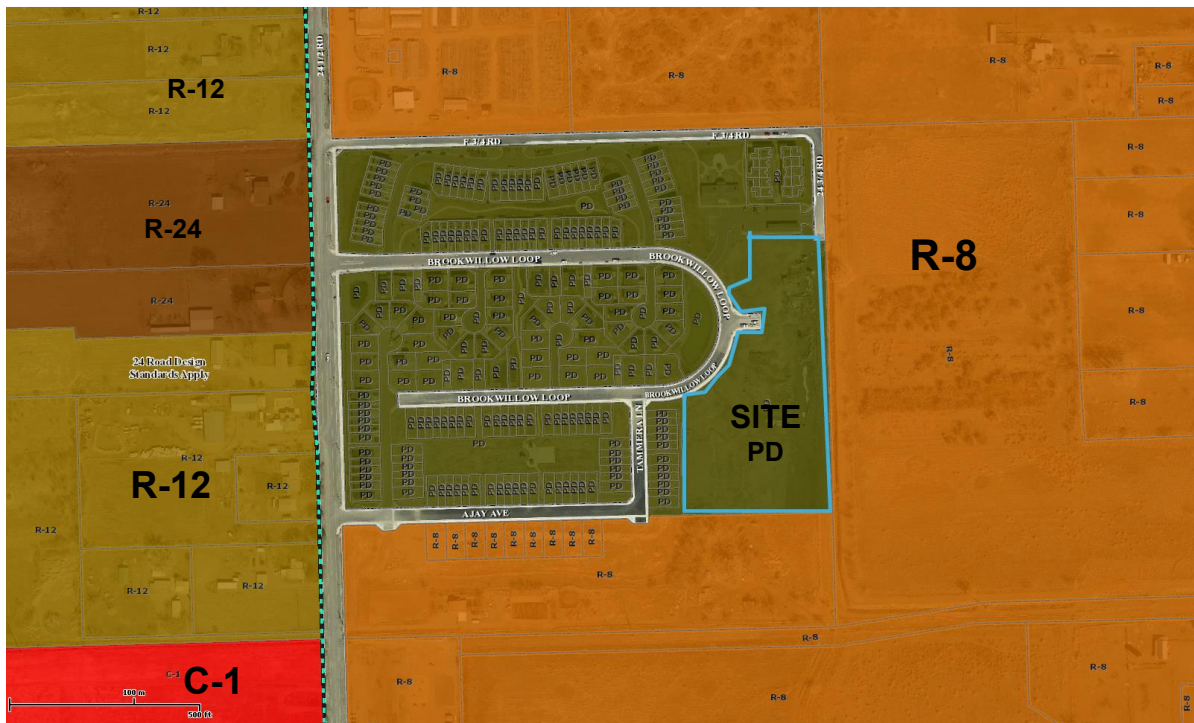
# Comprehensive Plan Map

## Brookwillow Village Phase 3



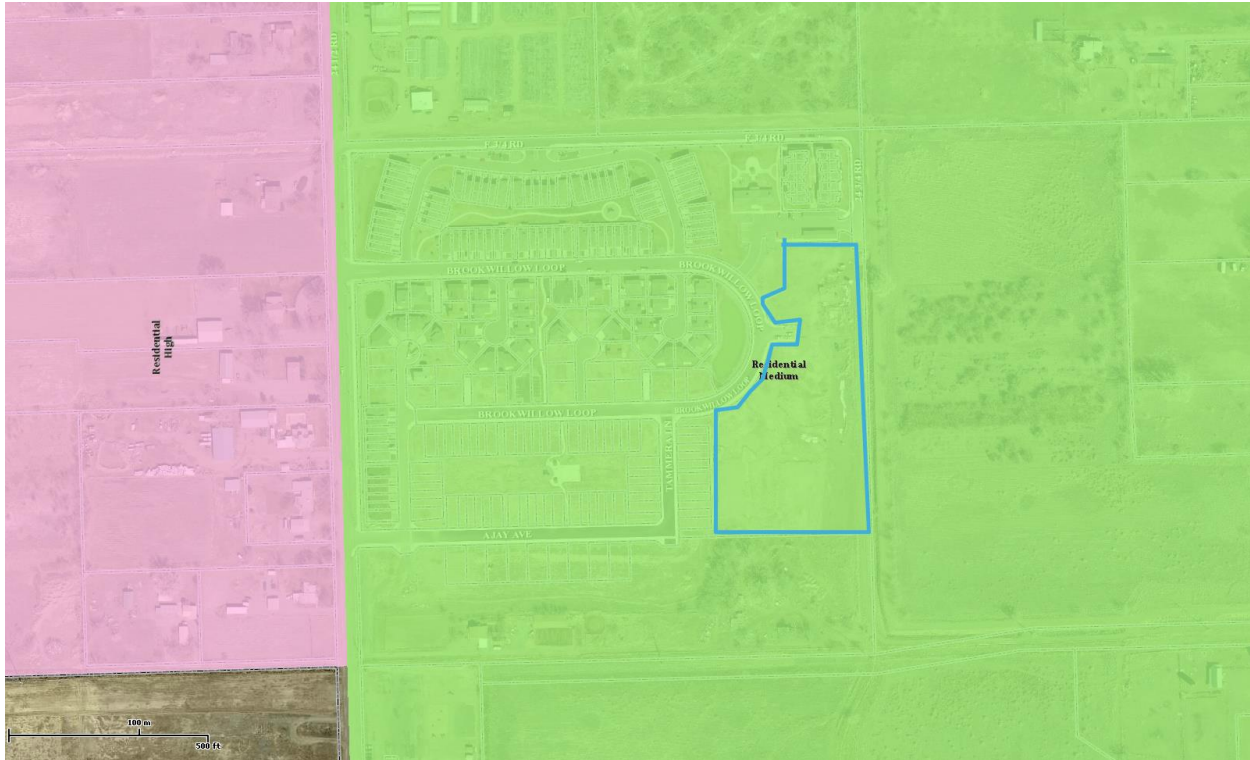
# Existing City Zoning Map

## Brookwillow Village Phase 3



# Blended Residential Map

## Brookwillow Village Phase 3





January 3, 2012

Mrs. Lori V. Bowers  
Senior Planner  
Public Works, Planning Division  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**Re: Brookwillow Village Planned Development**

Dear Mrs. Bowers:

I received your email notification for deadline for final platting of Brookwillow Village Planned Development. We understand that the development as planned will expire on January 31, 2012 if not platted by that time and all unplatted areas will revert back to its underlying zoning of R-8.

Under the direction of the developer/owner, I request that the deadline for final platting of Brookwillow Village Planned Development be extended for two (2) years. I make the request due to the size of the remaining undeveloped property with respect to the existing slow housing market. At this point with less than a month remaining, it would be impossible to obtain final plat approval for the remainder of the project. A two-year extension period will allow the developer to wait for a more favorable demand for housing as well as pursue strategies that fit better with the current housing demand.

Should you have any questions about this matter or are in need of additional information, please contact me.

Respectfully submitted,

Samuel L. Atkins, P.E.

Cc: Darter LLC  
Darin Carei

AGENDA TOPIC: Brookwillow Village Planned Development

ACTION REQUESTED: Approve the Brookwillow Village Planned Development Preliminary Development Plan and recommend an amendment on the old PD Ordinance to City Council.

BACKGROUND INFORMATION			
Location:		650 24 ½ Road	
Applicants:		Halls Partnership LLC, owner; Grace Homes, developer; Marc Maurer, representative	
Existing Land Use:		Vacant land	
Proposed Land Use:		Planned Residential Subdivision	
Surrounding Land Use:	North	Valley Grown Nursery	
	South	<b>Undeveloped land</b>	
	East	<b>Vacant land</b>	
	West	<b>Existing residential with vacant land</b>	
Existing Zoning:		PD 11.7	
Proposed Zoning:		PD 9.7	
Surrounding Zoning:	North	RMF-8	
	South	RMF-8	
	East	RMF-8	
	West	RMF-12	
Growth Plan Designation:		Residential Medium High – 8 to 12 Du/Ac	
Zoning within density range?		X	Yes
			No

PROJECT DESCRIPTION: The property is 30.032 acres in size and is located about one mile north of Mesa Mall. It is zoned PD 11.7 under a currently lapsed ODP, known as the Hall Property and ordinance No. 3088.

RECOMMENDATION: Recommendation to City Council for approval of the private streets shown in the preliminary plan for Brookwillow Village, and amending Zoning Ordinance No. 3088.

## ANALYSIS:

### 1. Background:

In December of 1998, the Outline Development Plan with an overall design density of 11.7 dwelling units per acre, (with the condition that ultimate build-out of the Hall ODP would not be less than 8 dwelling units per acre) was approved by the Planning Commission. The City Council also approved Ordinance No. 3088 approving the rezone of the property from RSF-R to the Planned Residential zoning district. On January 18, 2000 a request for approval of a 2-year extension for the deadline to submit a Preliminary Plan for the Hall Property ODP was approved. The extension request allowed for a submittal of a Preliminary Plan no later than January 20, 2002. The property then changed ownership and the new owner requested additional time to study and prepare a plan for the newly-acquired property. An 18-month extension to submit a Preliminary Plan was granted. A Preliminary Plan was due by July 20, 2003 with the conditions as presented originally. In June of 2004 the applicants submitted the proposed plan. With the Planning Commission's recommendation, accompanying this plan will be an amended zoning ordinance for City Council's approval. The current zoning map for the City of Grand Junction shows the property to still be zoned PD.

### 2. Consistency with the Growth Plan:

The Growth Plan shows this area as residential medium high development with a density range from 8 to 12 units per acre. This project is consistent with that designation. The applicants propose a density of 9.7 dwelling units per acre.

### 3. Section 2.12.C.2 of the Zoning and Development Code:

Requests for a Planned Development Preliminary Development Plan must demonstrate conformance with all of the following:

- a) The Outline Development Plan review criteria in Section 2.12.B of the Zoning and Development Code.
  - 1) The Growth Plan, Major street plan and other adopted plans and policies.

Brookwillow Village implements the goals and objectives of each of the various plans by designing a cohesive neighborhood in an area identified by the Growth Plan for multifamily projects with a density between 8.0 and 11.0 units per acre. A previous submission (RZO-1998-192, Hall Property) had an approved ODP with a density of 11.7 units per acre but no site plan was ever approved and the ODP has since lapsed. Now under new ownership, this new proposal reduces the density thereby freeing up more usable open space and still meets the required intents of the various City plan and policies and the density objective profiled in the Growth Plan.

- 2) The rezoning criteria provided in Section 2.6 of the Zoning and Development Code.

- a. The existing zoning was in error at the time of adoption.

There was no error in the zoning at the time of adoption. A rezone request to provide 9.2 dwelling units per acre versus the established 11.7 dwelling units per acre is required with this application.

- b. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transition, etc.

There has been a change in character in the area due to new growth trends and development transitions in the area. The proposed rezone is compatible with the surrounding uses since this site is on the periphery of the rapidly-developing 25 ½ Road corridor to the east, complemented by new commercial development on the north side of Patterson between 24 and 25 ½ Roads and near the recent addition of a new church on the corner of 24 ½ Road and G Road with Spanish Trails Subdivision just west of the church on G Road.

- c. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

The proposed rezone should be compatible with the future redevelopment of this area. The proposed plan has addressed the street network, extra parking has been provided, storm water and drainage issues have been reviewed as well as lighting.

- d. The proposed rezone to PD 9.2 is within the allowable density range recommended by the Growth Plan. This criterion must be considered in conjunction with criterion e which requires that public facilities and services are available when the impacts of any proposed development are realized.

Staff has determined that public infrastructure can address the impacts of any development consistent with the PD zone district, therefore this criterion is met.

- e. The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code and other City regulations and guidelines.

It does conform with the Growth Plan and other City regulations and guidelines.

- f. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development.



Adequate public facilities are currently available or will be made available and can address the impacts of development consistent with the PD zone district.

- g. There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.

The zoning map has shown this area to be zoned PD since 1998, and it is consistent with adjacent zoning on other properties.

- h. The community or neighborhood will benefit from the proposed zone.

The proposed PD zone will benefit the community by providing more efficient infrastructure and provide future interconnectivity for the developing neighborhood.

- 3) The planned development requirements of Chapter Five of the Zoning and Development Code.

The application has been developed in conformance with the purpose of Chapter Five of the Zoning and Development Code by providing more effective infrastructure; a greater quality and quantity of public and private open space; other recreational amenities; and a needed housing type and/or mix.

- 4) Section 5.4.F. Development standards.

Planned developments shall minimally comply with the development standards of the default zone. In this case the default zone would be RMF-8.

- 1. Setback standards are provided on the plans for the different pods of development. They are consistent with or greater than the RMF-8 zoning district.
- 2. Open space for this project equals 12.6 acres disbursed across the 30 acre site. The required amount based on 200 SF per bedroom for the multi-family area equals 3.27 acres.
- 3. Fencing and screening is deviant of the Code for the western boundary of the site. 24 ½ Road requires that a 14-foot landscape buffer with perimeter fence be required if this were a straight zone. The intent of this project is to not create an enclave but rather provide for an open and accessible network of open spaces without fence barriers at the periphery of the site. Screening shall consist of 2 to 3 foot berms that undulate in height and planted with landscape materials for the desired screening effect. The applicant requests a minimum of 10 landscape easement along 24 ½ Road. Fencing for the community recreation area and single family detached zone shall not be greater than

4 feet tall and shall be visually transparent such as pickets; chain link fencing will not be allowed. Screening for patios, etc. may be 4-foot tall or privacy walls designed to match the surrounding architecture. Refuse enclosures shall be completely screened from view with a six foot screen fencing or other architecturally designed enclosure.

4. This project will set the tone for compatibility with the neighborhood since this is the first of this type of development in this immediate area.

5. Landscaping shall conform to applicable requirements, such as parking lot landscaping and buffer areas. Entry feature signage will be provided to identify the neighborhood complex. Landscape with special planting will provide a backdrop to the signage. Signage shall comply with the Code requirements.

6. Parking is provided in excess of the Code requirements. 1.8 spaces are required per condominium unit (90 units = 162 spaces). Townhouse units (143 units = 258 spaces). Single family attached and detached (59 units = 118 spaces). An additional 117 parking spaces are available for guest parking, as there are places where no parking is allowed on the private street sections.

7. Street development standards were reviewed per TEDS. There are private streets and drives. Private streets need a recommendation from the Planning Commission to City Council for approval within this project. Pedestrian safe movement from the parking areas to the buildings and the centralized mailbox areas is provided. The Primary access from 24 ½ Road will have a boulevard entrance. A secondary access is also proposed for 24 ½ Road to the far south end of the property. This entrance will be shared when the property to the south redevelops. Half road Urban Collector Street improvements will be installed along the north boundary of the site (F ¾ Road alignment) also along the east boundary of the site (24 ¾ Road alignment). Secondary access to the dwelling units is provided using private streets. The single family detached units will be accessed with private streets terminating in cul-de-sacs sized to meet the City standards for Public Works and the Fire Department.

#### G. Deviation from Development Default Standards:

The Planning Commission may recommend that the City Council deviate from the default district standards subject to the provision of any of the community amenities listed below. In order for the Planning Commission to recommend and the City Council to approve deviation the listed amenities to be provided shall be in excess of what would otherwise be required by the Code, and in addition to any community benefits provided pursuant to Density bonus provisions in Chapter Three. These amenities include:

1. Transportation amenities including but not limited to, trails other than required by the multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelters;

The applicants feel they have provided a pedestrian oriented village concept to enhance the resident's sense of well being, develop a unique neighborhood character and to provide meaning and value both for now and for years to come.

2. Open space, agricultural land reservation or land dedication of 20% or greater;

The overall open space for this project totals 42% of the site.

3. Community facilities for provision of public services beyond those required for development within the PD;

The applicants state that they are providing pocket parks with active and passive areas. Gazebos and picnic areas, tot-lots and a pet park are also proposed.

4. The provision of affordable housing for moderate, low and very low income households pursuant to HUD definitions for no less than twenty (20) years; and

The applicants feel that by providing a mix of housing types, in close proximity to work and shopping areas, recreation amenities on site and using low volume plumbing fixtures to minimize sewage demands the project will be more affordable.

5. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

Other proposed amenities, but not required by the Code are: Gazebos, picnic areas, tot lots, pet park with appropriate amenities.

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

A Phasing Schedule has been provided. Phase 1, is 98 units consisting of 20 single-family, 68 townhouses and 10 condominiums. Phase 2, totals 114 units consisting of 30 single-family units, 64 townhomes and 20 condominium units. Phase 3 totals 80 units, consisting of 9 single-family units, 11 townhomes and 60 condominium units. Anticipated completion dates are as follows: Phase 1, December of 2006; Phase 2, June of 2008; and Phase 3 by January 2010.

6) The property is at least twenty (20) acres in size.

The property is slightly over 30 acres in size and meets this requirement.

1. The applicable preliminary plat criteria in Section 2.8.B of the Zoning and Development Code have been met.
2. The applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code.
3. The approved ODP, if applicable. In this case the ODP has expired.
4. The approved PD rezoning ordinance, if adopted with an ODP. In this case the Ordinance is being amended.
5. An appropriate, specific density for all areas included in the preliminary plan approval has been provided.
6. The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP. This site is just over 30 acres in size.

#### FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Brookwillow Village application, PP-2004-130 for a Planned Development, Preliminary Development Plan, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The requested Planned Development amendment and the Preliminary Development Plan are consistent with the Growth Plan.
2. The review criteria in Section 2.12.C.2 of the Zoning and Development Code have all been met.
3. The review criteria in Section 2.8.B of the Zoning and Development Code have all been met.
4. The review criteria in Section 2.2.D.4 of the Zoning and Development Code have all been met.

#### STAFF RECOMMENDATION:

- 1) Staff recommends that the Planning Commission forward a recommendation of approval of the requested Brookwillow Village Planned Development, Preliminary Development Plan, file number PP-2004-130 to the City Council with the findings and conclusions listed above.
- 2) Staff recommends that the Planning Commission forward a recommendation of approval to the City Council amending Zoning Ordinance No. 3088.

RECOMMENDED PLANNING COMMISSION MOTION:

1) Mr. Chairman, on item number PP-2004-130, the request for Preliminary Plan approval for the Brookwillow Village Planned Development private streets, I move that the Planning Commission make the findings of fact and conclusions listed in the staff report and approve the Preliminary Plan.

2) Mr. Chairman, on item number PP-2004-046, the request to amend the PD Zoning Ordinance 3088, I move that the Planning Commission recommend approval to the City Council with the findings of fact and conclusions listed in the staff report.

Attachments:

Vicinity Map

Aerial Photo

Growth Plan Map

Zoning Map

Planned Development Rezone Ordinance

Outline Development Plan

Only Planned Development Rezone Ordinance is attached

CITY OF GRAND JUNCTION, COLORADO

Ordinance No. \_\_\_\_

AMENDING ORDINANCE NO. 3088

ZONING A PARCEL OF LAND AT 625 24 ½ ROAD

Recitals.

A rezone from Planned Residential 11.7 units per acre (PR-11.7) to Planned Development 9.7 units per acre (PD 9.7) has been requested for the property located at 625 24 ½ Road, previously known as the Hall property, now to be known as Brookwillow Village, for purposes of developing a residential project of mixed housing types on 30.032 acres, as follows: 59 single family attached and detached; 143 townhouses; and 90 condominium units, for a total of 292 dwelling units. The City Council finds that the request meets the goals and policies and future land use set forth by the Growth Plan (8 to 12 units per acre). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its March 22, 2005 hearing, recommended approval of the rezone request from PR -11.7 to PD 9.7 and approval of the Preliminary Planned Development (PD) for Brookwillow Village.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED PLANNED DEVELOPMENT 9.7 UNITS PER ACRE (PD 9.7):

Lot 2, Hall Minor Subdivision

- 1) The uses allowed for this zone and property shall be single family attached and detached, townhomes and condominiums.
- 2) The underlying zoning is RMF-8.
- 3) The development will contain at a minimum a community clubhouse for meetings, gatherings and special events; three tot-lots, pet park with appropriate waste disposal, gazebos, picnic areas, two half-court basketball courts, sand volleyball court and a pedestrian pathway system.
- 4) The ordinance further allows for public and private streets. Public Streets 44 feet of Right-of-way with a 28 foot asphalt mat, with detached sidewalk. Private streets to be 22 feet wide with a Cul-de-sac. All street crossings to be marked for safe pedestrian crossing.
- 5) The ordinance allows for a deviation from the required subdivision perimeter fencing by providing an undulating berm with landscaping, 2 to 3 feet tall.
- 6) Buffering and setbacks are as follows, and as provided in the project narrative and concept drawings dated March 10, 2005:
  - Along 24 ½ Road, Single-family detached areas require a minimum 25 foot landscape buffer strip along the entire 24 ½ Road section. Front setback is 20 feet, side setback is 5 feet and rear setback is 15 feet.
  - Townhouse areas require a minimum 10 landscaping easement along the entire street section. Front setback is 20 feet, Side setbacks are 10 between units and the rear setback is a minimum 10 feet from the landscape easement.
  - Along 24 ¾ Road, the condominium area requires a 10 foot landscape buffer strip along the entire 24 ¾ Road section and a setback of 25 feet from the road.
  - Detached sidewalk shall be installed for the subdivision along 24 ½ Road. A TCP (Transportation Capacity Payment) credit will be allowed for the installation of the sidewalk.

INTRODUCED on first reading on the 6<sup>th</sup> day of April, 2005 and ordered published.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

AGENDA TOPIC: Brookwillow Village Planned Development; PP-2004-130.

ACTION REQUESTED: Modify the phasing schedule of Brookwillow Village Planned Development Preliminary Development Plan.

BACKGROUND INFORMATION			
Location:		650 24 ½ Road	
Applicants:		Darter, LLC – owner and developer; Terry Lawrence - representative	
Existing Land Use:		Vacant land	
Proposed Land Use:		Planned Residential Subdivision	
Surrounding Land Use:	North	Valley Grown Nursery & vacant land	
	South	<b>Undeveloped land</b>	
	East	<b>Vacant land</b>	
	West	<b>Existing residential with vacant land</b>	
Existing Zoning:		PD (Planned Development - 9.7 units per acre)	
Proposed Zoning:		PD (Planned Development - 9.7 units per acre)	
Surrounding Zoning:	North	R-8 (Residential – 8 units per acre)	
	South	R-8 (Residential – 8 units per acre)	
	East	R-8 (Residential – 8 units per acre)	
	West	R-12 (Residential – 12 units per acre)	
Growth Plan Designation:		Residential Medium High – 8 to 12 Du/Ac	
Zoning within density range?		X	Yes
			No

PROJECT DESCRIPTION: The property is approved for 277 dwelling units on 30.032 acres. It is zoned PD (Planned Development) with an overall density 9.7 dwelling units per acre. Filing One, has been constructed and Filing Two has recently been recorded, but the construction may not be completed this year. The applicant's request is to modify the approved Phasing Schedule for completion of Phases Two and Three.

RECOMMENDATION: Approve the modified Phasing Schedule for completion of Brookwillow Village Planned Development.

## ANALYSIS:

### 1. Background:

In June of 2004 the applicants submitted a Preliminary Development Plan for Brookwillow Village Planned Development. At that time a phasing schedule was provided and a recommendation to City Council of approval was forwarded by the Planning Commission in March of 2005. The anticipated completion dates were as follows: Phase 1, December of 2006; Phase 2, June of 2008; and Phase 3 by January 2010.

The applicants requested assistance in modifying their phasing schedule for completion on April 15, 2008. We have also received a letter stating their "good cause" per Section 2.8.E.4. Per Section 2.12.G, if a Planned Development, or any portion thereof, has not been completed in accordance with the approved development schedule, a "lapse" shall have occurred and the terms of all approved plans for incomplete portions of the PD shall be null and void. This plan has not yet lapsed and Section 2.8.E.4 now applies; if the applicant does not complete all steps in preparation for recording a final plat within one (1) year of approval of the preliminary subdivision plan, the plat shall require another review and processing as per Section 2.8 and shall then meet all the required current Code and regulations at that time. One (1) extension of six (6) months may be granted by the Director for good cause. Any additional extensions must be granted by the Planning Commission. The Planning Commission must find good cause for granting the extension.

The applicant's letters, which are attached, state that both national and local credit markets have changed dramatically since the first phasing schedule was adopted. They further state that there has been a significant slowing down on all levels of the housing market. While the local market has not been completely "flat" it has slowed due to the inability of some prospective new buyers to obtain loans has diminished. As a result, the developer has had to slow down due to a greater inventory on hand as absorption rates have slowed.

The developer now proposes the following completion schedule:

- Phase 3, to December 31, 2009
- Phase 4, to January 30, 2012

## FINDINGS OF FACT/CONCLUSIONS:

After reviewing the request to modify the phasing schedule for the completion of Brookwillow Village Planned Development, PP-2004-130, I make the following findings of fact and conclusions:



1. The request is in compliance with Section 2.8.E.4 of the Zoning and Development Code.

**PLANNING RECOMMENDATION:**

I recommend that the Planning Commission approve the modified phasing schedule and the recording of the final plats for Brookwillow Village Planned Development, PP-2004-130, until December 31, 2009 for Phase 2; and January 30, 2012 for Phase 3, with the findings and conclusions listed above.

**RECOMMENDED PLANNING COMMISSION MOTION:**

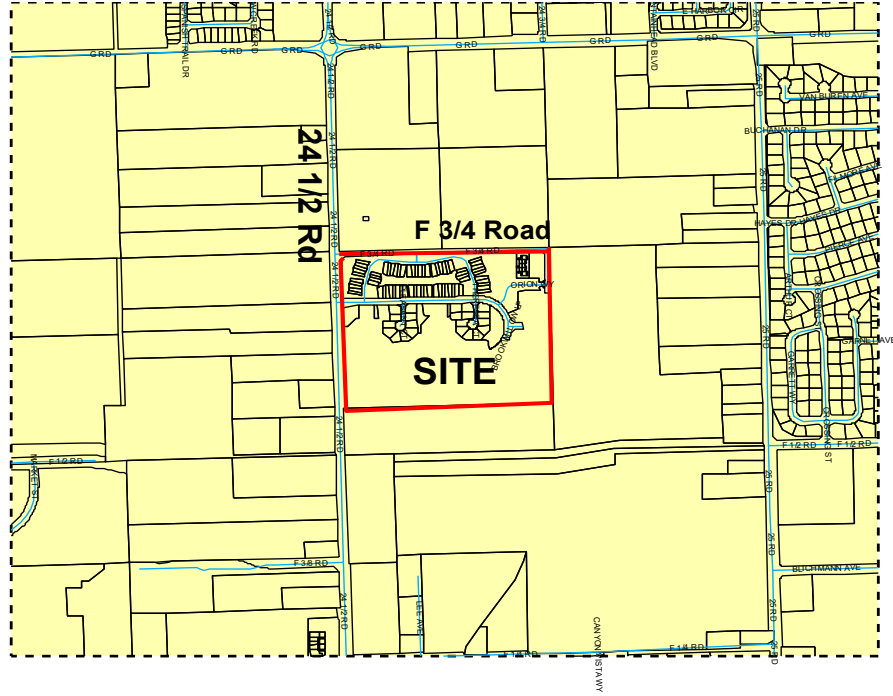
Mr. Chairman, I move that the Planning Commission approve the request for modifying the phasing schedule and the recording of the final plats for Brookwillow Village Planned Development, PP-2004-130, until December 31, 2009 for Phase 2; and January 30, 2012 for Phase 3, with the findings as listed in the Staff Report.

**Attachments:**

Site Location Map / Aerial Photo Map  
Future Land Use Map / Existing City and County Zoning Map  
Letter from applicant's attorney  
Letter from the applicant

# Site Location Map

City Limits Figure 1



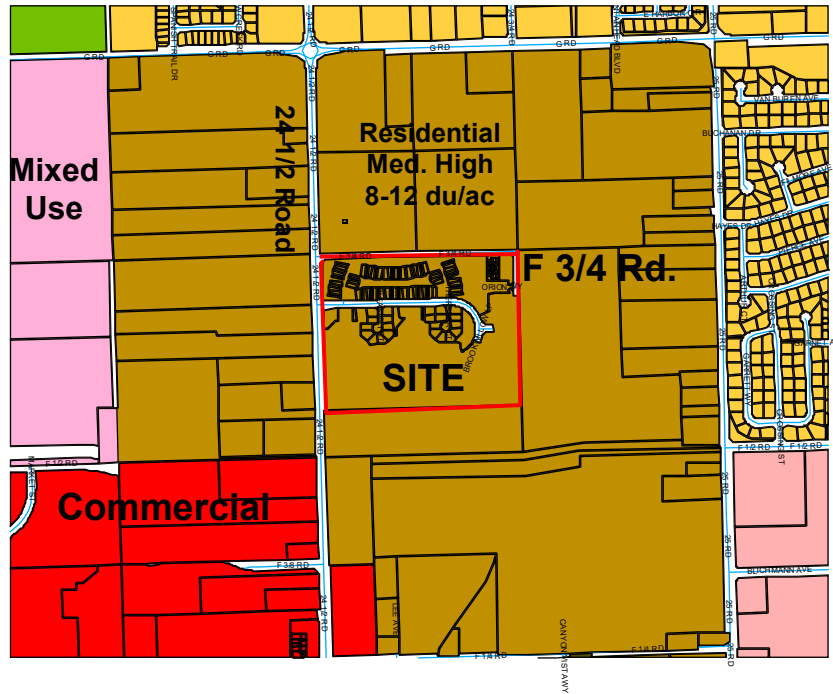
# Aerial Photo Map

City Limits Figure 2



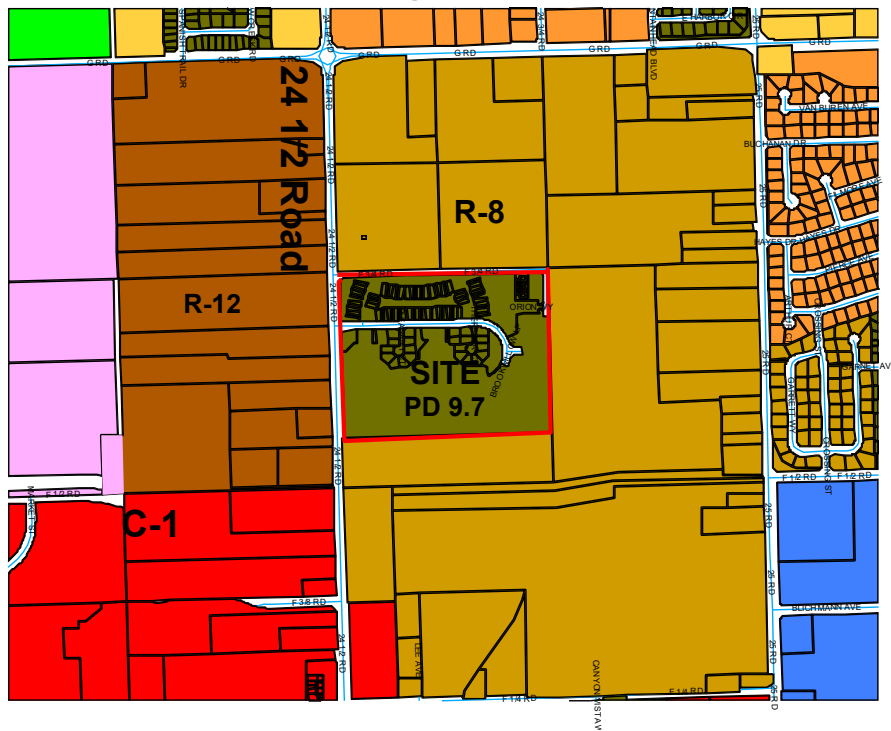
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



**COLEMAN WILLIAMS & WILSON**  
**ATTORNEYS AT LAW**

2434 Patterson Road, Suite 210  
Grand Junction, CO 81505

Telephone  
(970) 242-3311  
Facsimile  
(970) 242-1893

Joseph Coleman  
Dan E. Wilson

Whitman Robinson

April 15, 2008

Lori V. Bowers  
Planning Department  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**Re: Brookwillow Village**

Dear Lori,

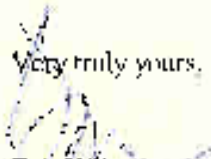
We ask for your assistance in modifying the schedule of completion of the Brookwillow Village project and the phases that were previously approved. To assist, I enclose a copy of the existing phases/schedule recently supplied to me by Jamie Beard. We propose:

(a) A phasing schedule for Phase I totaling 110 units consisting of 22 single-family units, 68 townhomes and 20 condominium units. Phase II will total 112 units consisting of 31 single-family units, 81 townhomes and 0 condominium units. Phase III will total 70 units consisting of 0 single-family units, 0 townhomes and 70 condominium units.

(b) Anticipated completion dates are as follows: Phase II, December 31, 2009 and Phase III by January 1, 2012.

Please let me know if we need to provide additional information to obtain this extension request.

Very truly yours,

  
Dan Wilson

DW:qj]

Cc. Grace Homes Real Estate and Construction, Inc.  
(Terry Lawrence, Doyle Koehn, Elizabeth Barcla)

July 17, 2008

Lori Bowers  
Senior Planner  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

Re: Brookwillow Village

Dear Lori,

I am writing to provide “good cause” for our request to extend the deadlines for filing the plats for the Brookwillow Village phases.

As you know, we had originally planned to begin construction on Phase II in June of 2008. As I’m sure you are also well aware of, both national and local credit markets (i.e., construction lending practices) have changed dramatically since we proposed this phasing schedule. What this means for our company is that we must work harder to find appropriate construction loans, and it takes longer to put them into place. As I am sure you will appreciate, the nature of the business is such that we must have a loan commitment in place before we can justify the time and expense of completing the platting process.

And, the national economic situation is not just affecting construction lending: Many potential buyers are finding it much more difficult to qualify for a purchase loan, which for many of our buyers will be their first home purchase. Many others who are interested in purchasing our homes find that they cannot sell their existing home and cannot buy one of our lots or homes until they do so.

While the local markets are not completely ‘flat,’ unlike some areas of the country, there has been a significant slowing down in all levels of the Western Slope’s new housing purchases, again due to national and Rocky Mountain regional market changes. While our market niche is doing better than others, Grace Homes has seen a substantial drop in the ability of prospective new buyers to obtain purchase loans, which means our inventory is larger than we projected when the phasing schedule was approved by the City.

As a result, Grace Homes has had no choice but to slow down due to greater inventory in hand than was projected and the reduced absorption rates for lots and home sales.

Therefore, due to all of these factors (which are completely beyond our control and which we hope you agree constitute ‘good cause,’) we ask that the City revise the phasing schedule for the remaining of Brookwillow Village as follows:

<u>Phases</u>	<u>Complete Construction</u>
Phase #3	December 31, 2009
Phase #4	January 30, 2012

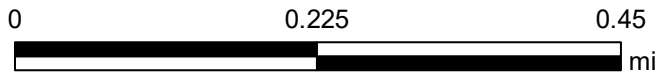
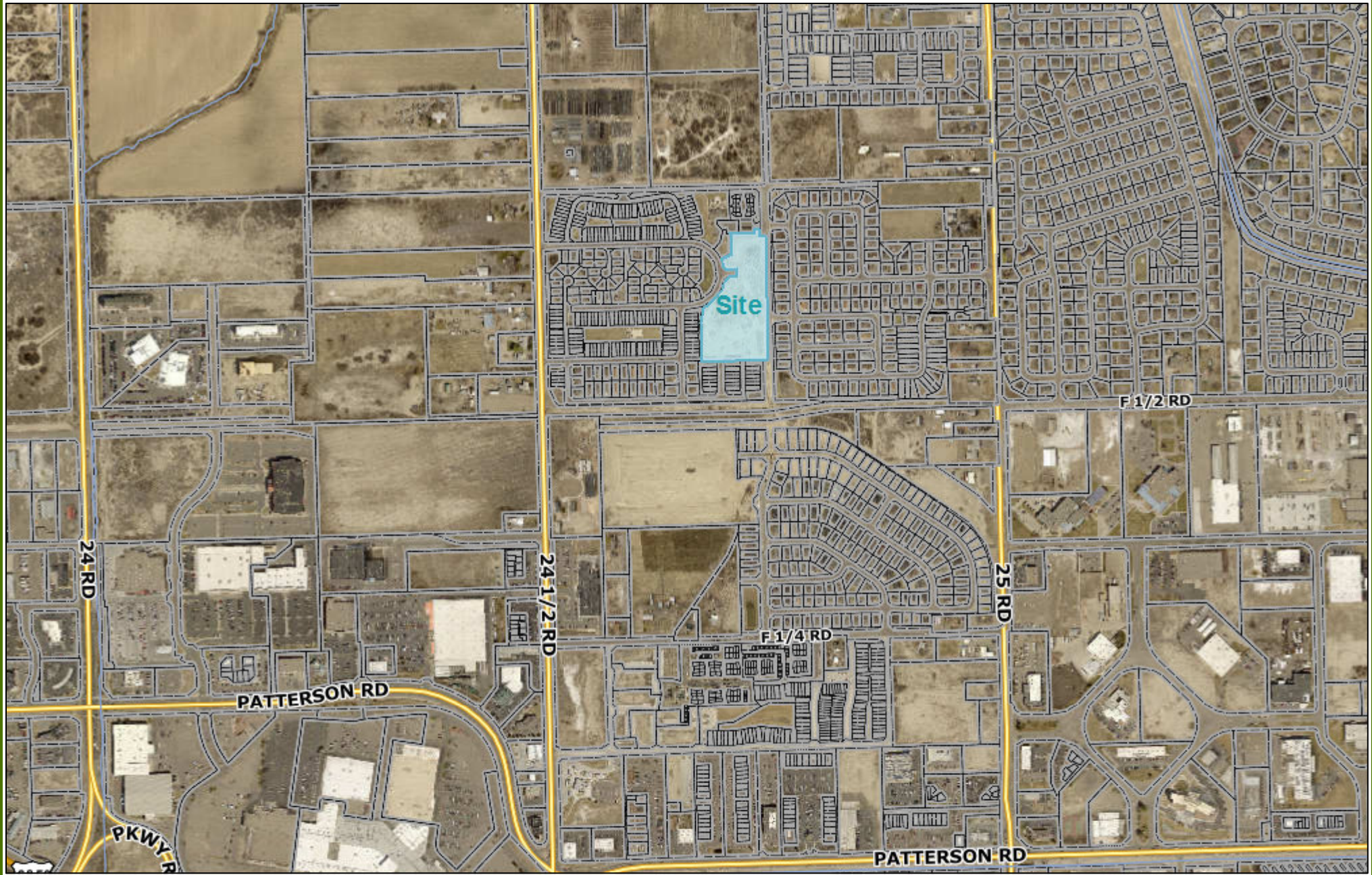
Thank you in advance for your consideration of this request to modify our phasing schedule.

If you need more information to increase the odds of the City approving this request, please let me know.

Respectfully,

John Lawrence  
Land and Development Manager.

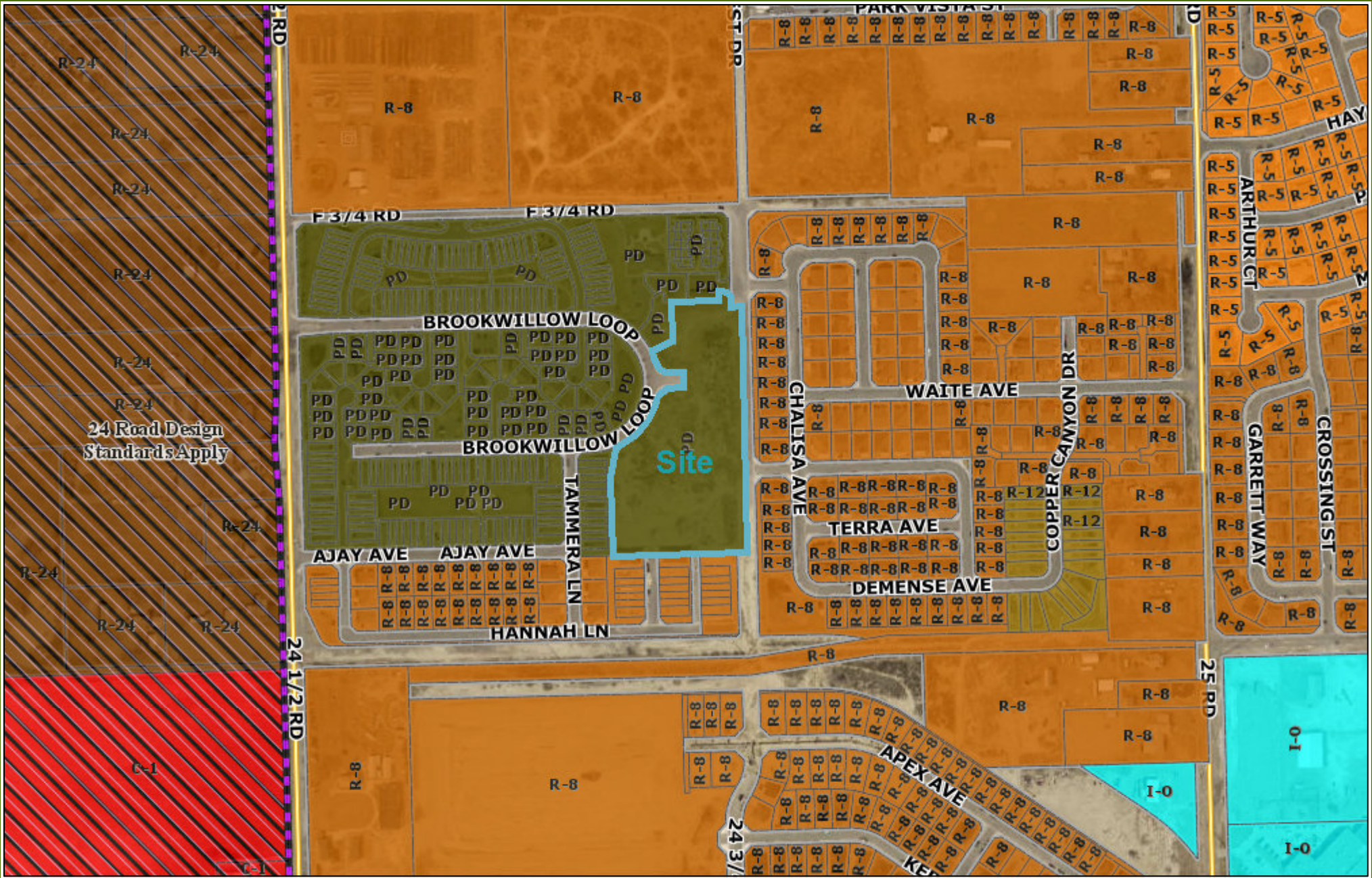
# Site Vicinity Map



Printed: 3/4/2019

1 inch = 752 feet

# Site Zoning Map

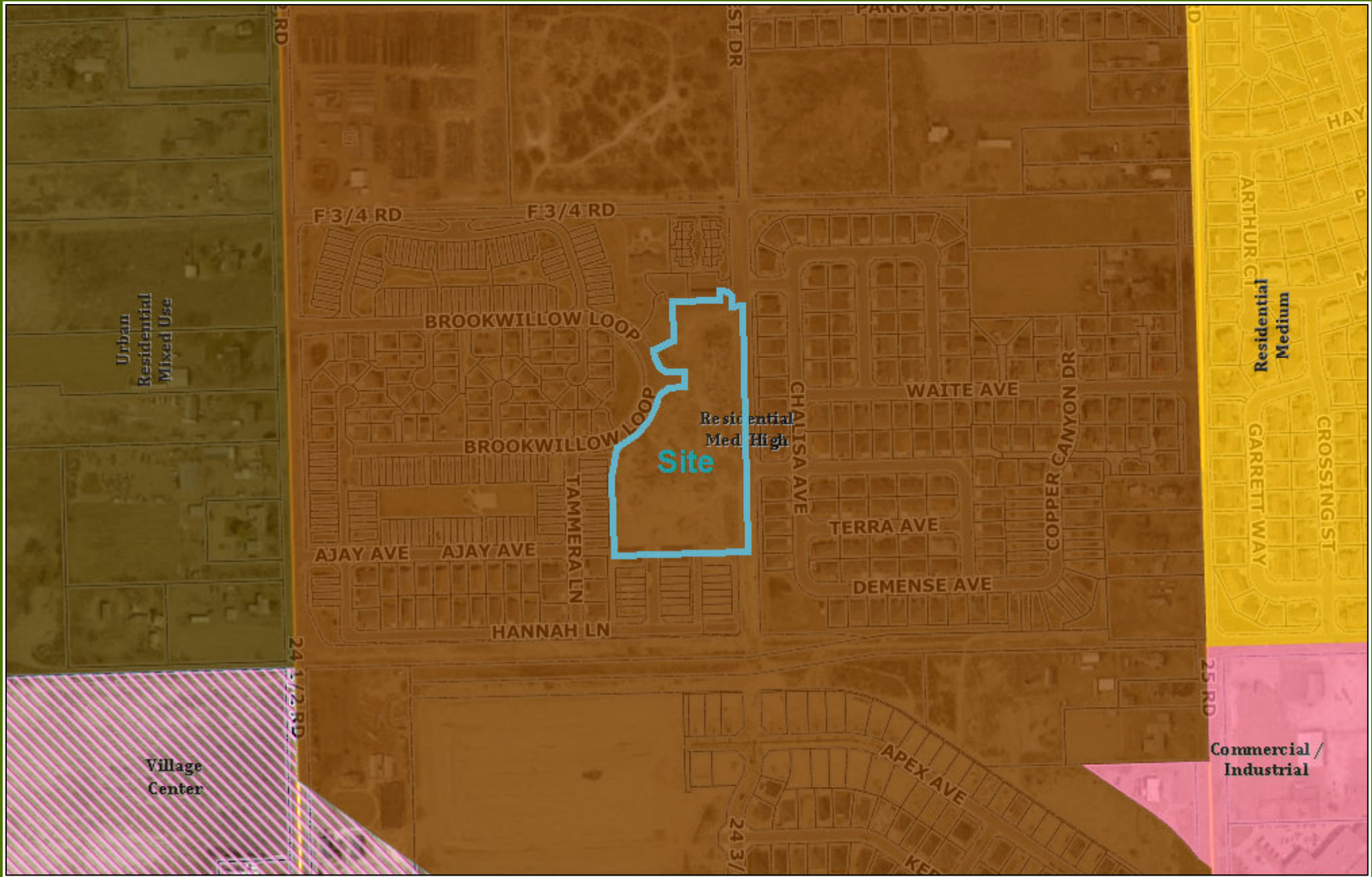


Printed: 3/4/2019

1 inch = 376 feet



# Site Future Land Use Map



Printed: 3/4/2019

1 inch = 376 feet

## Andrew Gingerich

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**From:** Aaron Michelson <fallowfieldfallowfield@gmail.com>  
**Sent:** Friday, March 15, 2019 5:02 PM  
**To:** Andrew Gingerich  
**Subject:** Public comment halls estates 4

We just chatted...

- \* please include public or common open space
- \* xeric and native water wise landscaping streetside please

## Andrew Gingerich

---

**From:** Aaron Michelson <fallowfieldfallowfield@gmail.com>  
**Sent:** Friday, March 15, 2019 5:03 PM  
**To:** Andrew Gingerich  
**Subject:** Re: Public comment halls estates 4

Sorry forgot my name and address

Aaron michelson  
647 trinity way #d  
Grand junction co 81505

---

**From:** Aaron Michelson  
**Sent:** Friday, March 15, 2019 5:02 PM  
**To:** andrewg@gjcity.org  
**Subject:** Public comment halls estates 4

We just chatted...

- \* please include public or common open space
- \* xeric and native water wise landscaping streetside please

## Andrew Gingerich

---

**From:** robert <schuckmanr@gmail.com>  
**Sent:** Wednesday, March 20, 2019 3:58 PM  
**To:** Andrew Gingerich  
**Subject:** Halls Estates Filing 4 Rezone

Mr Gingerich:

Thank you for your time to review with me the rezone filling.

My concern is the density and fire safety.

Currently F3/4 Rd is no parking, which is ignored. The extened Emma lane will also be no parking. This lack of parking is a fire hazard that will not allow fire trucks to maneuver with illegal parking.

The proposed southern parking should be extended contigously for all buildings to allow adequate parking.

Respectfully

Robert Schuckman

## EXHIBIT LIST

**HALLS ESTATES FILING 4 REZONE – REQUEST FOR REZONE TO R-12 (RESIDENTIAL 12 DWELLING UNITS/ACRE) AND R-16 (RESIDENTIAL 16 DWELLING UNITS/ACRE)  
FILE NO. RZN-2018-774**

Exhibit Item #	Description
1	Development Application dated December 4, 2018
2	Staff Report dated April 3rd, 2019
3	Maps
4	Staff Report for Extension Request dated February 14, 2012
5	Staff Presentation dated April 3rd, 2019
6	Public Comment received as of March 25, 2019
7	Proposed City Zoning Ordinance

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING THE SENERGY BUILDERS LLC PROPERTY  
FROM PD (PLANNED DEVELOPMENT)  
TO R-12 (RESIDENTIAL – 12 DWELLING UNITS PER ACRE)  
AND R-16 (RESIDENTIAL – 16 DWELLING UNITS PER ACRE)**

**LOCATED AT LOT 113 BROOKWILLOW VILLAGE, FILING III**

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 proposed Senergy Builders LLC property to the R-12 (Residential – 12 dwelling units per acre) zone district and R-16 (Residential – 16 dwelling units per acre), finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Medium High 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-12 (Residential – 12 dwelling units per acre) and R-16 (Residential – 16 dwelling units per acre) zone districts are 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-16 (Residential – 16 dwelling units per acre):

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being a part of Lot 113 Brookwillow Village, Filing III as recorded at Reception Number 2449063 of the Mesa County Recorder's Office. More particularly described as follows:

Commencing at the Southeast corner of said Lot 113 Brookwillow Filing III thence N0°02'03"E a along the East line of said Lot 113 a distance of 237.77 feet to the Point of Beginning; thence S89°53'01"W a distance of 162.51 feet to the start of a curve to the right; thence along said curve to the right an arc length of 135.86 feet with a radius of 150.00 feet and a central angle of 51°53'37" whose chord bears N64°10'10"W a distance of 131.26 feet; thence N38°13'22"W a distance of 64.64 feet to the Southeastern right of way for Brookwillow Loop as recorded at Reception Number 2311972 of the Mesa County Records and the

start of a non-tangent curve to the left; thence along said non-tangent curve to the left an arc length of 143.99 feet with a radius of 204.00 feet and a central angle of  $40^{\circ}26'26''$  whose chord bears  $N31^{\circ}37'25''E$  a distance of 141.02 feet; thence  $N51^{\circ}18'51''E$  a distance of 29.33 feet; thence  $N90^{\circ}00'00''E$  a distance of 50.04 feet; thence  $N0^{\circ}00'00''E$  a distance of 44.00 feet; thence  $N90^{\circ}00'00''W$  a distance of 50.04 feet; thence  $N51^{\circ}18'51''W$  a distance of 29.33 feet to the start of a non-tangent curve to the left; thence along said curve to the left an arc length of 46.70 feet with a radius of 204.00 feet and a central angle of  $13^{\circ}07'00''$  whose chord bears  $N17^{\circ}57'40''W$  a distance of 46.60 feet; thence  $N65^{\circ}28'50''E$  a distance of 65.68 feet; thence  $N0^{\circ}00'00''E$  a distance of 116.21 feet; thence  $N90^{\circ}00'00''E$  a distance of 138.65 feet; thence  $N0^{\circ}00'00''E$  a distance of 21.00 feet to the start of a curve to the right; thence along said curve to the right an arc length of 6.28 feet with a radius of 4.00 feet and a central angle of  $90^{\circ}00'00''$  whose chord bears  $N45^{\circ}00'00''E$  a distance of 5.66 feet; thence  $N90^{\circ}00'00''E$  a distance of 5.46 feet to the start of a curve to the right; thence along said curve to the right an arc length of 27.41 feet with a radius of 29.00 feet and a central angle of  $54^{\circ}09'39''$  whose chord bears  $S62^{\circ}55'10''E$  a distance of 26.40 feet; thence  $S0^{\circ}01'53''W$  a distance of 33.46 feet; thence  $S89^{\circ}58'07''E$  a distance of 30.00 feet; thence  $S0^{\circ}02'03''W$  a distance of 475.68 feet to the Point of Beginning.

The following property shall be zoned R-12 (Residential – 12 dwelling units per acre):

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being a part of Lot 113 Brookwillow Village, Filing III as recorded at Reception Number 2449063 of the Mesa County Recorder's Office. More particularly described as follows:

Beginning at the Southeast corner of said Lot 113 Brookwillow Filing III thence  $N89^{\circ}50'08''W$  along the South line of said Lot 113 a distance of 391.51 feet; thence  $N0^{\circ}00'00''W$  along the West line of said Lot 113 a distance of 223.63 feet; thence  $N11^{\circ}06'18''E$  a distance of 92.22 feet to the Southern right of way line for Brookwillow Loop as recorded at Reception Number 2311972 of the Mesa County Records and the start of a non-tangent curve to the left; thence along said non-tangent curve to the left an arc length of 61.42 feet with a radius of 204.00 feet and a central angle of  $17^{\circ}15'07''$  whose chord bears  $N60^{\circ}28'12''E$  a distance of 61.19 feet; thence  $S38^{\circ}13'22''E$  a distance of 64.64 feet to the start of a curve to the left; thence along said curve to the left an arc length of 135.86 feet with a radius of 150.00 feet and a central angle of  $51^{\circ}53'37''$  whose chord bears  $S64^{\circ}10'10''E$  a distance of 131.26 feet; thence  $N89^{\circ}53'01''E$  a distance of 162.51 feet to the East line of said Lot 113; thence  $S0^{\circ}02'03''W$  along said East line a distance 237.77 feet to the Point of Beginning.

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor





## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** April 3, 2019

**Presented By:** Jim Finlayson, IT Director, Jay Valentine, General Services Director

**Department:** Information Technology

**Submitted By:** Scott Hockins, Information Technologies Business Operations  
Supervisor

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### Information

#### **SUBJECT:**

Award of Contract for City Hall Rewire Project

#### **RECOMMENDATION:**

Staff Recommends the Award of a Contract to Rocky Mountain Telecom & Data in the amount of \$255,433.

#### **EXECUTIVE SUMMARY:**

City Hall's aging network cabling needs to be replaced and upgraded with newer cabling that can support increased data transfer at faster speeds.

#### **BACKGROUND OR DETAILED INFORMATION:**

The current low voltage network cable was installed when City Hall was built in 2000 using the old standard: Category 5e cable. The life expectancy for a Cat 5e network cable is about 10 to 12 years. The rewire project will upgrade the infrastructure to the latest standard: Category 6a cable that is expected to be viable for the next 20 years. It will significantly improve the reliability and speed of the network and allow IT to upgrade computers and networks to the higher speeds required by new software applications.

The reconfiguration of the network cabling will also allow IT to consolidate network switches to the data center, which reduces the number of switches required. The centralized switch configuration is easier and more cost effective to maintain while it improves the performance and reliability of the network for users. It will also allow for

the elimination of some network switches.

A formal Request for Proposals was issued and four firms responded:

Company	Location	Proposed Fees
<b>Rocky Mountain Telecom &amp; Data</b>	<b>Grand Junction</b>	<b>\$255,433.00</b>
National Network Services	Denver	\$263,000.00
Green Electric, Inc.	Colorado Springs	\$272,099.00
Belt Communications, Inc.	Lakewood	\$479,622.81

Rocky Mountain Telecom & Data is recommended for award based on responsiveness to the RFP, understanding of the project objectives, experience, implementation plan, references and fees. The project is expected to take three months to complete.

**FISCAL IMPACT:**

The City's Information Technologies Fund has \$350,000 budgeted for this planned expenditure.

**SUGGESTED MOTION:**

I move to (authorize/deny) the Finance Department to Enter into a Contract with Rocky Mountain Telecom & Data Inc., for the City Hall Rewire Project.

**Attachments**

1. City Hall Rewire Contract Documents

## CONTRACT FOR SERVICES

This Contract, entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between Grand Junction, Colorado ("City" herein), and Rocky Mountain Telecom & Data ("Contractor" herein):

The parties agree as follows:

1. Contract Documents: It is agreed by the parties hereto that the following list of documents attached shall be incorporated by reference and shall be referred to as the "Contract Documents" or "Contract", and all said documents taken together as a whole constitute the Contract between the Parties:

Solicitation Documents RFP-4533-19-SDH (Attached)  
Contractor Response to RFP-4533-19-SDH (Attached)

2. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Bid Cover & Scope of Work, incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed.

3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the City is Scott Hockins, [scotth@gjcity.org](mailto:scotth@gjcity.org) 970-244-1540 unless otherwise designated in writing.

4. Contract Administrator for the Contractor is Eric Masten [emasten@rmtcd.net](mailto:emasten@rmtcd.net) 970-241-6340.

5. Contractor shall provide the insurance and indemnities required in the attached Exhibit "B", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.

6. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to City all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

CITY OF GRAND JUNCTION, COLORADO

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Scott Hockins, IT Business Operations

ROCKY MOUNTAIN TELECOM & DATA

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Eric Masten, General Manager



## Request for Proposal RFP-4533-19-SDH

### City Hall Structured Cabling Rewire

#### **RESPONSES DUE:**

February 28, 2019 Prior to 2:00 PM MDT

#### **Accepting Electronic Responses Only** **Responses Only Submitted Through the Rocky Mountain E-Purchasing** **System (RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

#### **PURCHASING REPRESENTATIVE:**

Scott Hockins, Business Operations Manager

[scotth@gjcity.org](mailto:scotth@gjcity.org)

970-244-1540

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting.

# **REQUEST FOR PROPOSAL**

## **TABLE OF CONTENTS**

### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- Attachments**

## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:
- Scott Hockins, Business Operations Manager  
[scotth@gjcity.org](mailto:scotth@gjcity.org)
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide and install associated equipment for the voice, data and cabling necessary to rewire City Hall.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Bid Meeting:** A pre-bid meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be in the City Hall Auditorium, at 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501 on **February 7, 2019 at 1:30pm**. Post meeting, contractors will have access inspect the building in preparation for their proposal.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (The City does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award, this statement is not applicable.
- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) and <http://www.gjcity.org/business-and-economic-development/bids/> Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:



- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**1.14 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

**1.15 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**1.16 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.17 Public Opening:** Proposals shall be opened in the City Hall, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations of the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and

copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work, they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes

insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

**2.9. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until final payment is made.

**2.10. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.11. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.12. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.13. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.14. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.15. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.16. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.17. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.18. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.19. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.20. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality:** All information disclosed by the Owner to the Contractor for the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.22. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.23. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.24. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.25. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.26. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.27. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.27.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.27.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.27.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.28. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.29. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.30. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.31. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.32. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.33. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.34. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.37. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.38. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.39. Venue:** Any agreement because of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 2.40. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.41. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.42. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.43. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. All proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.44. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.45. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid about this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.46. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.47. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.



- 2.48. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.49. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.50. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.51. Cooperative Purchasing:** Purchases because of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.52. Definitions:**
- 2.52.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.52.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.52.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.52.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is

referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.53. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

### SECTION 3.0: INSURANCE REQUIREMENTS

**Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section because of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:  
ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:  
ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:  
ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred because of the professional services performed because of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

**4.1. General/Background:** The City Hall facility was built in 2000 at which time the network and phone cabling installed was cat5/5e with a 15-year performance warranty for 1Gb specs. At the time cabling was distributed to 3 different locations, 2 of which are not in secure wiring rooms. The City Hall Facility has an outside dimension of approximately 180ft x 150ft and has 2-floors. There are approximately 180 endpoint locations within the facility.

The City of Grand Junction is in the process of completing the move of its primary Data Center to a new location within the City Hall Facility. As part of the process, the building's aging network cabling needs to be replaced and upgraded with newer cabling that can support 1Gb/10Gb/40Gb and potential 100Gb ethernet over copper.

Wiring for future cameras is included.

**4.2. Specifications:** All cabling to the endpoint locations will originate in the new Data Center located on the first floor in the Northeast corner of the building, except for the Training Room.

All Training Room endpoints will terminate in the wiring cabinet within the Training Room. Trunk Drops from the Data Center to the Training Room wiring cabinet will consist of 8 cables tying the locations together.

All penetration in the Data Center will be fire sealed using the EZ-Path Fire Stop Product and filled to cabling manufacturer fill specs for pathway and conduit fill ratio.

A cable Tray system within the Data Center will be designed and installed to meet the cabling loading requirements to facilitate cabling to the cabinets designated for structured cabling.

All misc. penetrations will be sealed to meet the Clean Agents fire suppressions systems containment requirements.

Horizontal and Vertical pathways through the building will have proper cable supports as required by the manufacture of the proposed product. Pathways will be pre-designed and presented as part of the bid package.

New penetrations between the first and second floor must be coordinated with the City's I.T. Division and Facilities Division.

Minimum size outside-diameter cable penetrating the floors and firewalls to the Data Center is required.

Access Point Drop locations will be terminated above the ceiling grid in a box and face plate configuration at a level easily accessible by employees with the appropriate ladder for the ceiling height.

All Structured Cabling and installation shall be in accordance with RFP-4533-19-SDH Attachment 1 & 2.

**4.3. Special Conditions/Provisions:** Work must be covered with a manufacturer's performance guarantee warranty for a minimum of 20 years. (performance must include segment operation at the maximum data rates as presented for the product.)

Specify plans to install product into existing modular furniture with to minimize disruptions to occupants.

Work must occur in areas when the least amount of disruptions will occur to staff operations. Contractor must provide a proposed schedule for each area.

AutoCAD drawing of the building interior with furniture layouts from January 2016 will be provided as part of this RFP. Changes to the interior layout has occurred and it will be the responsibility of the bidder to update the plans with the new layout.

As-Builds of the final project will be provided to the City in the form of AutoCAD and PDF drawings with the interior layouts, Drop locations (with cable ID), Cable pathways, and penetrations locations. Testing results for all new drops will be provided in electronic form at the end of the project

Contractor shall submit manufacturer warranty information for Owner's approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1-year Contractor's warranty.

All abandoned existing wall boxes and/or wall openings are to be covered neatly with a cover plate. Cover plates to be provided and installed by the contractor.

Reasonable care shall be taken to protect surrounding surfaces from soiling and/or damage during the installation work.

Contractor shall provide an allowance for the replacement of any soiled and/or damaged ceiling tiles in the areas of their work whether the damage and/or soiling of the tiles was done by them or previously existed.

**4.4. RFP Tentative Time Schedule:**

- Request for Proposal Available

January 25, 2019

- Pre-Bid Meeting February 7, 2019
- Inquiry deadline, no questions after this date February 14, 2019
- Addendum Posted February 19, 2019
- Submittal deadline for proposals February 28, 2019

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives about this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** and **preferred working hours** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. Proposed Products:** Provide a list of proposed products and warranty information.
- E. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. Fee Proposal:** Contract shall be established as “Lump Sum Fee/Cost not to Exceed. Contractor shall submit their Lump Sum/Cost not to Exceed Fee utilizing the attached form in Section 7.0 Solicitation Response Form. A schedule of values to be provided to the owner prior to award.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required Skills
- Strategy & Implementation Plan
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all the information submitted and/or oral presentations, if required, in selecting the project Contractor.

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**“City Hall Structured Cabling Rewire”**

*Offeror must submit entire Form completed, dated and signed.*

**1) Total “Lump Sum”, per scope/specifications:**

**TOTAL “FIXED FEE” \$ 255,433.00**

**WRITTEN: two hundred fifty-five thousand, four hundred thirty-three dollars.**

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*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer about supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received:   1  .

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Rocky Mountain Telecom & Data, Inc.  
Company Name – (Typed or Printed)

Eric Masten  
Authorized Agent Signature

2944 I-70 Business Loop #418  
Address of Offeror

Grand Junction, Co. 81504  
City, State, and Zip Code

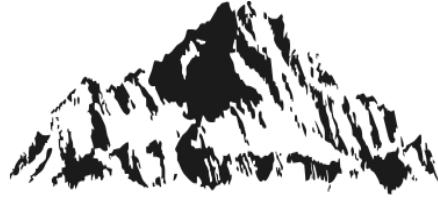
Eric Masten  
Authorized Agent – (Typed or Printed)

970-241-6340  
Phone Number

emasten@rmtd.net  
E-mail Address of Agent

2/28/2019  
Date





**ROCKY MOUNTAIN  
TELECOM & DATA, INC.**  
GOLDEN • GRAND JUNCTION  
COLORADO

## **Executive Management/Company Summary**

1. **(Background)** Rocky Mountain Telecom & Data, Inc. (RMTD) was founded on September 25<sup>th</sup> 2003 by Damian DiFeo. Damian has 15 years experience in the structured cabling industry and is certified by BICSI as an RCDD. RMTD has consistently grown every year for the last 10 years posting gross sales of over 2 million in 2018. RMTD employees pride themselves in first class cable/fiber installation and service following the install.
2. **(Organizational Structure and locations)** RMTD is incorporated and the structure consists of upper management, operations and installation. RMTD occupies a 3000sq.ft. office/warehouse space located at 13401 West 43<sup>rd</sup> Dr. Unit 12, Golden, CO 80403 (I-70 & Hwy. 58). RMTD also has a western slope office/warehouse with 1000sq.ft. office/warehouse space located at 2944 I-70 Business Loop #418, Grand Junction, CO 81504.
3. **(Major services and expertise provided)** RMTD specializes in installing high performance network cabling and fiber infrastructure in the Rocky Mountain region. We install high quality CAT 5E and CAT 6 unshielded/shielded twisted pair, coax, fiber optic cabling, outside plant infrastructure (aerial/burial), paging, security, audio, and related equipment for 10/100/1000 BASE-T networks. RMTD technicians are well trained in the installation of all types of cable infrastructure as well as trouble shooting cable infrastructure, fiber, paging systems, and dial tone/T-1/DSL/ISDN problems. RMTD does a lot of subcontract work for local security companies. As a result RMTD technicians are well qualified in installing security/camera cable, card reader equipment and camera equipment. RMTD designs and installs paging systems anywhere from small offices to large distribution warehouses. RMTD has a BICSI certified RCDD on staff and is certified by the following manufactures: Commscope, Siemon, ADC/Krone, Belden/CDT, Hellermann Tyton, Hitachi, Superior Modular, Hubbell, and Valcom paging systems.

Phone: 303-531-6022, 970-241-6340

Fax: 303-215-9275, 970-241-6341

4. **(Staff size and distribution per location)** RMTD current staff is 27 employees including: Damian DiFeo President/CEO. Eric Masten, General Manager/Grand Junction, Lynette Difeo Controller, Dan Belt Senior Project Manager, Roman Abeyta, Operations Manager, Dan Hellis, Project Manager, 9 lead technicians and 8 Cable technicians. Seven employees are based out of the Grand Junction office and the rest in the Golden office. RMTD currently utilizes 9 full sized vans for installation and service.
5. **RMTD** is currently working on several large projects including the DMVA One Source Building in Grand Junction, Red Sandstone Elementary School in Vail, Combined Law Enforcement Facility in Steamboat Springs, Federal Building in Golden, and VA Hospital 3<sup>rd</sup> floor Renovation in Grand Junction. In addition, this last year we did all of the telecommunications cabling for the Grand River Hospital District and Eastbank PK12 School in Glenwood Springs.
6. **RMTD** has had no litigation experience at any time.

## Bid Cover and Scope of Work

To: City of Grand Junction  
Phone number: 970-244-1540  
Subject: RFP-4533-19-SDH-City Hall Rewire

From: Eric Masten  
Date sent: 2/28/19  
Pages including cover: 3

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### **Proposal for structured cabling in regards to RFP-4533-19-SDH**

The following quote is based on Structured Cabling Drawings dated 9/14/18 and revisions made during walkthrough meeting on 2/7/19.

#### **Addendums Acknowledged: 1**

### **RMTD shall provide and install the following Scope of Work:**

#### **Pathways:**

- 6- 4" Core Holes between 1<sup>st</sup> and 2<sup>nd</sup> floor for cable pathways.
- 18- 4" Fire Sleeves in core holes between floors and at Server Room Entrance.
- Ladder rack from hallway entry point into Server Room and to Head end enclosures for cable pathways.
- J-hook support system where needed in other areas.
- 3- Power poles in Training Room for cable pathways to desk locations.

#### **Horizontal Cable Runs as shown on drawings and discussed at walkthrough:**

- 22- Single Shielded Cat 6A Cable Locations (cameras)
- 197- Quad Shielded Cat 6A Cable Locations (Workstations and WAPS)
- 3- 7 cable Shielded Cat 6A Cable Locations (Training Room rows)
- All Cables will homerun and be terminated on patch panels in Server Room (except for training room cables) and on Cat6A shielded jacks at workstations.
- All cables will be labeled, tested and certified.

#### **Demolition of Existing Horizontal Cable:**

Removal of approximately 540 existing obsolete data cables throughout the building.

#### **The following Patch Cords have been included with this proposal:**

- 185- 3' Cat 6A Shielded Green Patch Cords (Telecom Room Side)
- 553- 5' Cat 6A Shielded Green Patch Cords (Telecom Room Side)
- 110- 10' Cat 6A Shielded Green Patch Cords (Telecom Room Side)
- 829- 7' Cat 6A Shielded Green Patch Cords (Station Side)
- 93- 10' Cat 6A Shielded Green Patch Cords (Station Side)
- 30- 15' Cat 6A Shielded Green Patch Cords (misc.)

**Material, Labor and Expenses = \$247,993.00**

**+**

**Performance Bond = \$7,440.00**

**Total Sum of Project = \$255,433.00**

**Inclusions:**

- All cable will be installed in existing ladder rack or supported with j-hooks in accordance with TIA/EIA standards and local/state building codes.
- Manufacturer proposed is Commscope and will be plenum shielded Cat 6A cable, Cat6A shielded patch panels and jacks.
- Required insurance coverage as described in RFP
- Performance Payment Bond

**Exclusions:**

- Enclosures in Server Room. Provided by owner.
- Wireless Access Point Devices and installation
- Cameras and installation
- Any vertical or horizontal PDU's or power strips
- Telecommunication main grounding and bonding bus bars in telecom rooms

**Warranty**

- RMTD will warrant workmanship for a period of one year.
- All materials will have a 20-year Commscope manufacturer's warranty.

Please contact me with any questions.

Thank you for the opportunity to bid on your project.

***Eric Masten***

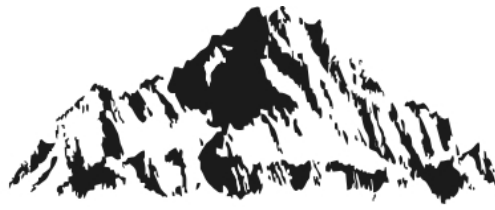
Eric Masten

emasten@rmtd.net

Office (970) 241-6340

Fax (970) 214-6341

Cell (970) 216-0716



# Estimate

## ROCKY MOUNTAIN TELECOM & DATA, INC. GOLDEN • GRAND JUNCTION COLORADO

Date	Estimate #
2/28/2019	1558

Customer
City of Grand Junction 250 North 5th Street, Room #272 Grand Junction, CO 81501

Project Name
City Hall Rewire

Part #	Material Description	Qty	Total
CPI 10250-718	10'X18" Ladder Rack..	10.0	1,080.00T
CPI 10595-718	18" Rack to Runway Bracket	2.0	72.00T
CPI 11421-718	18" Wall Angle Bracket	6.0	151.20T
CPI 12100-718	18" Waterfall	4.0	144.00T
CPI 11301-701	Cable runway butt splice black	6.0	54.14T
CPI 11959-715	ladder rack corner bracket black	6.0	480.02T
CS HFTP-HD6B-2U-48	48 port shielded panel, empty	18.0	3,780.00T
CS HFTP-J10G	Cat6A shielded jack	864.0	7,568.64T
CS 760154260	Cat6A shielded jack cover, red, 25 pack	66.0	978.12T
CS 19335532-1	horizontal wire management, 2u, single-sided	18.0	885.60T
CS SFTP-PC6A-WH-03	3' Cat6A shielded patch cord, white	185.0	1,820.40T
CS SFTP-PC6A-WH-05	5' Cat6A shielded patch cord, white	553.0	5,939.22T
CS SFTP-PC6A-WH-10	10' Cat6A shielded patch cord, white	110.0	1,425.60T
Misc Materials	Misc. material	1.0	604.78T
UN 874048904	commscope Cat6A shielded, white	167,000.0	134,268.00T
CS HFTP-J10G	Cat6A shielded jack	835.0	7,314.60T
Hilti CP 653	Hilti 4" fire stop sleeve	18.0	9,180.00T
CS SFTP-PC6A-WH-07	7' Cat6A shielded patch cord, white	829.0	9,599.82T
CS SFTP-PC6A-WH-10	10' Cat6A shielded patch cord, white	93.0	1,205.28T
CS SFTP-PC6A-WH-15	15' Cat6A shielded patch cord	30.0	453.60T
CS M102SMB-B-262	2 port surface mount box, white	22.0	66.00T
CS M14L-262	4 port faceplate, white	207.0	360.18T

13401 W. 43rd Dr. Unit 12  
Golden, CO 80403

**Subtotal**

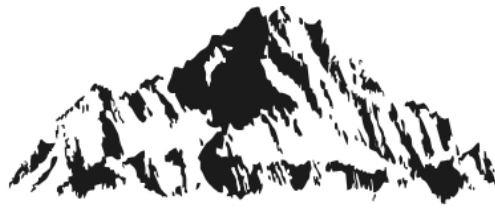
**Sales Tax (0.0%)**

**Total**

Phone #	303 215-9274
Fax #	303 215-9275

www.rmtd.net

Customer Signature



# Estimate

## ROCKY MOUNTAIN TELECOM & DATA, INC. GOLDEN • GRAND JUNCTION COLORADO

Date	Estimate #
2/28/2019	1558

Customer
City of Grand Junction 250 North 5th Street, Room #272 Grand Junction, CO 81501

Project Name
City Hall Rewire

Part #	Material Description	Qty	Total
CS M14CE-003	Mod furniture faceplate, 4 port, black	20.0	118.80T
WM 25DTC-4	10' 2 compartment power pole	3.0	450.00T
Misc Materials-pathw...	Misc material- pathways-raceway for cameras	6.0	360.00T
BL BC1	B Line beam clamps	500.0	510.00T
BL BCH-32	Beeline 2" j-hook-metal	500.0	1,500.00T
Velcro -Plenum Red	Red Velcro Plenum Rated 75' Roll	25.0	780.00T
Labor Quad Wirerun	Labor Quad Wirerun	197.0	37,233.00
Labor Single Wirerun	Labor Single Wirerun	22.0	1,386.00
Labor 7-Plex Wirerun	Labor 7-Plex Wirerun	3.0	945.00T
Labor	Labor, demo cable	550.0	5,775.00
Labor	Labor, core holes and sleeves	6.0	2,100.00
Labor Install Pathways	Labor Install Pathways	52.0	2,184.00
Labor MDF/IDF	Labor, build out MDF/IDF	40.0	1,680.00
Labor Project Manage...	Labor Project Management	120.0	5,040.00
Asbuilts/test results	Asbuilt drawings/Test results	1.0	500.00
Bonding Exp Reimbur...		1.0	7,440.00T

13401 W. 43rd Dr. Unit 12  
Golden, CO 80403

**Subtotal** \$255,433.00

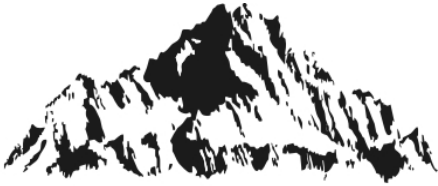
**Sales Tax (0.0%)** \$0.00

**Total** \$255,433.00

Phone #	303 215-9274
Fax #	303 215-9275

www.rmtd.net

Customer Signature \_\_\_\_\_



# ROCKY MOUNTAIN TELECOM & DATA, INC.

GOLDEN • GRAND JUNCTION  
COLORADO

2944 I-70 Business Loop Unit # 418 Grand Junction CO 81504

## City of Grand Junction City Hall Structured Cabling Rewire

### Material List

#### Division 27

	<i>Manufacturer</i>	<i>Manufacturers part #</i>	<i>Description</i>	
	Chatsworth	10250-718	Ladder Rack (18"x10") Black	
	Chatsworth	10595-718	Rack to Runway Bracket (18")Black	
	Chatsworth	11421-718	Wall angle support kit (18")	
	Chatsworth	12100-718	Ladder Rack Radius Drop	
	Chatsworth	11301-701	Ladder Rack Butt Splice	
	Chatsworth	11312-718	Triangular support bracket (18")	
	Chatsworth	11959-715	Ladder Rack 90 Deg. Bracket	
	Commscope	HFTPHD6B-2U-48	48-Port Shielded Panel	
	Commscope	760163527	Cat 6A Shielded Jack	
	Commscope	760154260	Cat 6A Shielded Jack Cover-red	
	Chatsworth	30139-719	1RU Single Sided Horizontal W.M.	
	Commscope	CS44 UN874048904/10	4pr. IW Plenum, Cat 6A Shielded Cable, White	
	Commscope	SFTP-PC6A-XX-XX	Cat 6A Shielded Patch Cable	
	Commscope	M102SMB-B-262	2-Port Surface Mount Bx.	
	Commscope	M14L-262	4-Port Face Plate W/ID White	
	Commscope	C774132	4-Port MOD Furniture Plate Black	
	Commscope	M20AP-262	Blank Insert White	
	BLINE	BCH-32	2" J-Hooks	
	BLINE	BC1	Beam clamp	
	Hilti	CP653	4" fire sleeve	



**Rocky Mountain  
Telecom and Data, Inc.**

GOLDEN, COLORADO

13401 W. 43<sup>rd</sup> Drive, Unit 12 Golden, CO 80403

Office: 303.215.9274 Fax: 303.215.9275

GRAND JUNCTION, COLORADO

2944 I-70 Business Loop #418, Grand Junction, CO 81504

Office: 970.241.6340 Fax: 970.241.6341

### ***Company Information-***

#### ***Damian DiFeo: Owner- Layout and Testing Supervisor***

Damian brings 15 years of experience in structured cabling communications systems to the clients of Rocky Mountain Telecom and Data, Inc. He is an RCDD (Registered Communication Distribution Designer) and BICSI certified. Customer service and satisfaction of RMTD's clients is his highest priority. Damian is also a volunteer Captain and a certified fire inspector at the Fairmount Fire Protection District and has been a volunteer Firefighter for 20 years. He is well versed in the National Electrical Code, National Fire Protection Agency Codes, International Fire Codes, International Building Codes and Local/State codes and ordinances. This knowledge helps insure all installs meet or exceed all codes and standards.

#### ***Dan Belt- Senior Operations Manager- Installation Supervisor***

Dan has 26 years experience in communications and has been with RMTD for 14 years. Eighteen years of Dan's experience comes from the installation and service of PBX phone systems. He is BICSI certified and holds certifications with TE, AMP and Commscope/Uniprise. Dan is adept in T-1 circuits, paging systems, cable infra- structure and data network problems. This experience is essential in ensuring the proper diagnosis and repair of systems for our customers. Dan also oversees many cable jobs large and small to ensure schedules are met and all systems are properly installed.

#### ***Eric Masten- General Manager (Grand Junction Office)***

Eric started with RMTD in January, 2009 and brings with him 15 years experience in communications installation and management. Eric is the General Manager of the Grand Junction office and is responsible for all business development and operations on the western slope. He holds certifications with Siemon, Commscope/Uniprise, TE and Leviton. Eric has lived and worked on the western slope for the past 12 years and knows what is necessary to meet the needs of RMTD's customers in Grand Junction and the surrounding mountain communities.



## ***Ramon Abeyta- Project Manager and Crew Leader***

Ramon has worked for RMTD since 2009 and brings with him 12 years experience in communications installation with multiple certifications including Commscope/TE, Siemon and Leviton products installation. Ramon is our top technician and crew lead for the Grand Junction office and is responsible for handling our bigger jobs. Ramon has worked in the low voltage field on the western slope for the past 10 years and knows what is necessary to meet the needs of RMTD's customers.

## ***Eric Wymore- Lead Technician***

Eric has worked for RMTD since 2010 and has 10 years experience in communications installation with multiple certifications including Siemon and Commscope products installation. Eric is one of our top technicians and crew leads for the Grand Junction office and is responsible for handling some of our bigger jobs. Eric has worked in the low voltage field on the western slope for the past 10 years and knows what is necessary to meet the needs of RMTD's customers.

- **Industry Designations:**
  - BICSI RCDD Specialist (Registered Communication Distribution Designer)
  
- **Certified Installation Partners for:**
  - Commscope
  - Tyco/AMP/NETCONNECT
  - Siemon
  - Hubbell
  - Valcom Paging Systems
  - ADC/Krone
  
- **Qualified Installers of:**
  - Leviton
  - Commscope/TE
  - Siemon
  - Systimax/Uniprise
  
- **Our Clients Include:**
  - **City of Grand Junction**
  - **Department of Military and Veterans Affairs (Colorado Army National Guard)**
  - **Grand River Hospital, Rifle, Colorado**
  - **Primary Care Partners**
  - **Colorado Mesa University**
  - **Mesa County Valley School District 51**
  - **Motorola**

- **North Colorado Surgery Center**
- **Routt County Justice Center**
- **Steamboat Springs School District**
- **Swedish Medical Center**



**REFERENCES:**

COMPANY NAME Grand River Hospital  
Contact Name Diana Murray-Vardaman  
Contact Title IT Director  
Business Address 501 Airport Road, Rifle, Colorado  
Phone Number 970-625-6559  
Email Address dmurray@grhd.org

**Recent Projects: New Surgery Addition/Renovation, Radiology Dept. Remodel, Care Center Offices.**

COMPANY NAME Primary Care Partners  
Contact Name Michael Miller  
Contact Title IT Director  
Business Address 3950 N. 12<sup>th</sup> Street, Grand Junction, Colorado  
Phone Number 970-254-2625  
Email Address mmiller@pcpgj.com

**Recent Projects: New WAP cabling, Red Canyon Family Medical, Tabguache Sports Medicine.**

COMPANY NAME EC Electric/FCI Constructors  
Contact Name Dustin Riddle/Bruce Curry  
Contact Title Owners  
Business Address 2535 W. Pinyon Avenue, Grand Junction, Co. 81505  
Phone Number 970-241-3302  
Email Address driddle@ec-electric.com

**Previous Projects: Eastbank PK-12 school- Glenwood Springs, Colorado Mesa University-Tomlinson Library Addition, Rio Blanco Justice Center, Meeker, Colorado.**

COMPANY NAME City of Grand Junction  
Contact Name Richard White  
Contact Title Network and Security Manager  
Business Address 250 North 5<sup>th</sup> Street, Grand Junction, Co. 81501  
Phone Number 970-244-1526  
Email Address richardw@ci.grandjct.co.us

**Previous Projects: Grand Junction Public Safety Building, New Orchard Mesa Fire Station #4, CNG Building, Avalon Theater Remodel.**

**CURRENT SIMILAR PROJECTS- At this time we are working on the following cabling projects- VA Hospital-3<sup>rd</sup> floor Renovations and DMVA One Source Building in Grand Junction and Red Sandstone Elementary School in Vail.**

# Strategy and Implementation Plan

This is an overview of the procedures for installation. Under certain conditions these procedures may change due to scope of work and/or conditions.

## Overview

- **Preconstruction**
- **Labeling**
- **Cable Installation Rough In**
- **Cable Installation Trim Out (Head End and Location)**
- **Testing**
- **Demolition of Existing Data Cable**
- **Final Walkthrough**

## Preconstruction and Mobilization

RMTD shall schedule a coordination meeting at least 2 weeks ahead of start date with IT department as to the best way and where to proceed in dividing work up in to sections of the building for new data cabling installation.

RMTD will work with IT to draft a schedule for these areas of work.

RMTD will work in these divided sections one at a time until cabling and crossover by IT is complete. Hopefully this will keep work from being as least disruptive as possible.

As discussed in pre-bid meeting, work will take place during normal working hours.

It is understood that all work is to be completed by 12/29/19.

## Labeling

Initial labeling of the prints will be based on customer's preferred labeling scheme or prints shall be marked in numerical order clock-wise from Server Room.

## Cable Installation Rough In

*Pathways-* RMTD shall provide core holes and fire stop sleeves from 2<sup>nd</sup> to 1<sup>st</sup> floor as needed for cable pathways. Interior pathways shall be installed in a logical way from Server Room. Ladder rack will be installed from hallway entrance to server room enclosures. Pathways will be as straight as can be and have 90 degree turns. All sleeves and supporting hardware will be hung and set before cable is pulled. J-hook supports will be installed four to five feet apart where necessary or where cable tray does not exist. After cable is pulled, cable shall be dressed back and Velcro will be used in between supports and at ninety's.

*Cable Pulling-* Cable boxes should be set up at the telecom closet or closest possible point. Cable should be pulled in order from longest to shortest point. Cable will be labeled with thermal printer labels.

*Head End -* Cable will be bundled into groups of 24 as it's pulled; (1-24, 25-48, 49-72, etc.) then hung until ready to trim.

*Location-* Cables will be dropped into new locations as close to existing data locations as possible. New locations will be cut in with cable or coiled in ceiling by location drop. If ready, cable will be dropped and about one foot in box. A four to six foot service coil should be hung above ceiling from nearest support.

### **Cable Installation Trim Out**

Server Room- Ladder rack shall be mounted before cable is dressed in. Cable shall have at least a six to ten foot service coil above racks and dressed appropriately with Velcro. Data cables will be dressed in bundles of 48 from above rack into enclosures and then in bundles of 24 in enclosure to patch panel. Bundles of 24 will alternate from side to side. Example (1-24 is dressed in with 49-72, 25-48 is dressed with 73-96) Patch panels will be installed at least one rack unit from top. There will be a wire manager in between patch panels.

*Location-* The location cables will be trimmed with a few inches of cable slack. Cable will have a label on the cable. Face plates will be labeled the same way inside the ID windows of the face plates and centered. Labeling and position of jacks will be based on customer's preference.

### **Testing and Asbuilts**

All cables will be tested and certified with a Fluke tester.

Test Results will be provided electronically and as-builts provided to owner.

### **Demolition of existing Data Cabling**

Once new data cabling is installed and crossover by IT personnel is complete, RMTD will remove obsolete data cabling

### **Final Walkthrough**

RMTD will walk the job at completion and with customer to make sure that everything is completed to customer's satisfaction and present them with warranty.



## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** April 3, 2019

**Presented By:** Randi Kim, Utilities Director

**Department:** Utilities

**Submitted By:** Randi Kim

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### **Information**

#### **SUBJECT:**

A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for Advanced Metering Infrastructure Project

#### **RECOMMENDATION:**

The City staff has recommended that the City Council support the Bureau of Reclamation grant application for the Advanced Metering Infrastructure Project for the City's municipal water system.

#### **EXECUTIVE SUMMARY:**

City staff is seeking Bureau of Reclamation grant funding in the amount of \$1,000,000. The Utilities Department proposes to implement an advanced metering infrastructure (AMI) project for the City's municipal water system as part of its long-term goal of efficient water management. The AMI Project includes the upgrade of approximately 9,950 existing manually-read water meters with an AMI fixed-based network system that will automatically collect and store hourly consumption data, aiding in water conservation and water use efficiency and improved water management.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City initiated a meter replacement program in 2014 and has replaced about 3,400 manual-read meters with automated meters. Completion of the AMI Project is scheduled to be complete by 2022 with the following activities: 1) upgrade remaining 6,550 manual-read water meters to AMI compatible water meters; 2) install a fixed network data collection system that will automatically collect and store hourly consumption data; 3) deploy a web-based utility management portal and a web-based

customer portal for water customers to access their accounts to view both real-time flow and information and historical usage data. The upgrade to a fully automated AMI system is expected to result in measurable water savings estimated at 741 acre-feet per year (AFY). Furthermore, deployment of a Customer Portal through which water users will have online access to their own real-time hourly water usage data will prompt customers to make positive changes to their water use behaviors. The AMI Project will reduce real system losses and increase water use efficiency and conservation through the availability of near real-time data on water usage and daily water needs.

**FISCAL IMPACT:**

Total project costs are \$2,135,361 and will be completed over two years. The City is applying for a federal grant of \$1,000,000. The City is required to provide matching funding in the amount of \$1,135,361. Funds are available in the Water Enterprise Fund Adopted 2019 Budget in the amount of \$570,000. The remaining funding would be budgeted in 2020 with the completion of the project.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 24-19, a resolution supporting the grant application for a Bureau of Reclamation grant for the Advanced Metering Infrastructure Project for the Utilities Department. If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Bureau of Reclamation for the Advanced Metering Infrastructure Project grant program.

**Attachments**

1. Resolution

Resolution No. \_\_-19

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A BUREAU OF RECLAMATION GRANT FOR ADVANCED METERING INFRASTRUCTURE PROJECT

Be it resolved by the City Council of the City of Grand Junction, Colorado that:

The City of Grand Junction by, with and through this Resolution of the City Council supports the WaterSMART Water and Energy Efficiency Grant application that the City of Grand Junction has made to the United States Bureau of Reclamation (BOR). The application will assist the City in implementing an Advanced Metering Infrastructure Project.

The BOR provides assistance to states, tribes and local governments to conduct planning activities to develop water marketing strategies that establish or expand water markets or water marketing activities between willing participants, in compliance with state and Federal laws.

In accordance with the grant purposes, the City Utilities Department proposes to implement of an advanced metering infrastructure (AMI) project for the City's municipal water system as part of its long-term goal of efficient water management. The AMI Project includes the upgrade of approximately 9,950 existing manually-read water meters with an AMI fixed-based network system that will automatically collect and store hourly consumption data, aiding in water conservation and water use efficiency and improved water management.

Completion of the AMI Project is scheduled to be complete by 2022 with the following activities: 1) upgrade remaining 6,550 manual-read water meters to AMI compatible water meters; 2) install a fixed network data collection system that will automatically collect and store hourly consumption data; 3) deploy a web-based utility management portal and a web-based customer portal for water customers to access their accounts to view both real-time flow and information and historical usage data. The upgrade to a fully automated AMI system is expected to result in measurable water savings estimated at 741 acre-feet per year (AFY). Furthermore, deployment of a Customer Portal through which water users will have online access to their own real-time hourly water usage data will prompt customers to make positive changes to their water use behaviors. The AMI Project will reduce real system losses and increase water use efficiency and conservation through the availability of near real-time data on water usage and daily water needs.

The City staff is seeking Bureau of Reclamation grant funding in the amount of \$1,000,000 over a period up to 3 years. The City Council of the City of Grand Junction authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any Grant awarded.

If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Bureau of Reclamation for the Advanced Metering Infrastructure Project grant program.

The City staff has recommended that the City Council support the grant application and if awarded that the grant be utilized for the important purposes of continuing to carefully manage the water resources.

PASSED and ADOPTED this 3rd day of April 2019



Barbara Traylor Smith  
President of the Council  
ATTEST:

Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #5.b.

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**Meeting Date:** April 3, 2019

**Presented By:** Scott Hockins, Business Operations Supervisor

**Department:** Information Technology

**Submitted By:** Scott Hockins, Information Technologies Business Operations Supervisor

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing a Telecommunication Facility at Lincoln Park

#### **RECOMMENDATION:**

Staff recommends the City enter into a contract with Crown Castle Towers 06-2 LLC, for a cellular facility on the Lincoln Park property.

#### **EXECUTIVE SUMMARY:**

Crown Castle Towers LLC has identified City-owned Lincoln Park as a possible new telecommunications facility to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. The final plan will be a stealth design approved by Community Development.

#### **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).

Crown Castle LLC has identified Lincoln Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

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.

This communication tower will be able to service multiple telecommunication providers and will be concealed design to in accordance with zoning requirements. The Parks Department and Community Development will work with the tower company for the final design.

**FISCAL IMPACT:**

Crown Castle Towers LLC will pay the City an option fee of \$6,000. Once constructed, Crown Castle Towers LLC will pay the City \$23,700 per year for the lease.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 19-19, a resolution authorizing the City Manager to enter into the Option and Land Lease Agreement with Crown Castle Towers 06-2 LLC for the placement of a wireless telecommunication tower on the Lincoln Park Property located at 1340 Gunnison Avenue.

**Attachments**

1. Memo of Option - LINCOLN PARK
2. Option and Ground Lease Agreement - LINCOLN PARK
3. LP Proposed Location
4. Sample Image of Concealed Tower
5. Res-Lincolntower

**WHEN RECORDED RETURN TO:**

Prepared by:  
Parker Legal Group, PC  
600 West Broadway, Suite 700  
San Diego, California 92101

Space above this line for Recorder's Use

**A.P.N. 2945-132-00-001**

**MEMORANDUM OF OPTION**

This Memorandum of Option ("Memorandum") is entered into as of \_\_\_\_\_, 20\_\_\_, by and between CITY OF GRAND JUNCTION ("Optionor") with a mailing address of 250 North 5th Street, Grand Junction, Colorado 81501 and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("Optionee") with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Optionor and Optionee entered into that certain Option and Ground Lease Agreement dated as of \_\_\_\_\_, 20\_\_\_ (the "Agreement").

2. Pursuant to the Agreement, the option period shall be twenty-four (24) months commencing on the date of the Agreement, with the right of Optionee to extend the option period for up to three (3) additional periods of one (1) year each (or until such other time as may be described in the Agreement or to which the parties may mutually agree). During the option period, Optionee has the right and option, exercisable at any time, to exercise such option in the manner set forth in the Agreement, which provides Optionee with an exclusive and irrevocable right to lease approximately one thousand five hundred (1,500) square feet of real property, together with access, utility and related easements, located in Mesa County, Colorado (the "Option Area"), all located within certain real property owned by Optionor (the "Property"). The Property, of which the Option Area is a part, is more particularly described in Exhibit A attached hereto.

3. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

4. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Optionor and Optionee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Agreement is on file with Optionor and Optionee.

*[Execution Pages Follow]*

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Optionor has caused this Memorandum to be duly executed on the day and year first written above.

**OPTIONOR:**  
CITY OF GRAND JUNCTION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me \_\_\_\_\_ (notary public), personally appeared \_\_\_\_\_ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (notary public)

(NOTARY SEAL)

**ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.**

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Option

Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Optionee has caused this Memorandum to be duly executed on the day and year first written above.

**OPTIONEE:**  
CROWN CASTLE TOWERS 06-2 LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**State of Texas**

**County of** \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ of **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver’s license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public’s Signature

**EXHIBIT A**  
**Legal Description of the Property**

All that land located in the City of Grand Junction, County of Mesa, State of Colorado, and is described as follows:

**TRACT I**

Lots 1 thru 26, Inclusive, in Block 13,  
Lots 1 thru 26, Inclusive, in Block 14,  
Lots 1 thru 26, Inclusive, in Block 15,  
Lots 1 thru 26, Inclusive, in Block 16,  
Lots 1 thru 24, Inclusive, in Block 17,  
Lots 1 thru 24, Inclusive, in Block 18,  
Lots 1 thru 24, Inclusive, in Block 19,  
Lots 1 thru 24, Inclusive, in Block 20,  
Lots 1 thru 24, Inclusive, in Block 21,  
Lots 1 thru 24, Inclusive, in Block 22,  
Lots 1 thru 24, Inclusive, in Block 23,  
Lots 1 thru 24, Inclusive, in Block 24,  
Lots 1 thru 22, Inclusive, in Block 25,  
Lots 1 thru 22, Inclusive, in Block 26,  
Lots 1 thru 22, Inclusive, in Block 27,  
Lots 1 thru 22, Inclusive, in Block 28,

All in SLOCOMB'S ADDITION TO GRAND JUNCTION EXCEPT that strip of land conveyed to The Grand Valley Irrigation Company recorded December 18, 1906 in Book 100 at Page 326, Reception No. 64362

**TRACT II**

The Northwest Quarter of the Northwest Quarter of Section 13, Township 1 South, Range 1 West of the Ute Meridian EXCEPT North Avenue on the North.

**TRACT III**

That portion of the SW1/4 of the NW1/4 of Section 13, Township 1 South, Range 1 West of the Ute Meridian, described as follows:

Beginning at a point on the West line of Section 13 where the South line of Gunnison Avenue in the City of Grand Junction, Mesa County, Colorado, produced and extended East intersects the said West line of said Section 13; thence North along the said West line of said Section 13 to the Northwest corner of the SW1/4 of the NW1/4 of said Section 13, being a distance of 190 feet, more or less; thence East to the Northeast corner of the SW1/4 of the NW1/4 of said Section 13; thence South along the East line of the said SW1/4 of the NW1/4 of said Section 13, a distance of 190 feet, more or less to a point at the intersection of the South line of said Gunnison Avenue



produced and extended East with the said East line of the SW1/4 of the NW1/4 of said Section 13; thence West along the said South line of Gunnison Avenue so produced and extended to the point of beginning.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACTS I, II, AND III HEREIN, any portion lying east of the westernmost boundary line described as per the Quit Claim Deed recorded in Book 702 of Deeds at Page 246, the Resolution and Correction of Deed recorded in Book 1022 of Deeds at Page 696, and the Correction of Deed recorded in Book 2826 of Deeds at Page 677, being known and designated as follows:

Beginning at a point on the west line of the NW3/4 NE1/4, Section 13, Township 1 South, Range 1 West, Ute Principal Meridian, from which the North 4 corner of said Section 13 bears North 00°04'30"E., 823.60 feet; thence South 81°53'30" East, 486.20 feet; thence North 58°33'00" East, 957.00 feet; thence South 00°02'30" West, 46.36 feet; thence South 89°55'30" East, 29.10 feet; thence South 00°02'30" West, 882.00 feet; thence North 89°53'30" West, 1,328.57 feet; thence North 00°04'30" West, 497.30 feet to the point of beginning.

BEING MORE PARTICULARLY DESCRIBED AS that portion of the following described property located in the North Half of the Northwest Quarter of Section 13, Township 1 South, Range 1 West of the Ute Meridian:

City Park Addition, comprising territory entirely owned and occupied by the City of Grand Junction, Mesa County, Colorado, as recorded in Plat Book 6 Page 6, Mesa County Records.

Parcel ID#: 2945-132-00-001 (R00062060)

This being a portion of the same property conveyed to the City of Grand Junction from C. W. Shores in a deed dated January 5, 1918 and recorded January 5, 1918 as Reception No. 141853.

This further being a portion of the same property dedicated to the City of Grand Junction in the Map of Lincoln Park City Park Addition recorded February 3, 1940 in Plat Book 6 Page 6.

Property Commonly Known As: 1240 Gunnison Avenue, Grand Junction, CO 81501

County of Mesa

**OPTION AND GROUND LEASE AGREEMENT**  
**STATE OF COLORADO**

**THIS OPTION AND GROUND LEASE AGREEMENT** (the “Agreement”) is made as of the date of the final signature below, by and between CITY OF GRAND JUNCTION (“Lessor”) and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company (“Lessee”).

**1. Definitions.**

“Agreement” means this Option and Ground Lease Agreement.

“Approvals” means all certificates, permits, licenses and other approvals reasonably necessary for Lessee’s intended use of the Leased Premises.

“Commencement Date” means the date the Option is exercised pursuant to Section 4.(C) of this Agreement.

“Defaulting Party” means the party to this Agreement that has defaulted as provided for in Section 28 of this Agreement.

“Due Diligence Investigation” has the meaning set forth in Section 3 of this Agreement.

“Utility Easement” have the meanings set forth in Section 9 of this Agreement.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Initial Term” means a period of **five (5) years** following the Commencement Date.

“Lease Term” means the Initial Term and any Renewal Terms.

“Leased Premises” means that portion of Lessor’s Property consisting of a parcel of approximately 1,500 square feet as described in the sketch attached hereto as **Exhibit “B”**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 8.

“Lessee’s Notice Address” means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564, 1-866-482-8890.

“Lessor’s Notice Address” means 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501

“Lessor’s Property” means the parcel of land located in the City of Grand Junction, County of Mesa, State of Colorado as shown on the Tax Map of said County as Tax Parcel Number 2945-132-00-001, being further described in the instruments recorded in the land records of the Mesa County Clerk and Recorder on January 5, 1918 as Reception NO. 141853 and on February 3, 1940 in Plat Book 6 Page 6, copies of said instruments being attached hereto as **Exhibit “A”**.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 29 of this Agreement.

“Option” means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

“Option Extension Fee” means the sum of \$3,000.

“Option Fee” means the sum of \$6,000.

“Option Period” means the twenty-four (24) month period commencing on the date of this Agreement.

“Renewal Option Period” has the meaning set forth in Section 4(A) of this Agreement.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of **\$23,700** per year to be paid in equal monthly installments of **\$1,975**. After the first five (5) years of the Lease Term and every five (5) years thereafter (the “Adjustment Date”), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average (“CPI-U”) indicator and shall be determined by dividing the CPI-U indicator published 3 months prior to the Adjustment Date, by the CPI-U

indicator published 5 years and 3 months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. In no event shall the increase in rent calculated for any 5-year period exceed 10% of the most recent past rent.

**2. Grant of Option to Lease.** In consideration of the Option Fee paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

**3. Due Diligence Investigation.**

(A) Inspection Rights. During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are reasonably necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements. Lessee acknowledges that the Property is used by the Lessor as a public park; therefore Lessee shall not unreasonably interfere with the Lessor or the public's use of the park amenities during the Due Diligence Investigation.

(B) Temporary Access Road and Easement for Due Diligence Investigation. To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

**4. Extension, Termination and Exercise of Option.**

(A) Right to Extend Option Period. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for three (3) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessor the Option Extension Fee within thirty (30) days of the commencement of each Renewal

Option Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) Expiration of Option Term; Exercise of Option. If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise, or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

**5. Lessor's Cooperation.** During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not knowingly do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals and agrees to be named as the applicant for said Approvals.

**6. Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for nine (9) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

**7. Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises. In addition to the Rent to be paid by Lessee to Lessor pursuant to the Agreement, if, after the Commencement Date, Lessee subleases, licenses or grants a similar right of use or occupancy in the Leased Premises (each a "Sublease") to an unaffiliated third party collocator (each a "Collocator"), Lessee agrees to pay to Lessor three percent (3%) of the rental payments actually received by Lessee from such Collocator (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other

expenses incurred by Lessee) (the "Revenue Share") within thirty (30) days after receipt of said payments by Lessee. Non-payment of such rental, license or other similar payment by a Collocator shall not be an event of default under the Agreement. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Lessee to do so. If any such Sublease with a Collocator expires or terminates for any reason, Lessee shall no longer be obligated to pay the Revenue Share for such Sublease. Notwithstanding the foregoing, the parties agree that Lessee's obligation to pay Revenue Share to the Lessor only applies to the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Collocator. No Additional Rent will be paid for the 1<sup>st</sup> Collocator or a 6<sup>th</sup> or additional Collocator if ever such Collocators arise.

**8. Leased Premises; Survey.** Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

**9. Easements.** Conditioned upon and subject to commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: an easement for right-of-way over the area shown in **Exhibit "B"**, as may be amended by **Exhibit "C"** for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises, for activities reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises, and for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the "Easements") Said Easements shall be effective during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements, and shall terminate automatically thereafter.

**10. Lessee's Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, Lessee shall remove all Improvements in accordance with Section 20. Upon

inspection and acceptance by the City of the condition of the Property following such removal, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

**11. Use of Property.** The Leased Premises, the Easements shall be used for the purpose of (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee shall maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

**12. Removal of Obstructions.** Upon notice to and approval by the Lessor, Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which unreasonably encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements, at Lessee's sole expense and effort. Lessee shall dispose of any materials removed at its own expense.

**13. Hazardous Materials.**

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

**14. Real Estate Taxes.** The Property is not subject to ad valorem or real property taxes because it is a public park. In the event that the Lessor's Property becomes subject to real estate taxes in the future, Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to

provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

**15. Insurance.** At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. Lessee also agrees to carry liability insurance in the amount of \$1,000,000 per person and \$2,000,000 per occurrence for the Leased Premises and all its activities, or activities at its behest, thereon, naming the Lessor as an additional insured on said policy. Lessee shall be responsible for insuring Lessee's Improvements and property, including tower structure and all related equipment and structures; Lessor shall have no responsibility to insure against damage to Lessee's such Improvements or property.

**16. Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

**17. Eminent Domain.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

**18. Right of First Refusal.** If during the Option Period or Lease Term, Lessor receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Lessor's Property, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to

defeat or undermine Lessee's possessory or economic interest in the Leased Premises. If Lessor's notice covers portions of Lessor's parent parcel beyond the Leased Premises, Lessee may elect to acquire an interest in only the Leased Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor

**19. Sale of Property.** If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

**20. Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within 90 days, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

**21. Recording.** Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

**22. This section intentionally left blank.**

**23. Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with the Lessee's proposed uses of the Property or the validity of this Agreement.

**24. Interference with other Wireless Communications.** Lessee shall ensure that signals from its tower and facilities do not interfere with the Lessor's communications signals, including but not limited to signals that facilitate public operations, 911, emergency and public safety communications. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of any equipment or device

that interferes with Lessee's use of the Leased Property for a wireless communications facility.

**25. Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

**26. Mortgages.** This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

**27. Title Insurance.** Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

**28. Default.**

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee,

in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Agreement, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

**29. Limitation on Damages.** In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

**30. Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

**31. Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Mesa County, Colorado.

**32. Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

**33. Miscellaneous.**

(A) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. The terms, covenants and provisions of this

Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

(B) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(C) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(D) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

(E) Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(F) IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

(G) Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

*[Execution Pages Follow]*

**IN WITNESS WHEREOF**, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

**LESSOR:  
CITY OF GRAND JUNCTION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title (if any): \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:  
CROWN CASTLE TOWERS 06-2 LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title (if any): \_\_\_\_\_

Date: \_\_\_\_\_



567

Compared By SA WARRANTY DEED - The C. F. Bechtel Trust Book & Lida Co., Denver, Colo. 1919

No. 141953

STATE OF COLORADO, }  
County of Mesa }

I hereby certify that this instrument was filed for record in my office at 2:10 o'clock P.M. Jan 5, 1918.  
Chas. S. Jones Recorder

By \_\_\_\_\_

**This Deed.** Made this 4th day of January in the year of our Lord one thousand nine hundred and eighteen between C. W. Shores of the County of Mesa and State of Colorado, of the first part, and The City of Grand Junction, a Municipal Corporation of the County of Mesa and State of Colorado, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Twenty thousand five hundred (\$25,000) DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, he do granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his successors and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Mesa, and State of Colorado, to-wit:

The Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4) of Section Thirteen (13), Township one (1) South, Range one (1) West of the 1st Meridian, except right of way for roads and ditches

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto The City of Grand Junction, a Municipal Corporation the said party of the second part, his successors and assigns forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his successors and assigns, that as the time of the executing and delivery of these presents, he do well and lawfully sell of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and he do well and lawfully sell of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, and that the same are free and clear from all former and other grants, bargains, sales, leases, tenements and encumbrances of whatever kind or nature aforesaid.

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.


IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

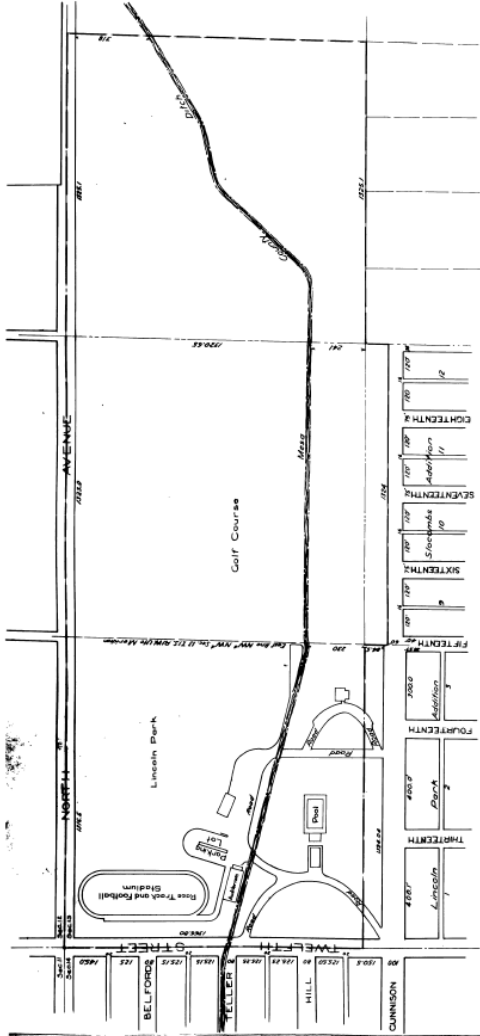
Signed, Sealed and Delivered in the Presence of \_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]

STATE OF COLORADO, }  
County of Mesa }  
In and for the said Mesa County, in the State aforesaid, do hereby certify that C. W. Shores personally known to me to be the \_\_\_\_\_ person, whose name is subscribed to the foregoing \_\_\_\_\_ Deed, appeared before me, this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal, this 5th day of January, A. D. 1918.  
My commission expires November 1st, A. D. 1919.

Charles S. Jones  
Notary Public





### MAP OF LINCOLN PARK CITY PARK ADDITION

#### RESOLUTION

WHEREAS City Park Addition comprising territory entirely owned and controlled by the City of Grand Junction, Mesa County, Colorado, has been located and the same shall become a part of said City and included within the limits and jurisdiction thereof, and

WHEREAS the City Council of said City has deemed it expedient to annex to the City of Grand Junction the territory shown on the map hereto attached with the streets and alleys adjoining portions of said city, and to that extent the City of Grand Junction shall have jurisdiction over the same, and

WHEREAS the City Council of the City of Grand Junction, Colorado, has deemed it expedient to annex to said City the territory shown on the map hereto attached with the streets and alleys adjoining portions of said city, and to that extent the City of Grand Junction shall have jurisdiction over the same, and

WHEREAS the City Council of the City of Grand Junction, Colorado, has deemed it expedient to annex to said City the territory shown on the map hereto attached with the streets and alleys adjoining portions of said city, and to that extent the City of Grand Junction shall have jurisdiction over the same, and

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Attest: \_\_\_\_\_  
Mayor  
City Clerk



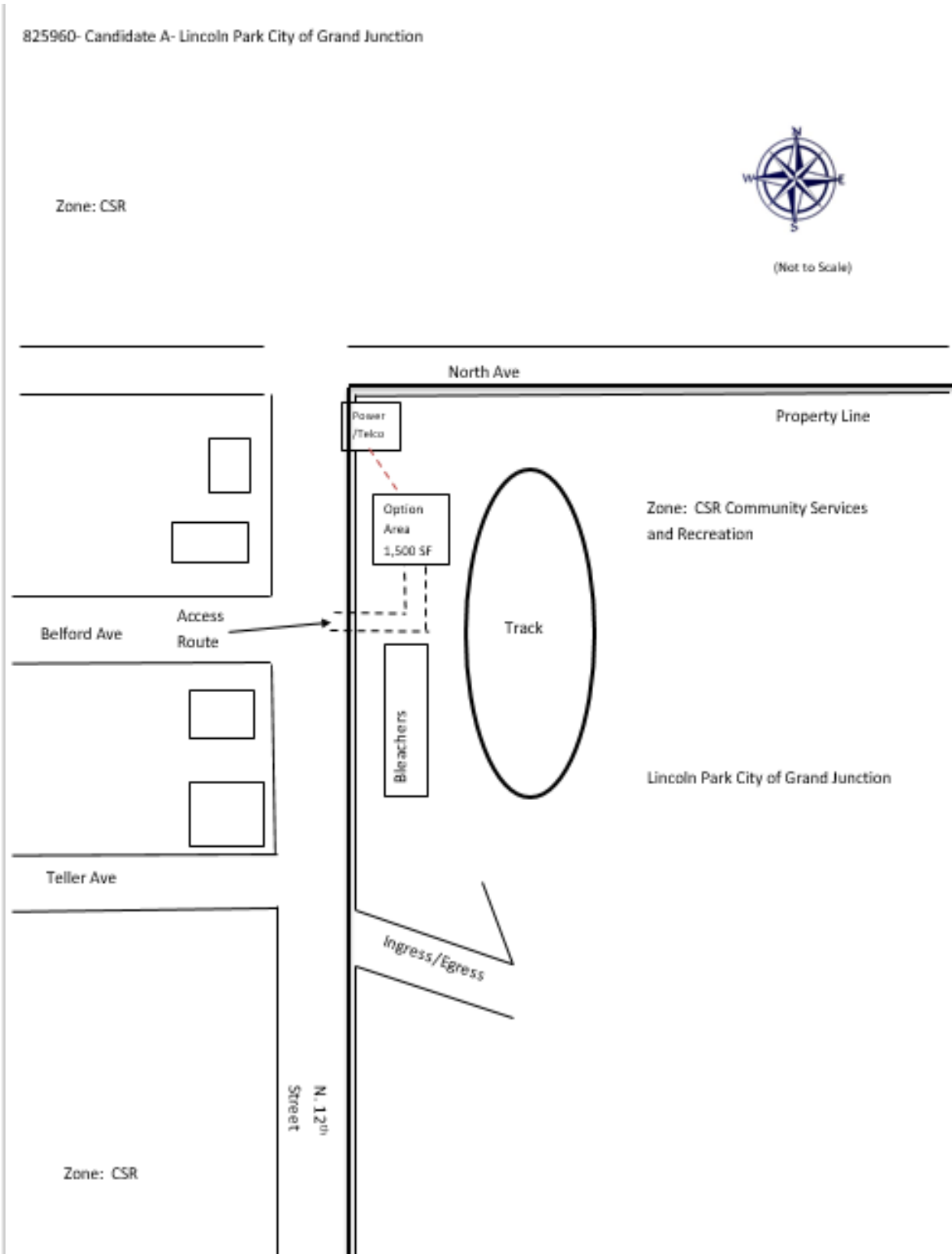
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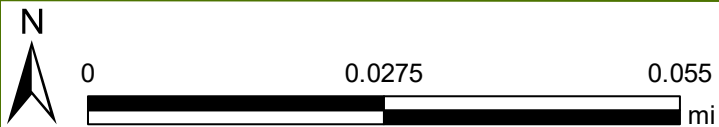
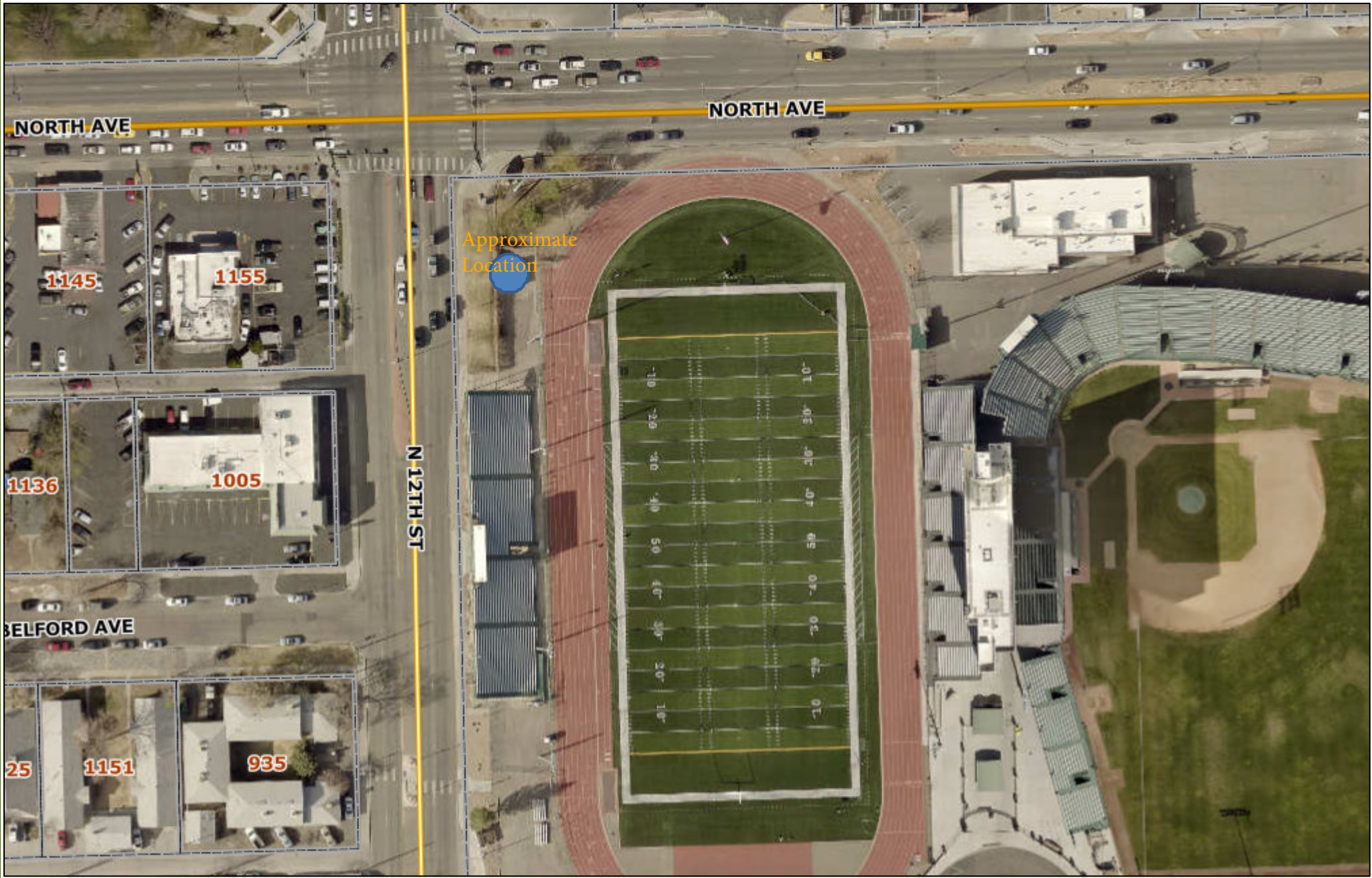
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B-6-P-6

**EXHIBIT "B"**

Lessor agrees that Lessee may replace this sketch, at a later time, with a diagram more clearly defining the location of the Leased Premises, and it will cooperate with the recordation of the replacement sketch.



# City of Grand Junction



Printed: 3/7/2019

1 inch = 94 feet

Sample image of a  
concealed tower  
likely to be  
proposed.



## RESOLUTION NO. XX-19

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE OPTION AND LAND LEASE AGREEMENT WITH CROWN CASTLE TOWERS 06-2, LLC FOR THE PLACEMENT OF A WIRELESS TELECOMMUNICATION TOWER ON THE LINCOLN PARK PROPERTY LOCATED AT 1340 GUNNISON AVENUE.**

#### 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).

Crown Castle Towers 06-2, LLC has identified Lincoln Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

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 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 Manager is authorized to enter into the Option and Land Lease Agreement with Crown Castle Towers 06-2, LLC for the placement of a wireless telecommunication tower on the Lincoln Park property located at 1340 Gunnison Avenue.

PASSED AND APPROVED this 20<sup>th</sup> day of March, 2019.

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President of the Council

ATTEST:

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City Clerk



## Grand Junction City Council

### Regular Session

Item #5.c.

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**Meeting Date:** April 3, 2019

**Presented By:** Randi Kim, Utilities Director

**Department:** Utilities

**Submitted By:** Randi Kim, Utilities Director

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### **Information**

#### **SUBJECT:**

A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for Pressure Control Tank Project

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution.

#### **EXECUTIVE SUMMARY:**

City staff is seeking Bureau of Reclamation grant funding in the amount of \$700,000. The City Utilities Department proposes to construct a new Pressure Control Tank with a total volume of 510,000 gallons to replace the existing undersized flow control tower which will allow the City to operate the Purdy Mesa Flow Line at maximum flow capacity (9.8 million gallons per day) thereby increasing the reliability of water supplies, improving drought resiliency, and conserving water.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction operates two water supply lines that convey water from its diversion and storage reservoirs on the Grand Mesa to its water treatment plant. The City's primary supply line, the Purdy Mesa Flow Line, is a gravity transmission main of approximately 17.5 miles which currently conveys raw water from the Juniata Reservoir to the Grand Junction Water Treatment Plant. The Purdy Mesa Flow Line is hydraulically constrained by an undersized flow control tower (1,760 gallons). The proposed project includes installation of a new Pressure Control Tank with a total volume of 510,000 gallons to replace the existing flow control tower which will allow the City to operate the Purdy Mesa Flow Line at maximum flow capacity (9.8 mgd) thereby



increasing the reliability of water supplies, improving drought resiliency, and conserving water.

The City is requesting grant funding for the Pressure Control Tank Project under the Bureau of Reclamation's Drought Resiliency Program with the objective of increasing the reliability of water supplies through infrastructure improvements. The Pressure Control Tank is a new conveyance system component that would increase flexibility to deliver water from the Juniata Reservoir, facilitating access to water supplies in times of drought.

Engineering design and permitting of the Pressure Control Tank was completed in 2018 and the project is ready for construction bidding in FY20.

**FISCAL IMPACT:**

Total project costs are \$1,437,027 and would be planned for 2020. The City is applying for a federal grant of \$700,000. The City is required to provide matching funding in the amount of \$737,027 which would be included in the 2020 budget for the Water enterprise fund.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 25-19, a resolution supporting the grant application for a Bureau of Reclamation grant for the Pressure Control Tank Project.

**Attachments**

1. Resolution

Resolution No. \_\_-19

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A BUREAU OF RECLAMATION GRANT FOR THE PRESSURE CONTROL TANK PROJECT

Be it resolved by the City Council of the City of Grand Junction, Colorado that:

The City of Grand Junction by, with and through this Resolution of the City Council supports the WaterSMART Drought Response Program, Drought Resiliency Project Grant application that the City of Grand Junction has made to the United States Bureau of Reclamation (BOR). The application will assist the City in construct the Pressure Control Tank Project to increase the drought resiliency of the City's Purdy Mesa water supply line.

Through WaterSMART, the Bureau of Reclamation (Reclamation) leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply reliability through investments in existing infrastructure and attention to local water conflicts. The WaterSMART Drought Response Program supports a proactive approach to drought by providing financial assistance to water managers to implement projects that will build long-term resilience to drought (Drought Resiliency Projects).

In accordance with the grant purposes, the City Utilities Department proposes to construct a new Pressure Control Tank with a total volume of 510,000 gallons to replace the existing flow control tower which will allow the City to operate the Purdy Mesa Flow Line at maximum flow capacity (9.8 mgd) thereby increasing the reliability of water supplies, improving drought resiliency, and conserving water.

The City staff is seeking Bureau of Reclamation grant funding in the amount of \$700,000 over a period of 2 years. The City Council of the City of Grand Junction authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any Grant awarded.

If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Bureau of Reclamation for the Water Marketing Strategy grant program.

The City staff has recommended that the City Council support the grant application and if awarded that the grant be utilized for the important purposes of continuing to carefully manage the water resources.

PASSED and ADOPTED this 3rd day of April 2019

Barbara Traylor Smith  
President of the Council  
ATTEST:

Wanda Winkelmann  
City Clerk



## Grand Junction Planning Commission

### Regular Session

Item #5.d.

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**Meeting Date:** April 3, 2019

**Presented By:** Andrew Gingerich, Associate Planner

**Department:** Community Development

**Submitted By:** Andrew Gingerich, Associate Planner

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### **Information**

#### **SUBJECT:**

A Resolution Vacating a Public Utility Easement on Property Located at 2560 Corral Drive

#### **RECOMMENDATION:**

Planning Commission recommended approval of the public utility easement vacation request at its March 26, 2019 meeting (7-0).

#### **EXECUTIVE SUMMARY:**

The Applicant, Elsa Daugherty is requesting the vacation of a portion of public utility easement on the property located at 2560 Corral Drive. On the subject property there is currently a 10-foot wide utility easement along both the north and west property line as well as a 14-foot wide easement along the southern property line. The Applicant is proposing to vacate the 10-foot wide easement that runs along the western property line.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The Applicant of the subject property is Elsa Daugherty. The vacant property is currently located at 2560 Corral Drive, also known as Block One: Lot 1 of Wilson Ranch Subdivision Filing 3. On the property there is currently a 10-foot wide utility easement along both the north and west property line as well as a 14-foot wide easement along the southern property line. The Applicant is proposing to vacate the 10-foot wide utility easement that runs along the west property line.

The Applicant owns the property at 750 Wilson Drive as well, also known as Lot 1 and Lot 2 of Wilson Ranch Subdivision Filing 1. The Applicant is currently seeking to consolidate all three lots into a two lots. Should the lots be successfully combined, the 10-foot wide utility easement would encumber development as it runs north/south through the middle one of the proposed lots. The Applicant is therefore requesting vacation of this portion 10-foot wide easement, which contains no utilities as indicated on a recent improvement survey. There have been no objections from the utility providers to vacate the easement. As a part of the concurrent lot consolidation process, the Applicant will be required to dedicate a 14-foot multipurpose easement adjacent to all street frontages in order for the consolidation to be approved.

### **NOTIFICATION REQUIREMENTS**

Public notice for this application was provided in accordance with Sec. 21.02.080(g) of the Code, including posting notification signs on the subject property on all public rights-of-way.

### **ANALYSIS**

Pursuant to Section 21.02.100 of the Zoning and Development Code, vacation of a public easement shall conform to the following:

a. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

The proposed public utility easement vacation is addressed by the following Goal of the Comprehensive Plan.

Goal 11: Public facilities and services for our citizens will be a priority in planning for growth.

The proposed public utility easement vacation will have no impact on public facilities or services provided to the general public as no utilities are currently located within this easement nor are any proposed to be located within this easement. Staff therefore finds the request conforms with this criterion.

b. No parcel shall be landlocked as a result of the vacation.

The proposed public utility easement vacation will not render any parcel landlocked. Staff therefore finds the request conforms with this criterion.

c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

No access to any parcel will be restricted by the proposed public utility easement vacation. Staff therefore finds the request conforms with this criterion.

d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There are currently no utilities within the 10-foot wide utility easement that is being requested to be vacated. The application was reviewed by all potentially-affected utilities and there were no concerns raised with the vacation request. In addition, the Applicant is willing and will be required to dedicate a new multi-purpose easement along all street frontages should the need for providing new utilities within a public easement exist in the future. As such, staff has found there will be no adverse impacts to the community and no impacts on the public facilities and services that serve this or any adjacent parcel of land and therefore finds the request conforms with this criterion.

e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code.

Adequate public facilities and services exist for these properties without the existence of this public utility easement, as no utilities are located within the easement. No facilities nor services will be impacted or inhibited by this request. Staff therefore finds the request conforms with this criterion.

f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Vacation of this easement will provide benefit to the City by removing an unnecessary encumbrance on the property and will enable the property to be more suitable for future development. Staff therefore finds the request conforms with this criterion.

## **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing VAC-2019-88, a request to vacate a 10-foot wide public utility easement located on the property at 2560 Corral Drive, the following findings of fact were made:

1. The easement vacation request conforms with Section 21.02.100 (c) of the Grand Junction Zoning and Development Code

Therefore, staff recommends approval of the request of the proposed public utility easement vacation

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 26-19, a resolution vacating a utilities easement on property located at 2560 Corral Drive.

**Attachments**

1. Easement Vacation and Legal Exhibit
2. Easement Vacation Documents Binder
3. Improvement Survey
4. Maps
5. Simple Subdivison Application Binder
6. Site Plan with Easement Vacation
7. Site Plan without Easement Vacation
8. Resolution 0403

## EXHIBIT A

### EASEMENT VACATION

An Easement Vacation within the Northwest 1/4, Southeast 1/4 of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, being a portion Lot 1, Block 1 of Wilson Ranch Filing No. Three, Reception Number 1660411, Mesa County, State of Colorado;

**COMMENCING** from the Center 1/4 Corner of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, whence the South 1/4 Corner of Section 34 bears S 00°01'55" E, a distance of 2638.87 feet, with all bearings being relative thereto.

**THENCE** S 42°44'14" E a distance of 873.11 feet to the northwest corner of the aforementioned Lot 1 of Block 1 of Wilson Ranch Filing No. Three, Reception Number 1660411 and the **POINT OF BEGINNING**;

**THENCE** S 86°51'53" E along the north line of said Lot 1, a distance of 10.00 feet;

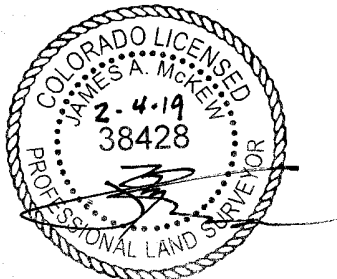
**THENCE** S 03°08'07" W along the easterly line of a utility easement, a distance of 96.48 feet to a point on the northerly line of a 14-foot utility easement, as shown in the aforementioned Wilson Ranch Filing No. Three;

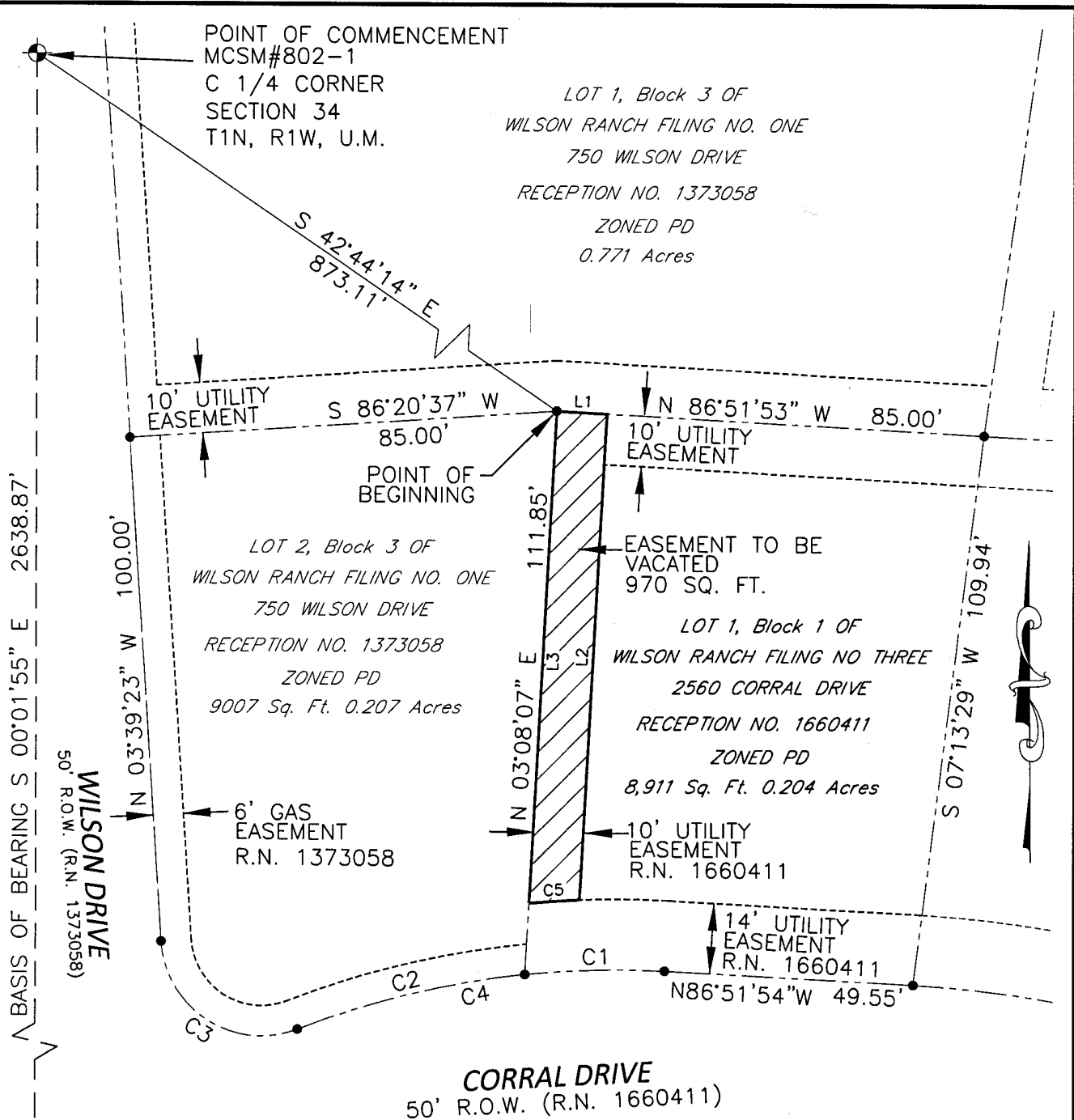
**THENCE** along said northerly line, along a non-tangent curve to the left, having a radius of 189.00 feet, a length of 10.07 feet, a chord bearing of S 86°15'41" W, with a chord length of 10.07 feet to a point on the westerly line Lot 1 and the southwesterly corner of the easement to be vacated;

**THENCE** along said westerly line of Lot 1, N 03°08'07" E, said line being also the westerly line of the easement to be vacated, a distance of 97.69 feet to the **POINT OF BEGINNING**;

**CONTAINING** 970 square feet, more or less.

This description was prepared by James A. McKew for Rolland Consulting Engineers, 405 Ridges Blvd., Grand Junction, Colorado.

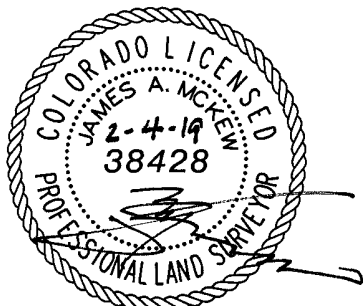
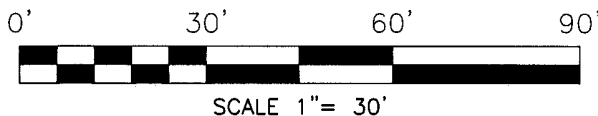




LINE	BEARING	DISTANCE
L1	S 86°51'53" E	10.00'
L2	S 03°08'07" W	96.48'
L3	N 03°08'07" E	97.69'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.73'	175.00'	9°04'43"	S 88°35'46" W	27.70'
C2	46.59'	175.00'	15°15'11"	S 76°25'53" W	46.45'
C3	37.54'	20.00'	107°33'41"	N 57°24'59" W	32.27'
C4	74.32'	175.00'	24°19'55"	S 80°58'08" W	73.76'
C5	10.07'	189.00'	3°03'06"	S 86°15'41" W	10.07'

The sketch and description shown hereon has been derived for subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



 Rolland Consulting Engineers, LLC 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8900 Fax: (970) 241-1273 www.rolland.com	<b>EASEMENT VACATION</b>	
	NW1/4, SE 1/4, SEC 34, T. 1 NORTH, R. 1 WEST OF THE U.M., MESA COUNTY, COLORADO	
Drawn JAM	Designed	Checked JLG
File Name: C:\BB466\B466-EXHIBIT-EASEMENT-ABANDON...	Proj# BB466	Date 02/04/19
Sheet 1	Of 1	

THIS IS NOT A SURVEY PLAT.



## EXHIBIT A

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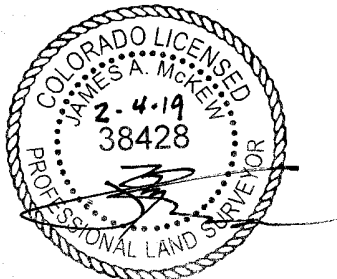
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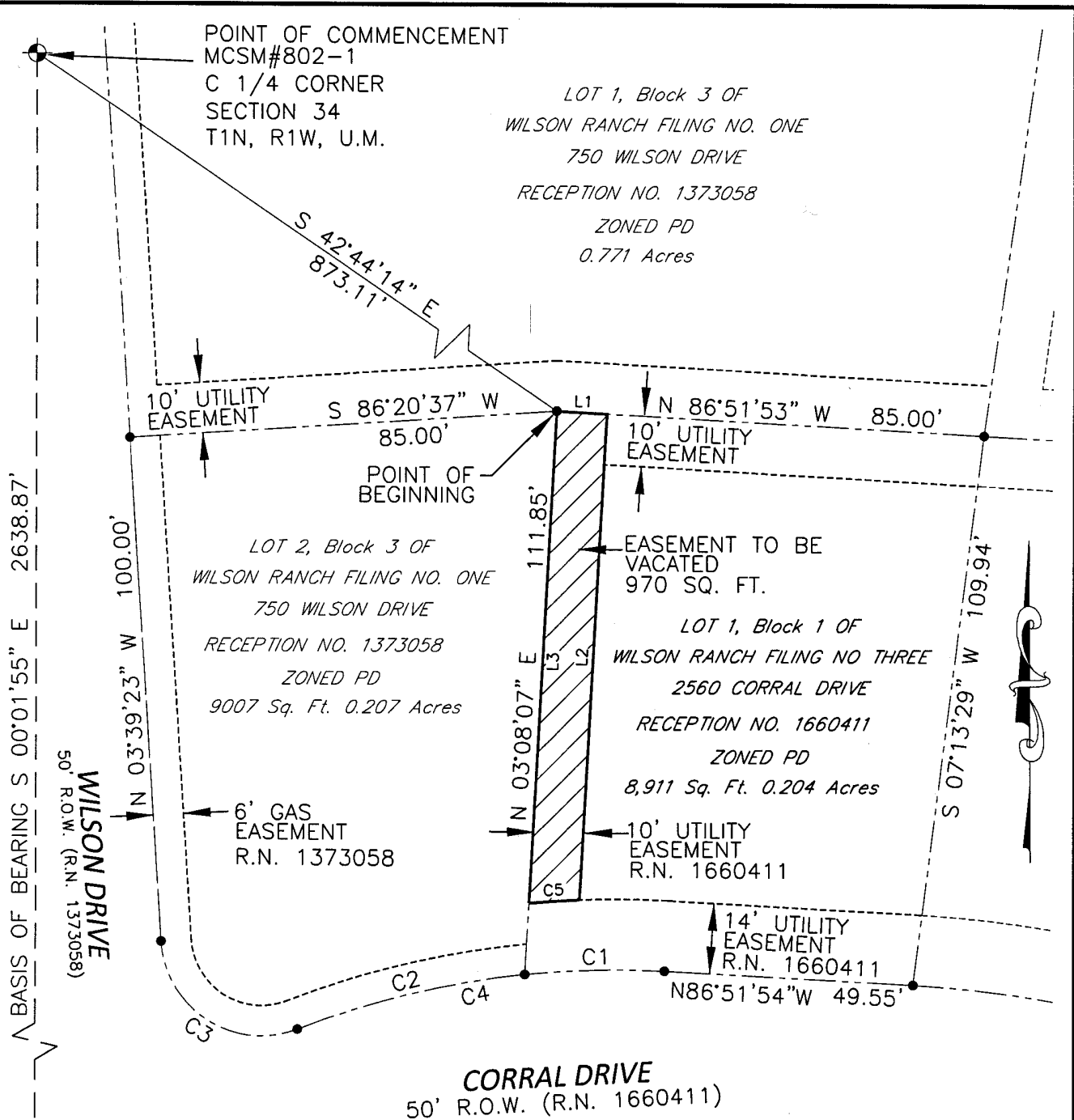
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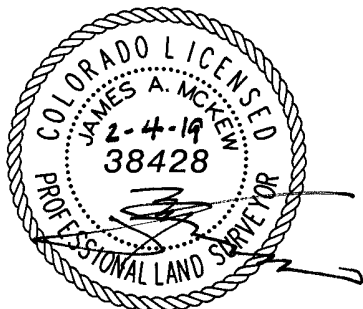
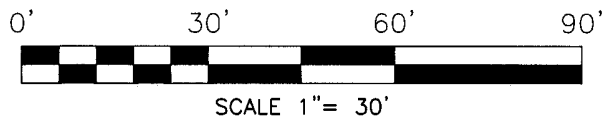




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C3	37.54'	20.00'	107°33'41"	N 57°24'59" W	32.27'
C4	74.32'	175.00'	24°19'55"	S 80°58'08" W	73.76'
C5	10.07'	189.00'	3°03'06"	S 86°15'41" W	10.07'

The sketch and description shown hereon has been derived for subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

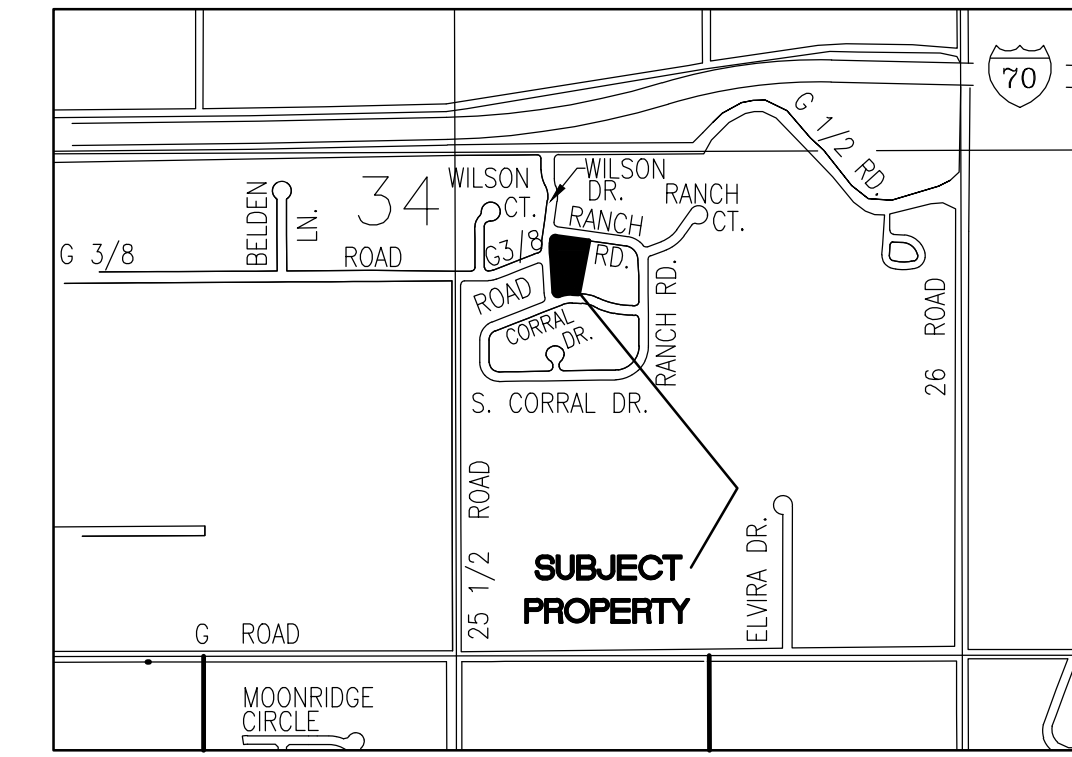


 Rolland Consulting Engineers, LLC 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8900 Fax: (970) 241-1273 www.rolland.com	<b>EASEMENT VACATION</b>	
	NW1/4, SE 1/4, SEC 34, T. 1 NORTH, R. 1 WEST OF THE U.M., MESA COUNTY, COLORADO	
Drawn JAM	Designed	Checked JLG
File Name: C:\BB466\B466-EXHIBIT-EASEMENT-ABANDON...	Proj# BB466	Date 02/04/19
Sheet 1		Of 1

THIS IS NOT A SURVEY PLAT.

**LEGEND AND ABBREVIATIONS**

- ⊕ MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED LS-38877, -0.2' BELOW GROUND
- SET 5/8" REBAR & 1.5" PLASTIC CAP MARKED PLS-38428 0.2' ABOVE GROUND
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- R.N. RECEPTION NUMBER
- PG PAGE
- LS PROFESSIONAL LICENSED SURVEYOR
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- ⊕ CPED COMMUNICATIONS PEDISTALE
- ⊕ IRR IRRIGATION CONTROL VALVE
- ⊕ T ELECTRICAL TRANSFORMER
- ⊕ MB MAILBOX



**VICINITY MAP**

**AREA SUMMARY**

DESCRIPTION	ACRES	SQUARE FEET	PERCENT
LOT 1	0.86	37,506	72.87%
LOT 2	0.32	13,964	27.13%
TOTAL	1.562	51,470	100.00%

**BENCHMARK**

MCSM 802-1, THE C 1/4 CORNER OF SECTION 34, T1N, R1W, UTE MERIDIAN, ELEVATION = 4664.39 (NAVD 88) AS DETERMINED BY GPS USING THE MESA COUNTY COORDINATE SYSTEM.

**GENERAL NOTES**

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, between Mesa County Survey Markers for the S 1/4 Corner of Section 34 Township 1 North, Range 1 West of the Ute Meridian, and the C 1/4 Corner of said Section 34.
- Property not located within the 100-Year Flood Plane per FEMA MAP No. 08077C0802G, Rev. Oct. 2012
- Underground irrigation lines based on surface facilities and as-built drawings.

**ACCEPTANCE BLOCK**

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

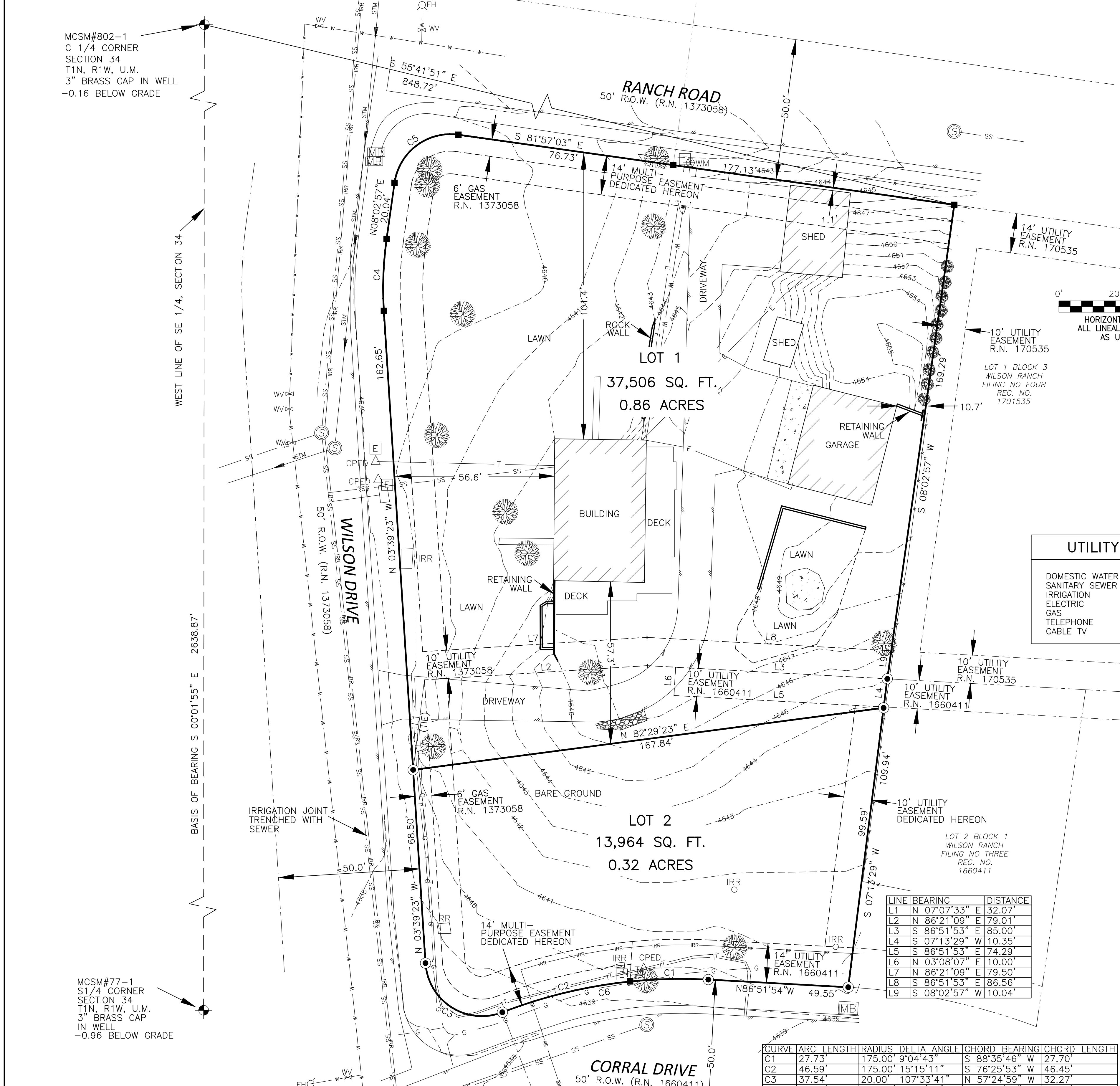
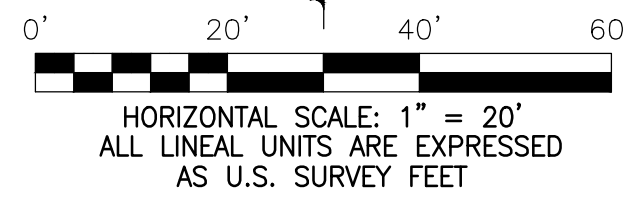
CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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LINE	BEARING	DISTANCE
L1	N 07°07'33" E	32.07'
L2	N 86°21'09" E	79.01'
L3	S 86°51'53" E	85.00'
L4	S 07°13'29" W	10.35'
L5	S 86°51'53" E	74.29'
L6	N 03°08'07" E	10.00'
L7	N 86°21'09" E	79.50'
L8	S 86°51'53" E	86.56'
L9	S 08°02'57" W	10.04'

**UTILITY PROVIDERS**

DOMESTIC WATER	UTE WATER
SANITARY SEWER	CITY OF GRAND JUNCTION
IRRIGATION	GRAND VALLEY IRRIGATION CO.
ELECTRIC	XCEL ENERGY
GAS	XCEL ENERGY
TELEPHONE	CENTURY LINK
CABLE TV	CHARTER/SPECTRUM



MCSM#802-1  
C 1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.  
3" BRASS CAP IN WELL  
-0.16 BELOW GRADE

MCSM#77-1  
S 1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.  
3" BRASS CAP  
IN WELL  
-0.96 BELOW GRADE

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405 Ridges Blvd. Suite A  
Grand Junction, CO 81507  
Voice: (970) 243-8300  
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www.rolland.com

**SITE & COMPOSITE PLAN**  
**DAUGHERTY SIMPLE SUBDIVISION**

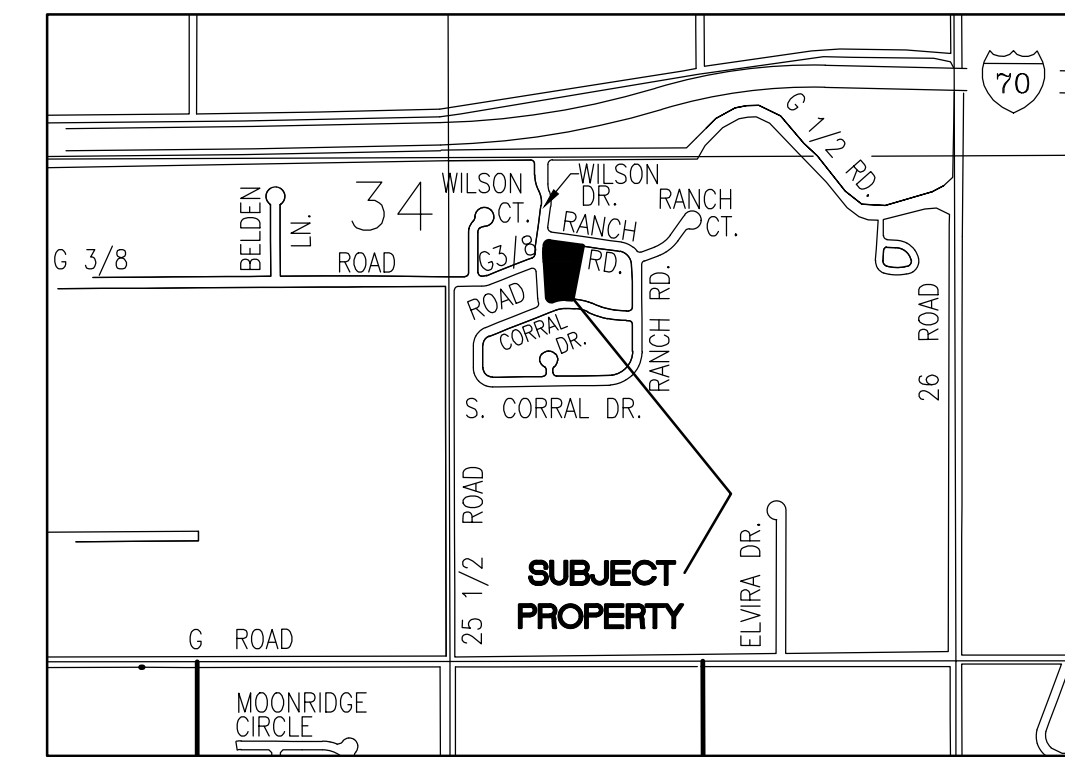
IN THE SE 1/4 SECTION 34,  
T1N, R1W OF THE UTE MERIDIAN, IN THE  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn JAM	Designed JAM	Checked JLG	Proj# B8466	Rv:	Sheet 1
File Name: C:\PROJECTS\B8466\B8466-COMPOSITE.DWG			Date 2/5/19	Of 1	

CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
**1-800-922-1987**  
CALL 2 BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES.

# IMPROVEMENT SURVEY PLAT

BLOCK 3, LOTS 1 & 2, WILSON RANCH FILING NO. ONE (RECEPTION NUMBER 1373058) AND  
 BLOCK 1, LOT 1, WILSON RANCH FILING NO. THREE (RECEPTION NUMBER 1660411)  
 IN THE SE 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST,  
 OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



VICINITY MAP

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- SET 5/8" REBAR & 2" ALLOY CAP MARKED PLS-38428 0.2' ABOVE GROUND
- WC SET 5/8" REBAR & 2" ALLOY CAP MARKED W.C. PLS-38428 0.2' ABOVE GROUND

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## SUBJECT PROPERTY

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## GENERAL NOTES

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- Title information is from Mesa County Real Property Records. No title commitment was provided by the owner.
- All corners found within 0.25 feet of calculated position were accepted.
- Underground irrigation lines based on surface facilities and as-built drawings.

## BENCHMARK

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## SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

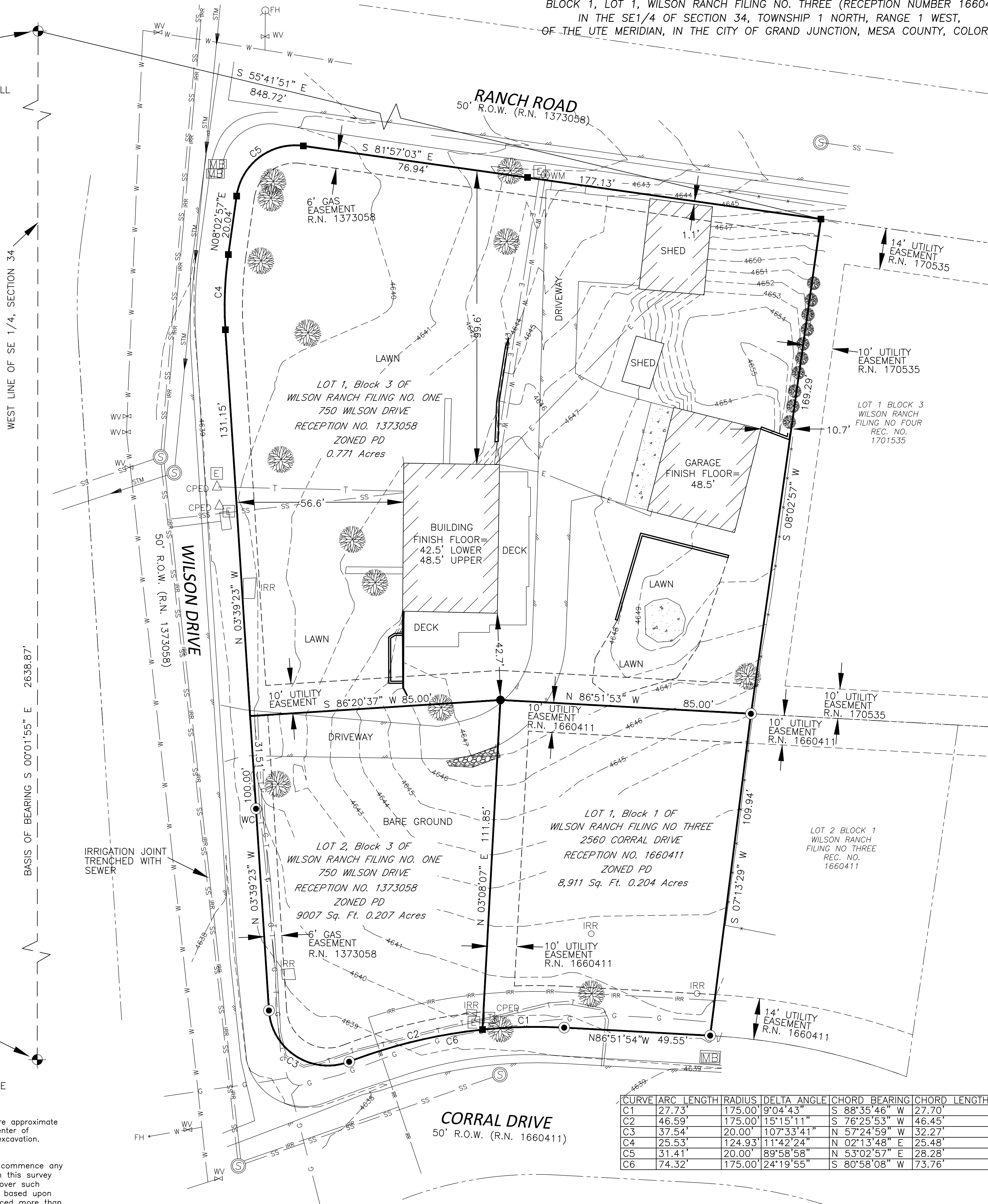
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



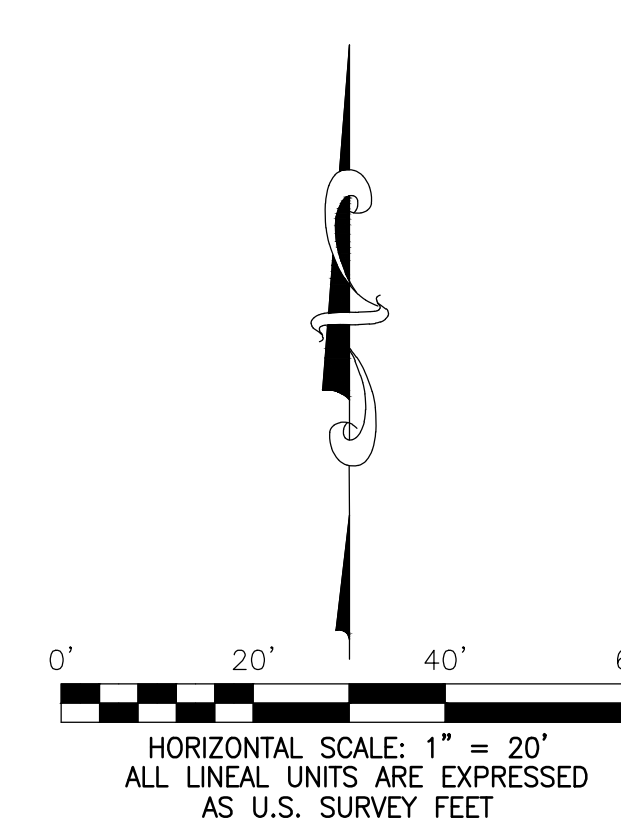
James A. McKew  
 Professional Land Surveyor  
 P.L.S. No. 38428

LAND SURVEY DEPOSIT NO. \_\_\_\_\_  
 DEP. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FILING DATE: \_\_\_\_\_

		<b>IMPROVEMENT SURVEY PLAT</b> LOT 1&2 WILSON RANCH FILING NO. ONE LOT 1 WILSON RANCH FILING NO. THREE FOR ELSA M. L. DAUGHERTY IN THE SE 1/4 SECTION 34, T1N, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.roegj.com		Drawn JAM   Designed JAM   Checked JLG   Proj# BB466   Rv:   Sheet 1 File Name: C:\PROJECTS\BB466\BB466ISP.DWG   Date: 2/5/19   Of 1	



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MCSM#802-1  
 C 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP IN WELL  
 -0.16 BELOW GRADE  
 B.M. ELEV= 4664.39

MCSM#77-1  
 S 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP  
 IN WELL  
 -0.96 BELOW GRADE

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## 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: Daugherty - Simple Subdivision

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

Existing Land Use Designation  Existing Zoning   
 Proposed Land Use Designation  Proposed Zoning

### Property Information

Site Location: 750 Wilson Dr.; 2560 Corral Drive Site Acreage: ± 1.18 acres  
 Site Tax No(s): #270134405004; #270134414006 Site Zoning: PD (R-4 default)  
 Project Description: Boundary line adjustment

### Property Owner Information

Name: Elsa M L Daugherty  
 Street Address: 750 Wilson Dr.  
 City/State/Zip: Grand Jct, CO 81505  
 Business Phone #: (970) 250-4162  
 E-Mail: daughouse@aol.com  
 Fax #: N/A  
 Contact Person: Elsa Daugherty  
 Contact Phone #: (970) 250-4162

### Applicant Information

Name: Elsa M L Daugherty  
 Street Address: 750 Wilson Dr.  
 City/State/Zip: Grand Junction CO 81505  
 Business Phone #: (970) 250-4162  
 E-Mail: daughouse@aol.com  
 Fax #: N/A  
 Contact Person: Elsa  
 Contact Phone #: (970) 250-4162

### Representative Information

Name: ROLLAND CONSULTING ENG.  
 Street Address: 405 RIDGES BLVD.  
 City/State/Zip: GRAND JCTN, CO 81507  
 Business Phone #: 970 243 8300  
 E-Mail: JODIE@RCEGJ.COM  
 Fax #: 970-241-1273  
 Contact Person: JODIE GREIN  
 Contact Phone #: (970) 243 8300

**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 Elsa M L Daugherty

Date 11/6/2015

Signature of Legal Property Owner Elsa M L Daugherty

Date 11/6/2015

**GENERAL PROJECT REPORT  
FOR  
DAUGHERTY SIMPLE SUBDIVISION**

750 Wilson Drive  
Grand Junction, Colorado

Prepared for:

Elsa M.L. Daugherty  
750 Wilson Drive  
Grand Junction, Colorado

November 7, 2018

**A. Project Description**

1. Location: This project is located at 750 Wilson Drive. in the Wilson Ranch Subdivision F1 and F3, Grand Junction.
2. Acreage: The total of all 3 properties is 1.182 acres.
3. Proposed use: The property is zoned PD (R-4 Default) the owner is proposing a Simple Subdivision into 2 lots from the existing 3 Lots. The 2 lot layout will provide for all of the existing improvements to be located on one Lot and leave a single buildable second Lot on the southern portion of the property.

**B. Public Benefit**

This project will provide a single lot with the current improvements and a second buildable residential lot that will fit with the character of the existing neighborhood and zoning.

**C. Neighborhood Meeting**

This development does not involve any rezone or Growth Plan Amendments and is less than 35 lots.

**D. Project Compliance, Compatibility, and Impact**

1. NA – No changes to Zoning or variances are being requested.
2. The land use in the surrounding area is residential medium, which this project is consistent with.
3. Site access will be off Wilson Drive and Corral Drive as it currently exists.
4. All public utilities are available to the site. On the northern lot they are currently installed, on the southern lot the service taps will be the responsibility of the developer of the lot at that time. There are 2 existing fire hydrants along Wilson drive that are directly across the street from the site and within 200 feet of the site.
5. This project would impose no special demands on utilities. Utility providers are as follows:

Fire -	Grand Junction Fire Department
Water (Domestic) -	Ute Water Conservation Dist.
Sewer -	City of Grand Junction
Gas & Electric -	Xcel Energy
Phone -	Century Link
Cable -	Charter / Spectrum

6. This project will not involve any construction and will result in one less developable Lot in the Wilson Ranch Subdivision.
7. We do not believe there will be any adverse impacts to site geology.
8. NA (hours of operation do not apply to this residential project)
9. NA (number of employees does no apply to this project)
10. There is no proposed signage with this project.

**11. Code review criteria-**

- a. This Simple Subdivision is in conformance and will allow future conformance with the Growth Plan, major street plan, Urban Trails Plan and other adopted plans.
- b. This Simple Subdivision has been designed in conformance with the applicable Subdivision standards in Chapter 6.
- c. This Simple Subdivision has been designed in conformance with the applicable Zoning standards of Chapter 3.
- d. This Simple Subdivision has been designed with other standards and requirements of the Zoning and Development Code.
- e. Public facilities and services are in close proximity to this development available along the frontage of Wilson Drive and Corral Drive.
- f. This project will have little or no adverse impacts upon the natural or social environment.
- g. The development is compatible with the existing development on adjacent properties. All adjacent properties are residential medium.
- h. There are no adjacent agricultural properties or land uses that will be harmed.
- i. This Simple Subdivision is an infill project consistent with the growth plan and will allow future development.
- j. No easement modifications are being proposed with this project.
- k. This Simple Subdivision will not cause any new burden of improvements or maintenance for the City

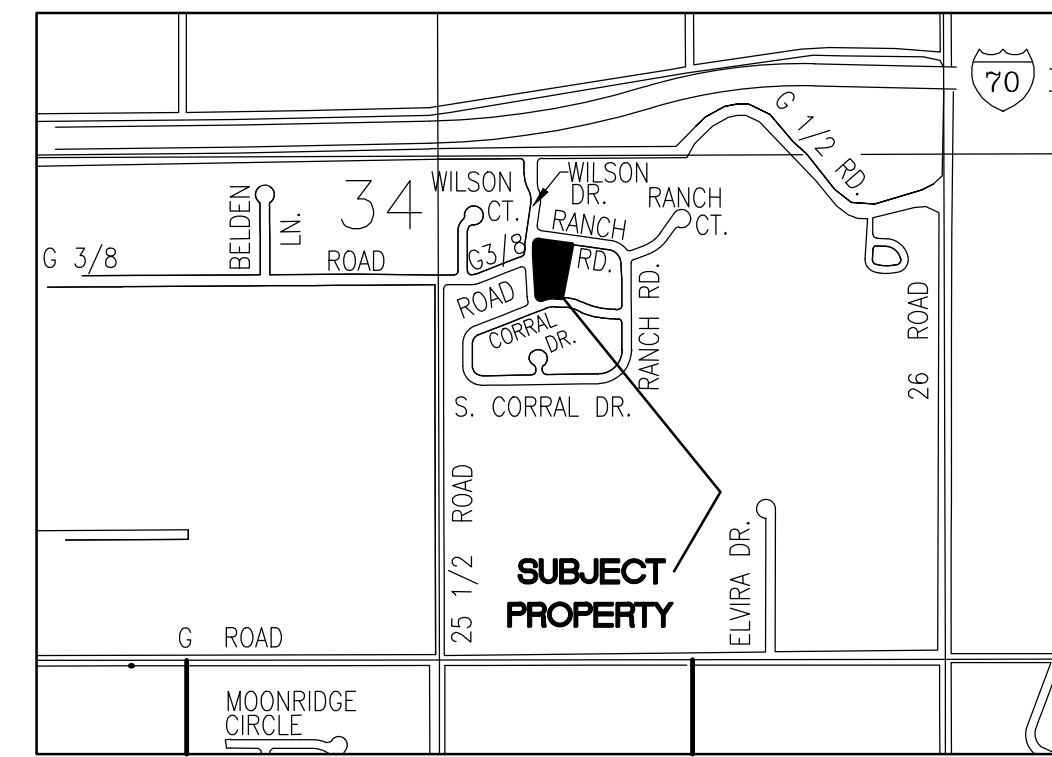
**E. Development Schedule and Phasing:**

It is anticipated that the final plat will be obtained in December of 2013 and the new lots marketed shortly there after.



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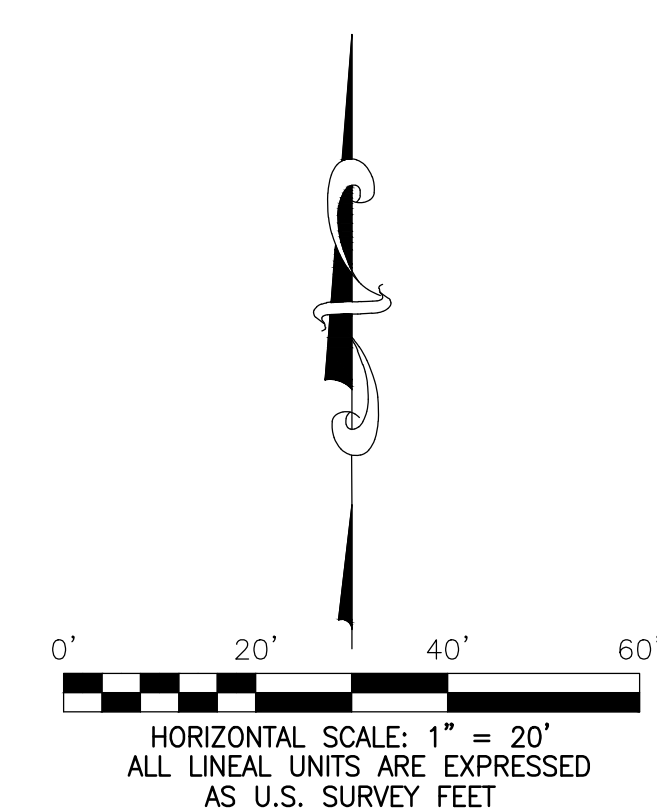
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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

James A. McKew  
 Professional Land Surveyor  
 P.L.S. No. 38428  
 \_\_\_\_\_  
 Date

LAND SURVEY DEPOSIT NO. \_\_\_\_\_  
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 LOT 1 WILSON RANCH FILING NO. THREE  
 FOR ELSA M. L. DAUGHERTY  
 IN THE SE 1/4 SECTION 34,  
 T1N, R1W OF THE UTE MERIDIAN, IN THE  
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn JAM	Designed JAM	Checked JLG	Proj# BB466	Rc:	Sheet 1
File Name: C:\PROJECTS\BB466\BB466ISP.DWG				Date 11/6/18	Of 1

# DAUGHERTY SIMPLE SUBDIVISION

A REPLAT OF BLOCK 3, LOTS 1 & 2, WILSON RANCH FILING NO. ONE (RECEPTION NUMBER 1373058) AND BLOCK 1, LOT 1, WILSON RANCH FILING NO. THREE (RECEPTION NUMBER 1660411) IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

## OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

Elsa M L Daugherty, is the owner of the parcel as demonstrated by warranty deed recorded at Reception No. 1564597, 1563304 and 2023924 in the Office of the Mesa County Clerk and Recorder, said parcels being that certain tract of land in the SE 1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

750 Wilson Drive, Grand Junction, Colorado, 81505.

Description from Deed;

Lot 1 in Block Three, in Wilson Ranch Filing No. One, Mesa County, Colorado and Lot 2 in Block Three of Wilson Ranch Filing No. One, Mesa County, Colorado.

2560 Corral Drive, Grand Junction, Colorado, 81505.

Description from Deed;

Lot 1, Block 1, Wilson Ranch Filing No. Three, Mesa County, Colorado 81505

Said Owner has by these presents laid out, platted and subdivided the above described real property into Lots, as shown hereon, and designated the same as DAUGHERTY SIMPLE SUBDIVISION, in the City of Grand Junction, County of Mesa, State of Colorado:

There are no lienholders of record.

IN WITNESS WHEREOF, said owner has caused her name to be hereunto subscribed this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

by Elsa M L Daugherty, owner

STATE OF COLORADO)

COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

My commission expires: \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

FOR CITY OF GRAND JUNCTION USE

All proposed fencing within the subdivision shall be in accordance with Section 21.04.040 (i) (4) of the Zoning and Development Code.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

COUNTY OF MESA ) ss

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_M., this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ and is duly recorded as Reception

Number \_\_\_\_\_

inclusive. Drawer No. \_\_\_\_\_

Clerk and Recorder \_\_\_\_\_

Deputy \_\_\_\_\_

Fees \_\_\_\_\_

## TITLE CERTIFICATION

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

Date: \_\_\_\_\_

by: \_\_\_\_\_

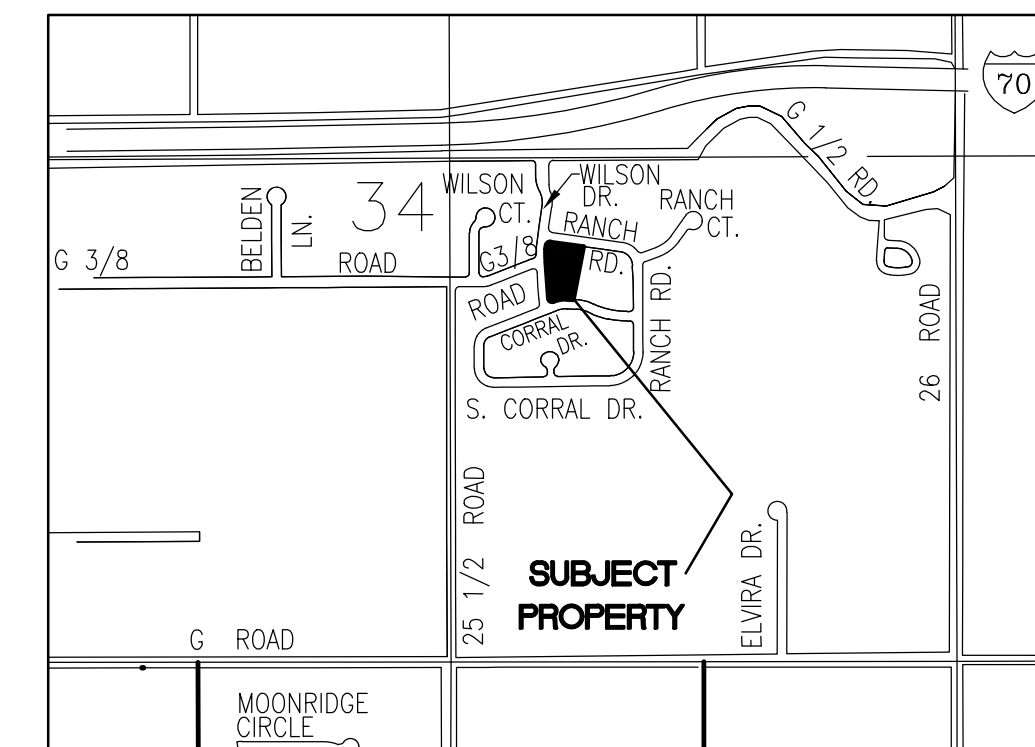
???????????????????? Company

## CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

Mayor \_\_\_\_\_

City Manager \_\_\_\_\_



VICINITY MAP  
NTS

## GENERAL NOTES

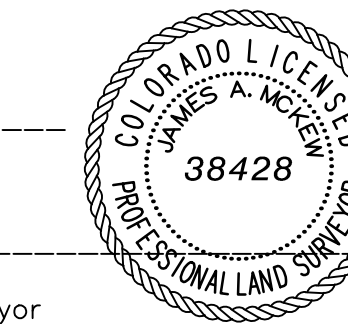
1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the the South 1/4 Corner of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Title information is from Mesa County Real Property Records, and the title policy by ?????????????????????? Company, Commitment No. ??????????????????????, Commitment Date ??????????????????????.
3. Lots 1 & 2 of Block 3 of WILSON RANCH FILING NO. ONE are subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for WILSON RANCH FILING NO. ONE as recorded July 26, 1991 in Book 1848 at Page 791. Lot 1 of Block 1 of WILSON RANCH FILING NO. THREE is subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for WILSON RANCH FILING NO. TWO AND THREE as recorded June 01, 1993 in Book 1981 at Page 5.
4. Installation of sewer and water services to the new lot will not occur as part of the lot split subdivision. The home builder for the new lot will be responsible to pay the tap fees and have the sewer and water services constructed.

## SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying DAUGHERTY SIMPLE SUBDIVISION, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

James A. McKew  
Professional Land Surveyor  
P.L.S. No. 38428



		<b>DAUGHERTY SIMPLE SUBDIVISION</b>	
Rolland Consulting Engineers, LLC 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.rcegi.com		A REPLAT OF A REPLAT OF WILSON RANCH FILING NO ONE AND THREE REF NO. 1373058 AND 1660411 IN THE SE1/4 SECTION 34, T1N, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn JAM	Designed JAM	Checked JLG	Proj# BB466
File Name: C:\PROJECTS\BB466\BB466-PLAT.DWG	Date 11/6/18	Sheet 1	Of 2

# DAUGHERTY SIMPLE SUBDIVISION

A REPLAT OF BLOCK 3, LOTS 1 & 2, WILSON RANCH FILING NO. ONE (RECEPTION NUMBER 1373058) AND BLOCK 1, LOT 1, WILSON RANCH FILING NO. THREE (RECEPTION NUMBER 1660411) IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

## LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED LS-38877, -0.2' BELOW GROUND
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED PLS-38428 0.2' ABOVE GROUND

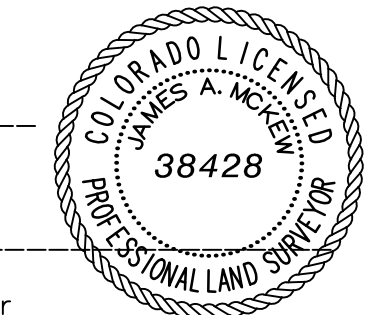
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- R.N. RECEPTION NUMBER
- PG PAGE
- LS PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PLS PROFESSIONAL LAND SURVEYOR
- R RANGE
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- ST STREET
- T TOWNSHIP
- U.M. UTE MERIDIAN

AREA SUMMARY			
DESCRIPTION	ACRES	SQUARE FEET	PERCENT
LOT 1	0.86	37,506	72.87%
LOT 2	0.32	13,964	27.13%
TOTAL	1.18	51,470	100.00%

## SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying DAUGHERTY SIMPLE SUBDIVISION, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

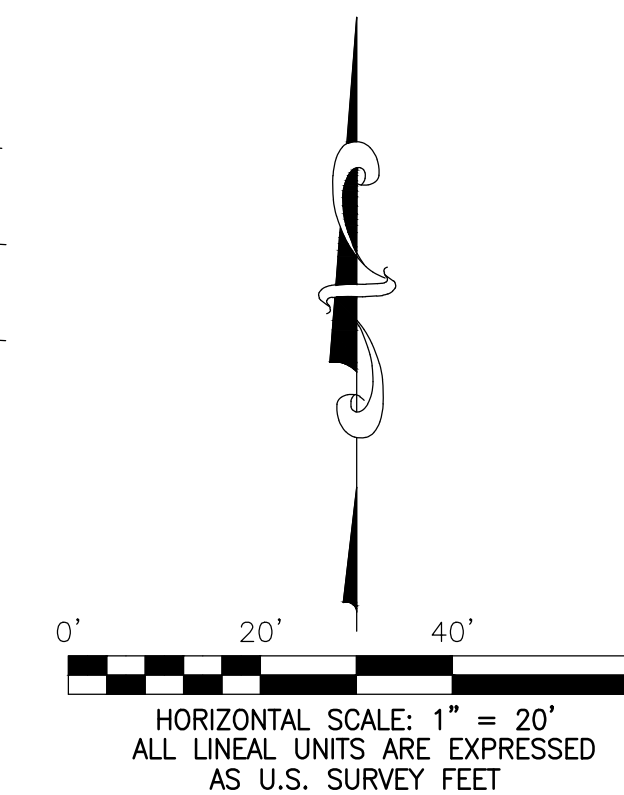
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



James A. McKew  
Professional Land Surveyor  
P.L.S. No. 38428

## GENERAL NOTES

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the the South 1/4 Corner of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
- Title information is from Mesa County Real Property Records, and the title policy by ?????????????? Company, Commitment No. ??????????????????, Commitment Date ??????????????.
- Utility Easement along side and back lot lines of Lot 1, Filing 3 Wilson Ranch is not labeled. Easement is contiguous with 14' Utility Easement along street; however, it scales as 10' which is harmonious with the filings of Wilson Ranch.



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

CALL UTILITY NOTIFICATION CENTER OF COLORADO  
**1-800-922-1987**

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

LAND SURVEY DEPOSIT NO. \_\_\_\_\_  
DEP. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FILING DATE: \_\_\_\_\_

Rolland Consulting Engineers, LLC 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.recegi.com		DAUGHERTY SIMPLE SUBDIVISION	
		A REPLAT OF LOT 1&2 WILSON RANCH FILING NO. ONE LOT 1 WILSON RANCH FILING NO. THREE REF. NO. 1373058 AND 1660411 IN THE SE 1/4 SECTION 34, T1N, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn JAM	Designed JAM	Checked JLG	Proj# B8466
File Name: C:\PROJECTS\B8466\B8466-PLAT.DWG	Date 11/6/18	Sheet 2	Of 2

MCSM#802-1  
C 1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.  
3" BRASS CAP IN WELL  
-0.16 BELOW GRADE

WEST LINE OF SE 1/4, SECTION 34

BASIS OF BEARING S 00°01'55" E 2639.30'

MCSM#77-1  
S 1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.  
3" BRASS CAP  
IN WELL  
-0.96 BELOW GRADE

NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

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WILSON DRIVE  
50' R.O.W. (R.N. 1373058)

RANCH ROAD  
50' R.O.W. (R.N. 1373058)

CORRAL DRIVE  
50' R.O.W. (R.N. 1660411)

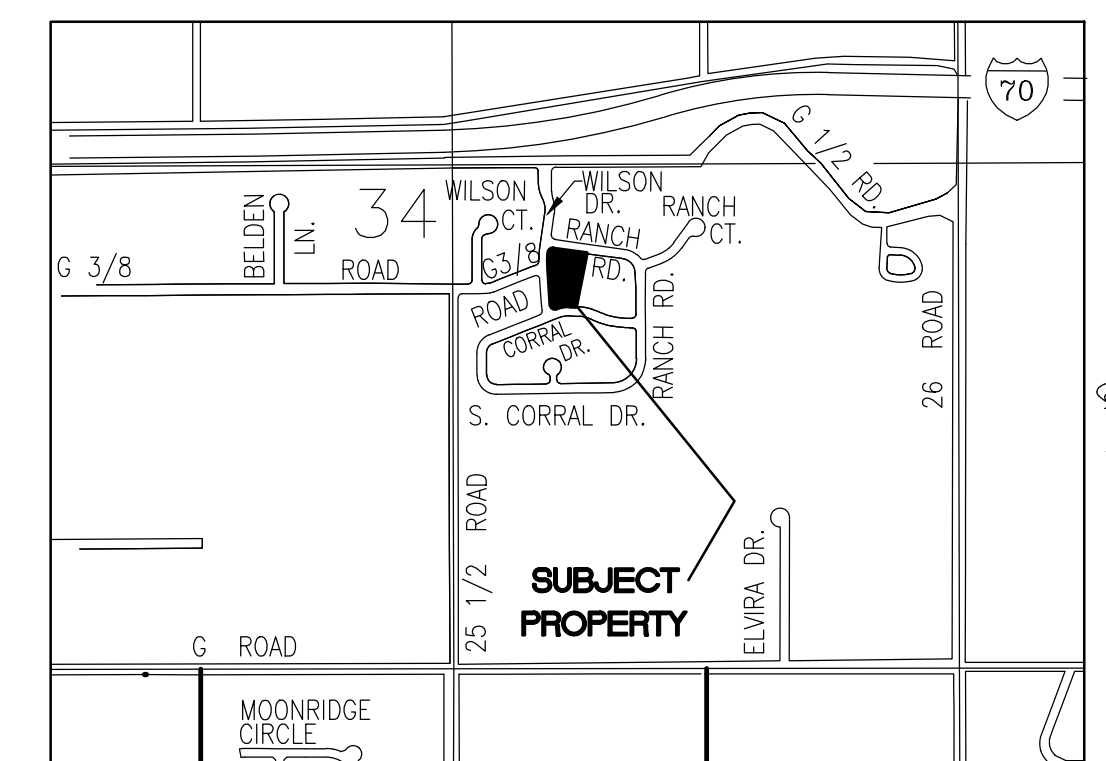
LOT 1  
37,506 SQ. FT.  
0.86 ACRES

LOT 2  
13,964 SQ. FT.  
0.32 ACRES

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.73'	175.00'	9°04'43"	N 88°35'46" E	27.70'
C2	46.59'	175.00'	15°15'11"	N 76°25'53" E	46.45'
C3	37.55'	20.00'	107°33'33"	N 57°25'28" W	32.27'
C4	25.52'	124.93'	11°42'22"	S 02°11'59" W	25.48'
C5	31.41'	20.00'	89°58'58"	S 53°02'57" W	28.28'

**LEGEND AND ABBREVIATIONS**

- ⊕ MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED LS-38877, -0.2' BELOW GROUND
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- R.N. RECEPTION NUMBER
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- P.O.B. POINT OF BEGINNING
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- PLS PROFESSIONAL LAND SURVEYOR
- R RANGE
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- ST STREET
- T TOWNSHIP
- U.M. UTE MERIDIAN
- WM WATER METER
- FH FIRE HYDRANT
- WV WATER VALVE
- w- BURIED WATER LINE
- SS- BURIED SANITARY SEWER LINE
- - - EXISTING EDGE OF ASPHALT PAVEMENT
- SANITARY SEWER MANHOLE
- E ELECTRICAL VAULT
- CPED COMMUNICATIONS PEDISTALE
- IRR IRRIGATION CONTROL VALVE
- T ELECTRICAL TRANSFORMER
- MB MAILBOX



**VICINITY MAP**

**AREA SUMMARY**

DESCRIPTION	ACRES	SQUARE FEET	PERCENT
LOT 1	0.86	37,506	72.87%
LOT 2	0.32	13,964	27.13%
TOTAL	1.562	51,470	100.00%

**BENCHMARK**

MCSM 802-1, THE C 1/4 CORNER OF SECTION 34, T1N, R1W, UTE MERIDIAN, ELEVATION = -4664.39 (NAVD 88) AS DETERMINED BY GPS USING THE MESA COUNTY COORDINATE SYSTEM.

**GENERAL NOTES**

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, between Mesa County Survey Markers for the S 1/4 Corner of Section 34 Township 1 North, Range 1 West of the Ute Meridian, and the C 1/4 Corner of said Section 34.
- Property not located within the 100-Year Flood Plane per FEMA MAP No. 08077C0802G, Rev. Oct. 2012

**ACCEPTANCE BLOCK**

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

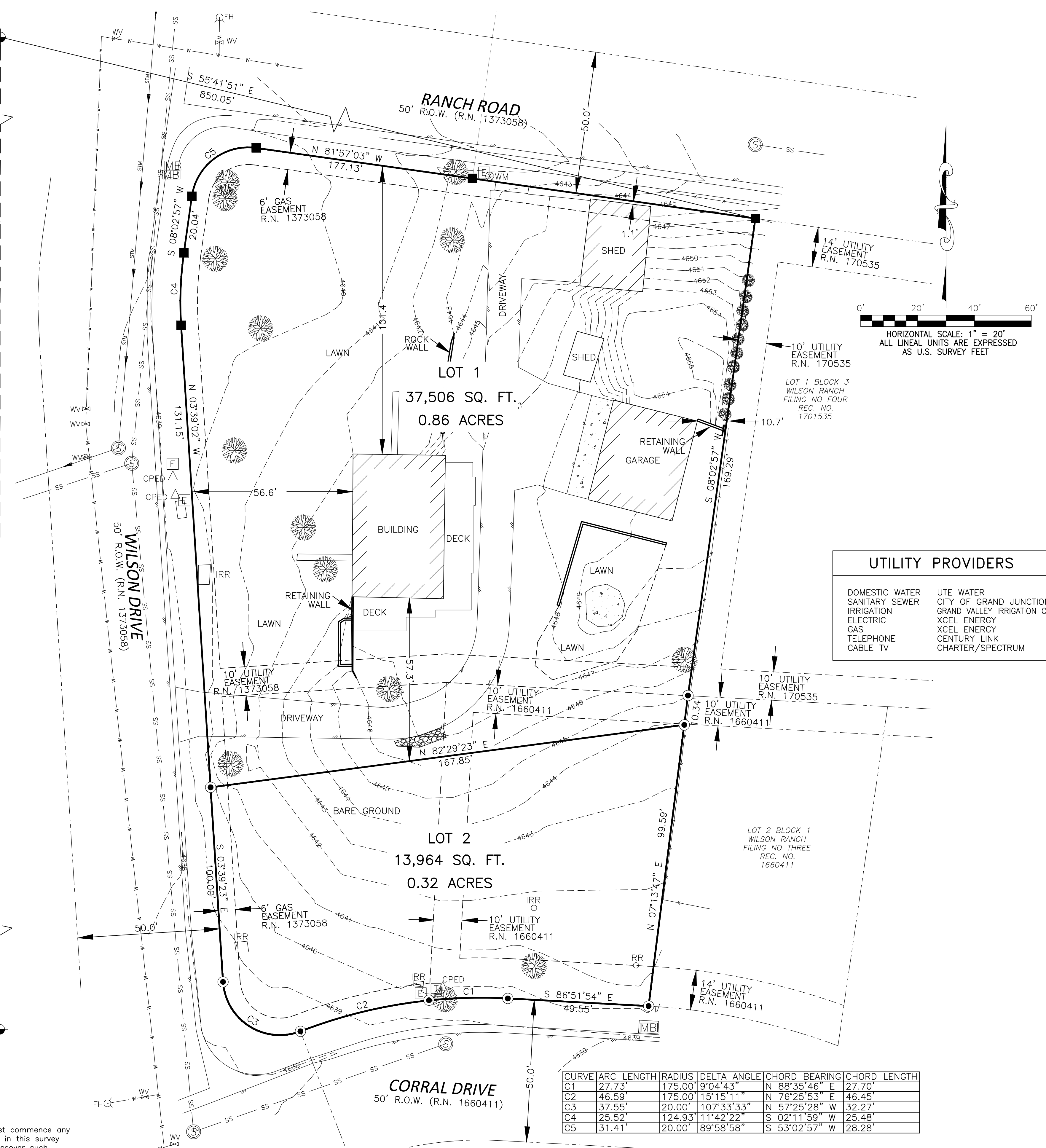
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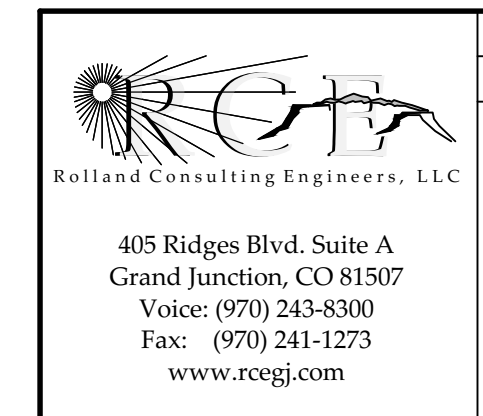


**UTILITY PROVIDERS**

DOMESTIC WATER UTE WATER  
SANITARY SEWER CITY OF GRAND JUNCTION  
IRRIGATION CITY OF GRAND JUNCTION IRRIGATION CO.  
ELECTRIC XCEL ENERGY  
GAS XCEL ENERGY  
TELEPHONE CENTURY LINK  
CABLE TV CHARTER/SPECTRUM

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.73'	175.00'	9°04'43"	N 88°35'46" E	27.70'
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BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES.



**SITE & COMPOSITE PLAN  
DAUGHTERY SIMPLE SUBDIVISION**

IN THE SE 1/4 SECTION 34,  
T1N, R1W OF THE UTE MERIDIAN, IN THE  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn JAM	Designed JAM	Checked JLG	Proj# BB466	Rc:	Sheet 1
File Name: C:\PROJECTS\BB466\BB466-COMPOSITE.DWG			Date 11/6/18	Of 1	

# CITY OF GRAND JUNCTION

(03-21-12)

## SURVEYOR VERIFICATION INITIAL SUBMITTAL CHECKLIST

(GS = GRAPHIC STANDARDS      F = FEATURES)

Plat Name DAUGHERTY SIMPLE SUBDIVISION

Yes      N/A

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 1. A legible scale is indicated and a graphic bar scale included (GS A)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Drawing size is 24"x36" (GS B)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Margins; 2" minimum left, 1" top, 1/2" bottom and right, minimum (GS B)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Minimum text height is 0.08" lower case letter height (GS R)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Limits of platted parcel are depicted with a bold, heavy line weight (GS E)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. North arrow appears on each sheet (GS I)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. All abbreviations and symbols used on the plat listed in a legend (GS M,N)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. Match lines used for multiple sheet plats (GS P)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. A graphical key index map for multiple sheet plats (GS P)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Legible site/vicinity map (all major streets or roads within 1/2 mile radius) (F 26)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. All section, 1/4 section and 1/16 section lines within the plat or used for control are drawn with lightly dashed lines and accurately described (GS K) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. Plat name in large bold characters in top center of sheet (GS K)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. Plat name cannot begin with "The", "A", "Replat" or numerals (GS K)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. All descriptive references shall be placed beneath the plat name (GS K)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 15. Crosshatching, if used, neat and legible and doesn't obscure text (GS E)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 16. Replats shall not depict existing lots, tracts or parcels (F 27)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 17. Improvement survey meeting State and City requirements (F 1)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 18. All recorded and apparent rights-of-way and easements are depicted (F 2a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 19. Indicate the source for the recorded easements and rights-of-way (F 2b)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 20. Book and page recording information for easements and rights-of-way (F 2b)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 21. Easements and rights-of-way completely dimensioned (F 2c)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 22. Easements and rights-of-way dimensioned to lot lines and boundaries (F 2c)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 23. All easements identified on the Plat (f 2D)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 24. Blanket easements noted with all recording information noted (F 2e)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 25. All dimensions necessary to establish boundaries in field (F 21)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 26. Statement that survey was performed under responsible charge of surveyor (F 22)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 27. All interior "excepted" parcels labeled as "NOT PLATTED HEREON" (F 23)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 28. A written statement describing the Basis of Bearings (F 3a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

	Yes	N/A
29. Basis of Bearings line graphically depicted and tied to boundary of plat (F 3b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30. Boundary monuments fully described with size, composition and markings (F 4b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
31. Boundary monuments no further than 1400' apart (F 4c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
32. Monuments set at all angle points and at the beginning and end of curves (F 4f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33. Witness corners set on line or prolongation thereof (f 4g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34. Two reference monuments for each corner if not set on line or extension (F 4g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35. Control monuments shown and identified (F 4h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36. Monuments set at the boundary intersection of newly dedicated rights-of-way (F 4i)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37. Description references the City, County and State (F 5a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38. Description references the Section, Township, Range and Meridian (F 5a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. Descriptions for replats include recording information of prior plat (F 5b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40. Descriptions for replats include reference to lots and blocks being replatted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
41. Description and boundary is complete and has a mathematical closure of +/- 0.01' (F 5c, 20a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
42. The Point of Commencement and Beginning clearly indicated (F 5d)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43. Conflicts from adjoining descriptions shown and method of resolution noted (F 7a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
44. Physical evidence of boundary conflicts noted (F 7b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
45. Recorded boundary agreements noted and recording information included	<input type="checkbox"/>	<input checked="" type="checkbox"/>
46. Dedication language matching approved City Model Language and corresponds with items such as new easements labeled on the plat (GS 2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
47. Consent to subordination for all known lienholders (F 8a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
48. Notary statement for all known lienholders (F 8b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
49. The record owner(s) signature(s) which shall be notarized (F 9a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
50. Statement by owner `that all lienholders appear hereon' or “there are no lienholders of record” (F 9b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51. Total area of lands being platted noted in acres or square feet (F 10a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
52. Summary table provided, including percentage of the whole (F 10c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
53. Adjoining subdivisions noted with plat title and recording information (F 11a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
54. If Plat includes a portion of a previously recorded plat, sufficient ties to controlling lines (F 11b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55. All adjoining recorded and apparent easements depicted (F 11c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
56. All adjoining recorded and apparent rights-of-way depicted (F 11c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
57. Width and use of adjoining rights-of-way, easements and reservations (F 11d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	N/A
58. Recording information for adjoining rights-of-way, easements & reservations (F 11a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
59. Tabular data of lines and curves on applicable sheet, if possible (F 28)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
60. Vertical datum must be referenced to NAVD88, unless otherwise pre-approved (F 12a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
61. Horizontal data shall be the Mesa County Local Coordinate System, unless otherwise pre-approved (F 12b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
62. Title block contains the Section, Township, Range and Meridian (F 13a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
63. The name of the plat appears in the title block (F 13b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
64. Every revision must be dated and noted in the title block (F 13c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
65. All curves must show the delta, arc length, radius, chord bearing and length (F 14a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
66. All non-tangent curves must be identified and labeled (including table data) (F 14b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
67. Blocks and lots numbered consecutively (F 15a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
68. Additional filings, when contiguous, must continue with sequential numbering of lots and blocks from previous filings (F 15b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
69. City Model language on the plat for the City Manager and Mayor to sign (GS T, F 16a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
70. City Model language on the plat for the Title Company to sign (GS T, F 17)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
71. City Model language on the plat for the Clerk and Recorder's certificate (GS T, F 16b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
72. City Model language on the plat for any lienholder to sign (GS T, F 8)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
73. Proper language on the plat for the Owner(s) to sign (GS T, F 9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
74. Proper language on the Surveyor to sign and seal (GS T, F 6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
75. A "City Use Block" provided for City personnel to use (F 30)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**INTERNAL STAFF ITEMS ONLY**

76. Surveyor's Verification Form	<input type="checkbox"/>	<input type="checkbox"/>
77. Plat name does not duplicate the title of an existing plat or is not so nearly the same as an existing plat as to create confusion.	<input type="checkbox"/>	<input type="checkbox"/>
78. Legible copies provided for all documents referenced on the plat	<input type="checkbox"/>	<input type="checkbox"/>
79. Legible copies provided for all documents referenced in the title commitment	<input type="checkbox"/>	<input type="checkbox"/>
80. Legible copies provided of all recorded covenants and restrictions	<input type="checkbox"/>	<input type="checkbox"/>
81. Legible copies provided of all proposed covenants and restrictions	<input type="checkbox"/>	<input type="checkbox"/>
82. Copies of all instruments dedicating non-public easements or tracts	<input type="checkbox"/>	<input type="checkbox"/>
83. Exterior boundary monuments in place	<input type="checkbox"/>	<input type="checkbox"/>
84. Boundary monuments must be embedded in concrete	<input type="checkbox"/>	<input type="checkbox"/>
85. Alternative monumentation anchored in concrete or rock	<input type="checkbox"/>	<input type="checkbox"/>

By: JAMES MCKEW

Date: 11-7-2018

Professional Land Surveyor

P.L.S. Number 38428

## 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.<sup>1</sup> 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.<sup>2</sup>

### SECTION A

Date: Sept. 13, 2018  
Project Name: Daugherty-Simple Subdivision  
Project Street Address: 750 Wilson Dr.; 2560 Corral Drive  
Assessor's Tax Parcel Number: #270134405004; #270134414006  
Project Owner Name: Elsa M. L. Daugherty  
City or County project file #: \_\_\_\_\_  
Name of Water Purveyor: UTE Water  
Applicant Name/Phone Number: Elsa Daugherty (970)250-4162  
Applicant E-mail: daughouse@aol.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 Code<sup>3</sup> 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 Packet<sup>4</sup>. 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:  
See the attached map.

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:  
See the attached flow test results.

[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:  
Robert Yates - Fire Hydrants Division Date: September 14, 2018

Contact phone/E-mail of Water Supplier: hydrant@utewater.org (970) 256-2882

\*\*\*\*\*

**Note:** Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer<sup>5</sup> 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.

<sup>1</sup> 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.  
<sup>2</sup> Address: City – 250 N 5th St, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502  
<sup>3</sup> International Fire Code, 2012 Edition  
<sup>4</sup> <http://www.gjcity.org/residents/public-safety/fire-department/fire-prevention-and-contractors/>  
<sup>5</sup> 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:** 9/14/18 1:00 pm

<u>NFPA Classification:</u>	
Blue	AA
2429.71	

**Work Order:** 770  
**Operator:** Robert/Dusty

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

**Test Hydrant:** 2815  
**Address:** 738 RANCH RD  
**Cross Street:**  
**Location:**  
**District:**  
**Sub-Division:**

**Latitude:** 709525.387  
**Longitude:** 4332000.495  
**Elevation:** 4645.14  
**State X / Y:** \_\_\_\_\_ / \_\_\_\_\_

**Pumpers:**

**Nozzles:**

**Open Dir:**

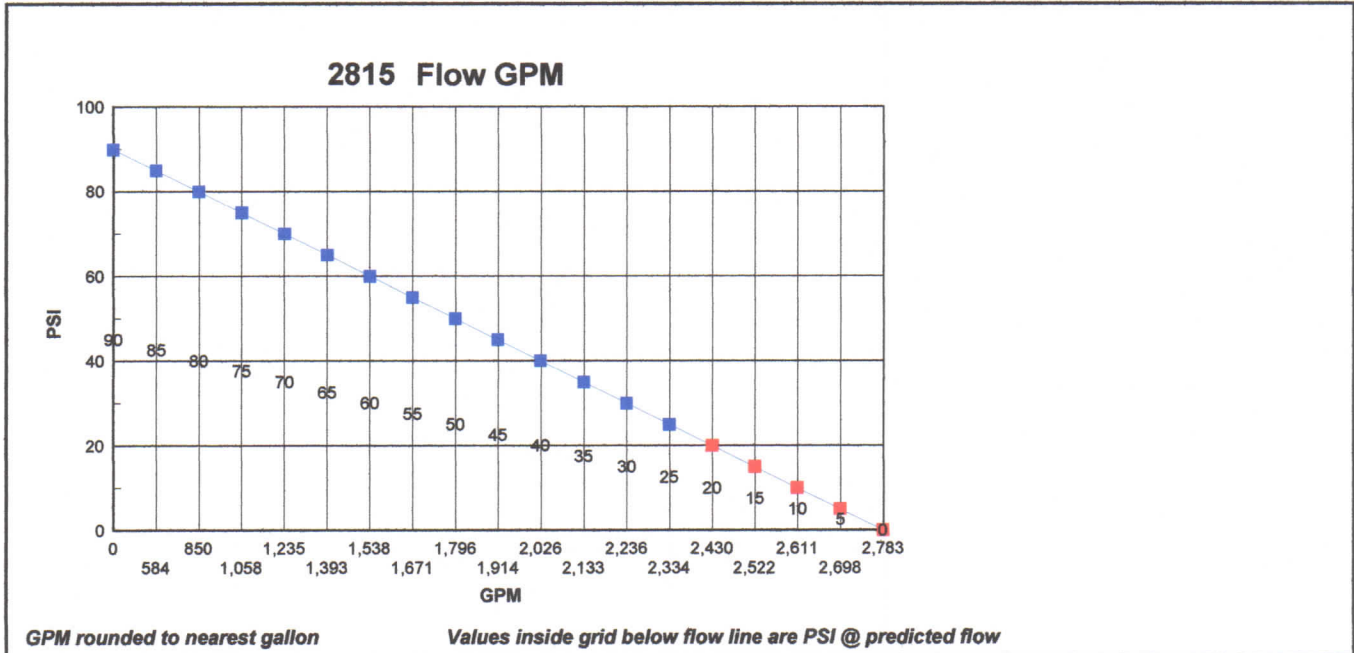
**Manuf:** Mueller  
**Model:** Centurion 5 1/4

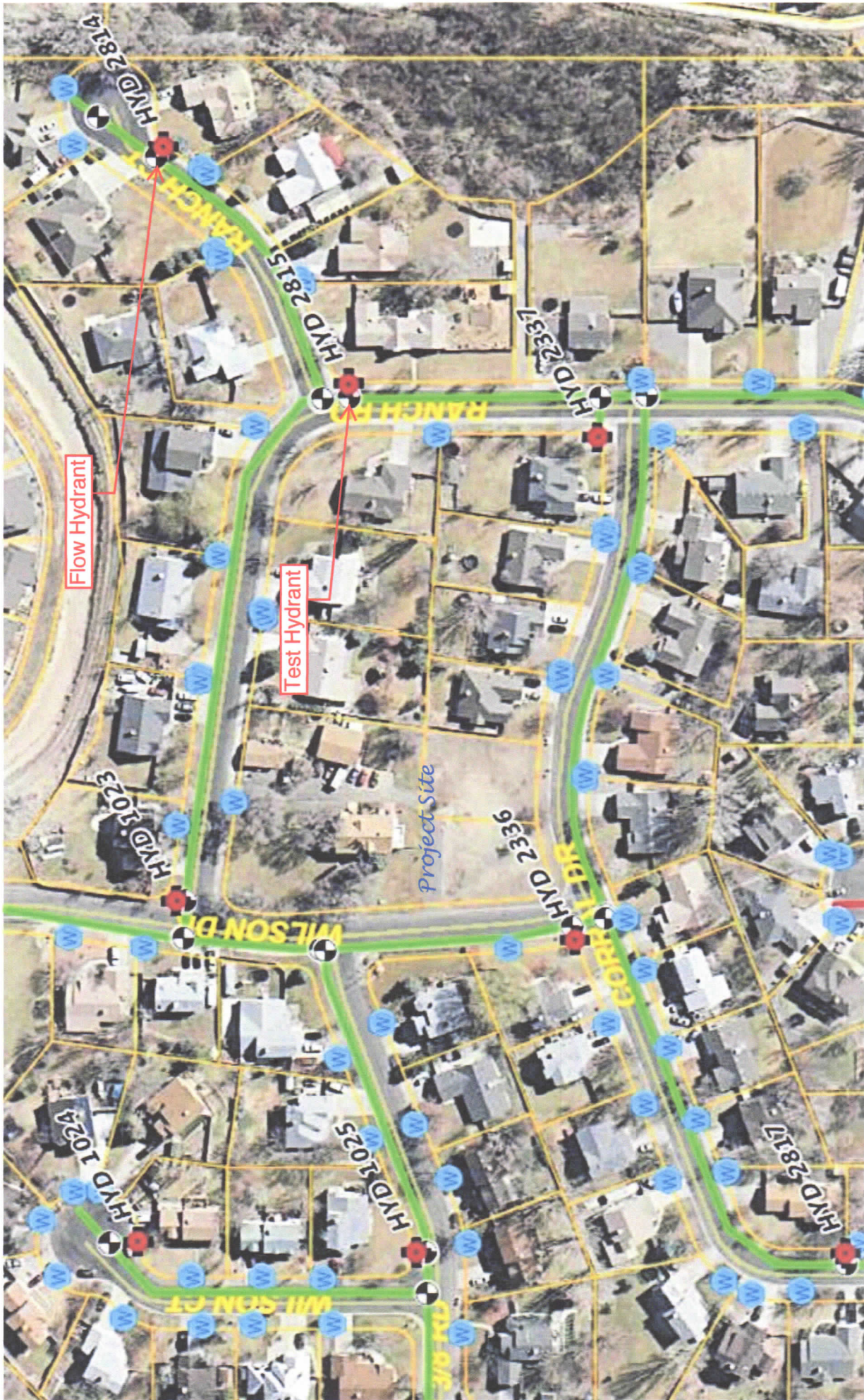
**Installed:** 01/01/1993  
**Main Size:** 0.00

**Vandal Proof:**  
**Bury Depth:** 0.00

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	2814	2.5" Hose Monster	2.50	1131.47	5657.36
2:					
3:					
4:					
5:					

<b>Pitot / Nozzle PSI:</b> 45.00	<b>Total Gallons Used:</b> 5657.36
<b>Static PSI:</b> 90.00	<b>Max GPM during test:</b> 1,131.47
<b>Residual PSI:</b> 73.00	<b>Elapsed Time Min:Sec:</b> 5 : 0
<b>Percent Drop:</b> 18.89	<b>Predicted GPM @ 20 PSI:</b> 2429.71





Flow Hydrant

Test Hydrant

Project Site

HYD 2814

HYD 2815

HYD 2337

HYD 1023

HYD 2336

HYD 1024

HYD 1025

HYD 2817

WILSON DR

COBBLE HILL DR

RANCH FR

WILSON CT

310 RD

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Elsa M. L. Daugherty, am the owner of the following real property:

(b) <u>750 Wilson Drive</u> <u>Book 1824 Page 431</u>	<u>2560 Corral Drive</u> <u>Book 2955 Page 289</u>	<u>746 Wilson Drive</u> <u>Book 1826 Page 809</u>
--	---	--

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):

[Empty box for other owners]

I have reviewed the application for the (d) 750 Wilson Drive boundary adjustment 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: *Elsa M. L. Daugherty*

Printed name of owner: Elsa M. L. Daugherty

State of CO

County of Mesa ) ss.

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

by Elsa M. L. Daugherty

Witness my hand and seal.

My Notary Commission expires on 10/21/18

GABRIELLA STOCKTON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20024022533  
My Commission Expires October 21, 2018

*Gabriella Stockton*  
Notary Public Signature

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

GNT DEVELOPMENT CORP.

A COLORADO CORPORATION

whose address is \_\_\_\_\_ MESA \_\_\_\_\_ and State of \_\_\_\_\_  
County of COLORADO  
TWENTY THOUSAND AND 00/100\*\*\*\*\* for the consideration of \_\_\_\_\_  
Dollars,

in hand paid, hereby sell(s) and convey(s) to  
ELSA M. L. DAUGHERTY

Recorder's Stamp

1564597 01:47 PM 03/06/91  
MONIKA TODD CLK&REC MESA COUNTY CO.  
DDC \$ 2.00

BOOK 1826 PAGE 809  
809

\_\_\_\_\_ , whose address is  
2561 G 1/2 ROAD  
GRAND JUNCTION, CO 81505  
COLORADO \_\_\_\_\_ County of MESA and State of \_\_\_\_\_  
in the \_\_\_\_\_ County of MESA and State of Colorado, the following real property situate  
and State of Colorado, to-wit:

Lot 2 in Block Three of  
WILSON RANCH FILING NO. ONE,  
Mesa County, Colorado.

Together with any and all water, water rights, ditch and ditch rights-of-way  
thereunto appertaining and used in connection therewith.

Property address: VACANT LOT-746 WILSON DRIVE, GRAND JUNCTION, CO 81505  
with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions,  
reservations, rights-of-way of record; 1991 taxes due and payable in 1992 and  
all subsequent taxes and assessments.

Signed this \_\_\_\_\_ 1st day of \_\_\_\_\_ MARCH \_\_\_\_\_, 19 \_\_\_\_\_ 91

*GNT Development Corp.*

*Thomas E. Folkestad*

GNT DEVELOPMENT CORP., Thomas E. Folkestad, VP

A COLORADO CORPORATION

Nancy E. Kissner, Secretary/Treasurer

BY:



\_\_\_\_\_ COLORADO  
County of \_\_\_\_\_ MESA } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ 1st day of MARCH

19 91, by GNT DEVELOPMENT CORP., A COLORADO CORPORATION BY: Thomas E. Folkestad,  
My commission expires MARCH 21, 19 91 Vice President, and Nancy E.

Witness my hand and official seal.

*Patricia A. Cheedle*

Notary Public  
PATRICIA A. CHEEDLE

Statutory Deed with warranties—joint tenancy (Section 118-1-13 and 118-2-1 Colorado Revised  
Statutes 1993, as amended 1981).

\*If joint tenancy is not desired, strike the phrase between the asterisks.

91-2-120

Deed form furnished by

WESTERN COLORADO TITLE CO.  
243-3078 521 ROOD AVENUE BOX 178  
GRAND JUNCTION, COLORADO 81501



Sheila Reimer, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 9/13/18  
By: \_\_\_\_\_ Deputy Clerk

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

GNT DEVELOPMENT CORP.,

A COLORADO CORPORATION

Recorder's Stamp

BOOK 1824 PAGE 431

whose address is \_\_\_\_\_  
County of \_\_\_\_\_ MESA and State of  
COLORADO for the consideration of  
EIGHTY FIVE THOUSAND AND 00/100\*\*\*\*\*  
Dollars,

1563304 09:44 AM 02/15/91  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC \$ 8.50

in hand paid, hereby sell(s) and convey(s) to

ELSA M. L. DAUGHERTY

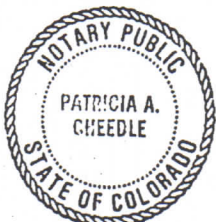
\_\_\_\_\_, whose address is  
2561 G 1/2 ROAD  
GRAND JUNCTION, CO 81505, County of \_\_\_\_\_ MESA and State of  
COLORADO \*in joint tenancy\*, the following real property situate  
in the \_\_\_\_\_ County of \_\_\_\_\_ MESA and State of Colorado, to-wit:

Lot 1 in Block Three,  
in Wilson Ranch Filing No. One,  
Mesa County, Colorado.

Together with any and all water, water rights, ditch and ditch rights-of-way  
thereunto appertaining and used in connection therewith.

Property address: 2561 G 1/2 ROAD, GRAND JUNCTION, CO 81505  
with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions,  
reservations, rights-of-way of record; 1991 taxes due and payable in 1992 and  
all subsequent taxes and assessments.

Signed this 12th day of FEBRUARY, 1991



*W.D. Garrison Pres.*  
W. D. GARRISON, PRESIDENT  
GNT DEVELOPMENT CORP.  
*Nancy E. Kissner*  
NANCY E. KISSNER, SECRETARY/TREASURER  
A COLORADO CORPORATION

STATE OF COLORADO } ss  
County of \_\_\_\_\_ MESA }  
The foregoing instrument was acknowledged before me this 12th day of FEBRUARY  
1991, by GNT DEVELOPMENT CORP., A COLORADO CORPORATION BY: W. D. GARRISON,  
My commission expires MARCH 21 1991 PRESIDENT & NANCY E.  
Witness my hand and official seal. \_\_\_\_\_ KISSNER, SECRETARY/TREASURER  
*Patricia A. Cheedle*  
Notary Public  
PATRICIA A. CHEEDLE

Statutory Deed with warranties—joint tenancy (Section 118-1-13 and 118-2-1 Colorado Revised Statutes 1953, as amended 1961).

\*If joint tenancy is not desired, strike the phrase between the asterisks.

91-1-123

Deed form furnished by  
WESTERN COLORADO TITLE CO.  
243-3070 521 HOOD AVENUE BOX 178  
GRAND JUNCTION, COLORADO 81501

Shofie Reimer, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 2/13/91 BY: [Signature] Deputy Clerk

**WARRANTY DEED**

Grantor(s).  
GNT DEVELOPMENT CORP.,  
a Colorado Corporation

whose address is Grand Junction,  
County of Mesa, State of

Colorado, for the consideration of  
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION  
(\$10.00 and 00/100-----) dollars, in hand paid, hereby sell(s)

and convey(s) to ELSA M.L. DAUGHERTY and JAMES P. SWARTZENDRABER,  
as joint tenants  
whose legal address is 750 Wilson Drive, Grand Junction, CO 81505

County of Mesa, and State of Colorado

the following real property in the said County of Mesa, and State of  
Colorado, to wit:

Lot 1,  
Block 1  
WILSON RANCH FILING NO. THREE

BOOK 2107 PAGE ~~644~~ 623  
1699371 09:53 AM 10/28/94  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT  
CC

THIS DEED IS BEING RECORDED TO CORRECT A PREVIOUSLY  
RECORDED DEED WITH AN INCORRECT LEGAL DESCRIPTION.

also known by street and number as

with all its appurtenances, and warrant(s) the title to the same, subject to current year real property  
taxes and all subsequent taxes, special assessments, easements,  
covenants and rights of way of record, if any.

Signed this 26th day of October, 1994 GNT DEVELOPMENT CORP.,  
a Colorado Corporation

C O R P O R A T E  
S E A L

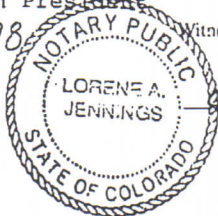
BY: W. D. GARRISON, President

STATE OF COLORADO.

County of Mesa } ss.

The foregoing instrument was acknowledged before me this 26th day of October, 1994  
by GNT Development Corp., a Colorado Corporation,  
By: W. D. Garrison President

My commission expires 3/31/98. Witness my hand and official seal.



*Lorene A. Jennings*  
Notary Public

\*If in Denver, insert "City and."

Sheila Reiner, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 11/3/98 By: [Signature] Deputy Clerk

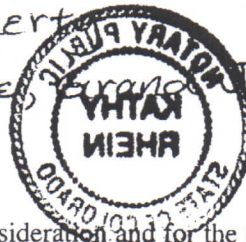
LF298-04

2023924 11/07/01 1242PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$10.00  
DOCUMENTARY FEE \$NO FEE

### QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 7<sup>th</sup> day of November, 2001 (year),

by first party, Grantor, James P. Swartzendruber  
whose post office address is 750 Wilson Drive, Grand Junction, CO 81505  
to second party, Grantee, Elsa M. L. Daugherty  
whose post office address is 750 Wilson Drive, Grand Junction, CO 81505



WITNESSETH, That the said first party, for good consideration and for the sum of no Dollars (\$ 0.00 )  
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release  
and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first  
party has in and to the following described parcel of land, and improvements and appurtenances thereto in  
the County of Mesa, State of Colorado to wit:

Lot 1  
Block 1  
Wilson Ranch Filing No. Three  
Mesa County, Colorado

The Real Property or its address is commonly  
known as 2560 Corral Drive, Grand Junction,  
CO. 81505



Sheila Reiner, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 11/3/01 By: [Signature] Deputy Clerk



IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Signature of Witness

*James P Swartzendruber*  
Signature of First Party

Print name of Witness

*JAMES P SWARTZENDRUBER*  
Print name of First Party

Signature of Witness

Signature of First Party

Print name of Witness

Print name of First Party

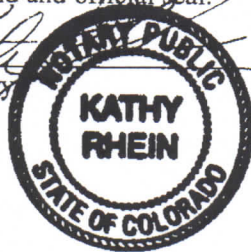
State of *COLORADO*

County of *MESA*

On *November 7, 2001* before me,

appeared *JAMES PAUL SWARTZENDRUBER* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature of Notary



Affiant  Known  Produced ID  
Type of ID *COOL & 95107-0865*  
(Seal)

My Commission Expires 4/27/2002

State of  
County of

On before me,

appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature of Notary

Affiant  Known  Produced ID  
Type of ID \_\_\_\_\_  
(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer

*#10.00 kb  
Bisa Haugherty  
750 Wilson Dr  
A-5*

# MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R018943  
Parcel 270134414006

Certificate Number 72449  
Acres 0.000  
Order Number  
Vendor ID  
ELSA M L DAUGHERTY  
750 WILSON DR, GRAND JUNCTION, CO 81505

Assessed To  
DAUGHERTY ELSA M L  
750 WILSON DR  
GRAND JUNCTION, CO 81505-9549

Legal Description						Situs Address
LOT 1 BLK 1 WILSON RANCH FIL NO THREE SEC 34 IN 1W + AN UNDIV INT IN P.O.S. FIL ONE						2560 CORRAL DR
Year	Tax	Interest	Fees	Payments	Balance	
<b>Tax Charge</b>						
2017	\$332.28	\$0.00	\$0.00	(\$332.28)	\$0.00	
Total Tax Charge						\$0.00
<b>Grand Total Due as of 11/02/2018</b>						<b>\$0.00</b>

Tax Billed at 2017 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.2540000	\$1.19	SINGLE FAMILY	\$65,000	\$4,680
MESA CNTY ROAD & BRIDGE-GRA	0.2215000	\$1.04	LAND		
CITY OF GRAND JUNCTION	8.0000000	\$37.44	Total	\$65,000	\$4,680
GRAND RIVER MOSQUITO CTRL	1.4520000	\$6.80			
GRAND VALLEY DRAINAGE DIST	1.7440000	\$8.16			
LIBRARY DISTRICT	3.0210000	\$14.14			
MESA COUNTY	11.8030000	\$55.22			
COUNTY ROAD & BRIDGE-1/2 LE	0.2215000	\$1.04			
SCHOOL DIST #51 GEN	29.7630000	\$139.30			
SCHOOL DIST# 51 BOND	10.1400000	\$47.45			
SCHOOL DIST# 51 2017 OVERRI	3.8810000	\$18.16			
UTE WATER CONSERVANCY	0.5000000	\$2.34			
Taxes Billed 2017	71.0010000	\$332.28			

All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER, MESA COUNTY, JANICE RICH




Mesa County Treasurer  
Dept. 5027 - PO Box 20,000  
544 Road Ave, Room 100  
Grand Junction CO 81502-5001

# MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R018906  
Parcel 270134405004

Certificate Number 72448  
Acres 0.000  
Order Number  
Vendor ID  
ELSA M L DAUGHERTY  
750 WILSON DR, GRAND JUNCTION, CO 81505

Assessed To  
DAUGHERTY ELSA M L  
750 WILSON DR  
GRAND JUNCTION, CO 81505-9549

<b>Legal Description</b>	<b>Situs Address</b>
LOTS 1 + 2 BLK 3 WILSON RANCH FIL NO ONE SEC 34 IN 1W + AN UNDIV INT IN P.O.S. FIL ONE	750 WILSON DR

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2017	\$1,917.72	\$0.00	\$0.00	(\$1,917.72)	\$0.00
<b>Total Tax Charge</b>					<b>\$0.00</b>
<b>Grand Total Due as of 11/02/2018</b>					<b>\$0.00</b>

Tax Billed at 2017 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.2540000	\$6.86	SINGLE FAMILY	\$97,500	\$7,020
MESA CNTY ROAD & BRIDGE-GRA	0.2215000	\$5.98	LAND		
CITY OF GRAND JUNCTION	8.0000000	\$216.08	SINGLE FAMILY IMP	\$277,660	\$19,990
GRAND RIVER MOSQUITO CTRL	1.4520000	\$39.22	Total	\$375,160	\$27,010
GRAND VALLEY DRAINAGE DIST	1.7440000	\$47.11			
LIBRARY DISTRICT	3.0210000	\$81.60			
MESA COUNTY	11.8030000	\$318.80			
COUNTY ROAD & BRIDGE-1/2 LE	0.2215000	\$5.98			
SCHOOL DIST#51 GEN	29.7630000	\$803.89			
SCHOOL DIST# 51 BOND	10.1400000	\$273.88			
SCHOOL DIST# 51 2017 OVERRI	3.8810000	\$104.82			
UTE WATER CONSERVANCY	0.5000000	\$13.50			
<b>Taxes Billed 2017</b>	<b>71.0010000</b>	<b>\$1,917.72</b>			

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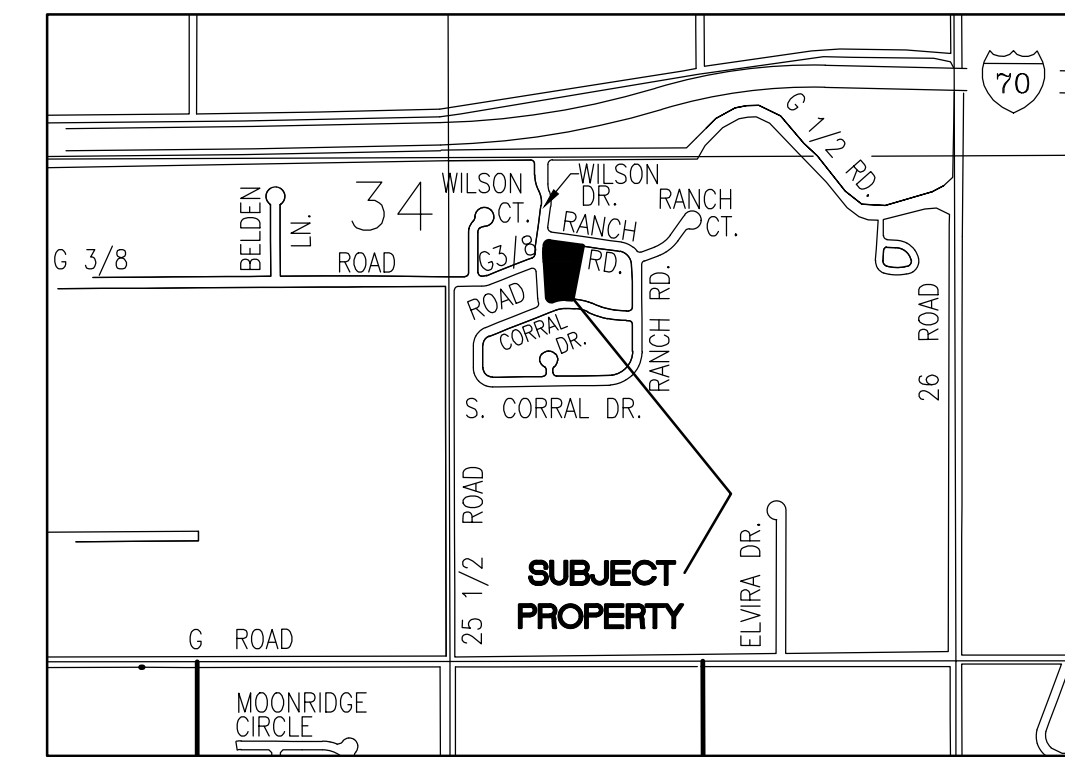
TREASURER, MESA COUNTY, JANICE RICH




Mesa County Treasurer  
Dept. 5027 - PO Box 20,000  
544 Road Ave, Room 100  
Grand Junction CO 81502-5001

# IMPROVEMENT SURVEY PLAT

BLOCK 3, LOTS 1 & 2, WILSON RANCH FILING NO. ONE (RECEPTION NUMBER 1373058) AND  
 BLOCK 1, LOT 1, WILSON RANCH FILING NO. THREE (RECEPTION NUMBER 1660411)  
 IN THE SE 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST,  
 OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



VICINITY MAP

## LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED LS-38877, -0.2' BELOW GROUND
- FOUND 5/8" REBAR WITH 1.5" PLASTIC CAP MARKED LS-0960, -0.3 BELOW GROUND
- SET 5/8" REBAR & 2" ALLOY CAP MARKED PLS-38428 0.2' ABOVE GROUND
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- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- R.N. RECEPTION NUMBER
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- LS PROFESSIONAL LICENSED SURVEYOR
- P.O.B. POINT OF BEGINNING
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- R RANGE
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- ST STREET
- T TOWNSHIP
- U.M. UTE MERIDIAN
- WM WATER METER
- FH FIRE HYDRANT
- WV WATER VALVE
- W BURIED WATER LINE
- SS BURIED SANITARY SEWER LINE
- STM BURIED STORM SEWER LINE
- IRR BURIED IRRIGATION LINE
- T BURIED TELEPHONE LINE
- G BURIED GAS LINE
- EXISTING EDGE OF ASPHALT PAVEMENT
- SANITARY SEWER MANHOLE
- ELECTRICAL VAULT
- △ COMMUNICATIONS PEDISTALE
- IRR IRRIGATION CONTROL VALVE
- T ELECTRICAL TRANSFORMER
- MB MAILBOX

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## GENERAL NOTES

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the South 1/4 Corner of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
- Title information is from Mesa County Real Property Records. No title commitment was provided by the owner.
- All corners found within 0.25 feet of calculated position were accepted.
- Underground irrigation lines based on surface facilities and as-built drawings.

## BENCHMARK

MCSM 802-1, the C 1/4 CORNER OF SECTION 34, T1N, R1W, UTE MERIDIAN, ELEVATION = 4664.39 (NAVD 88) AS DETERMINED BY GPS USING THE MESA COUNTY COORDINATE SYSTEM.

## SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

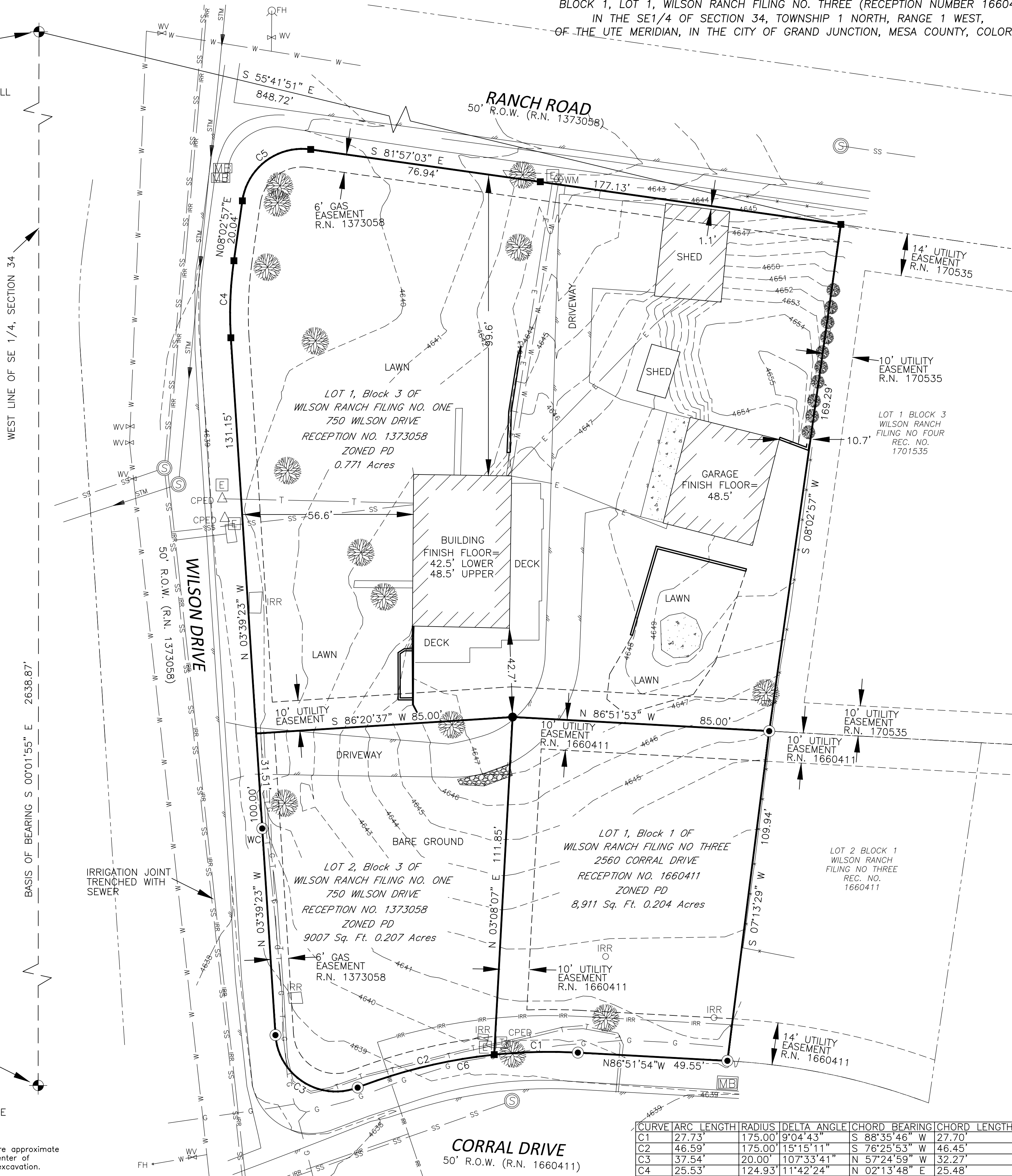
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



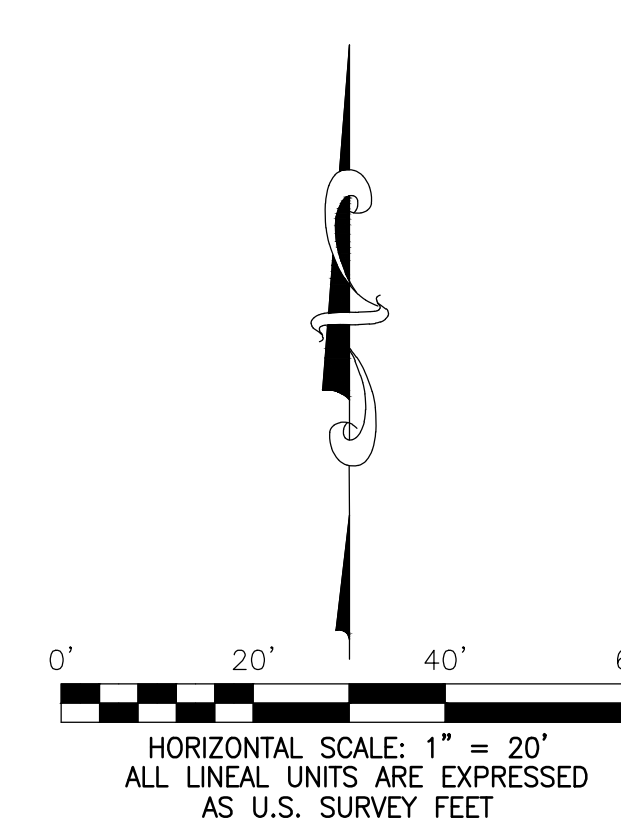
James A. McKew  
 Professional Land Surveyor  
 P.L.S. No. 38428

LAND SURVEY DEPOSIT NO. \_\_\_\_\_  
 DEP. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FILING DATE: \_\_\_\_\_

		<b>IMPROVEMENT SURVEY PLAT</b> LOT 1&2 WILSON RANCH FILING NO. ONE LOT 1 WILSON RANCH FILING NO. THREE FOR ELSA M. L. DAUGHERTY IN THE SE 1/4 SECTION 34, T1N, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.roegj.com	Drawn JAM Designed JAM Checked JLG Proj# BB466 Rv: _____ Sheet 1	Date 2/5/19 Of 1	File Name: C:\PROJECTS\BB466\BB466ISP.DWG



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.73'	175.00'	9°04'43"	S 88°35'46" W	27.70'
C2	46.59'	175.00'	15°15'11"	S 76°25'53" W	46.45'
C3	37.54'	20.00'	107°33'41"	N 57°24'59" W	32.27'
C4	25.53'	124.93'	11°42'24"	N 02°13'48" E	25.48'
C5	31.41'	20.00'	89°58'58"	N 53°02'57" E	28.28'
C6	74.32'	175.00'	24°19'55"	S 80°58'08" W	73.76'



MCSM#802-1  
 C 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP IN WELL  
 -0.16 BELOW GRADE  
 B.M. ELEV= 4664.39

MCSM#77-1  
 S 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP  
 IN WELL  
 -0.96 BELOW GRADE

NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

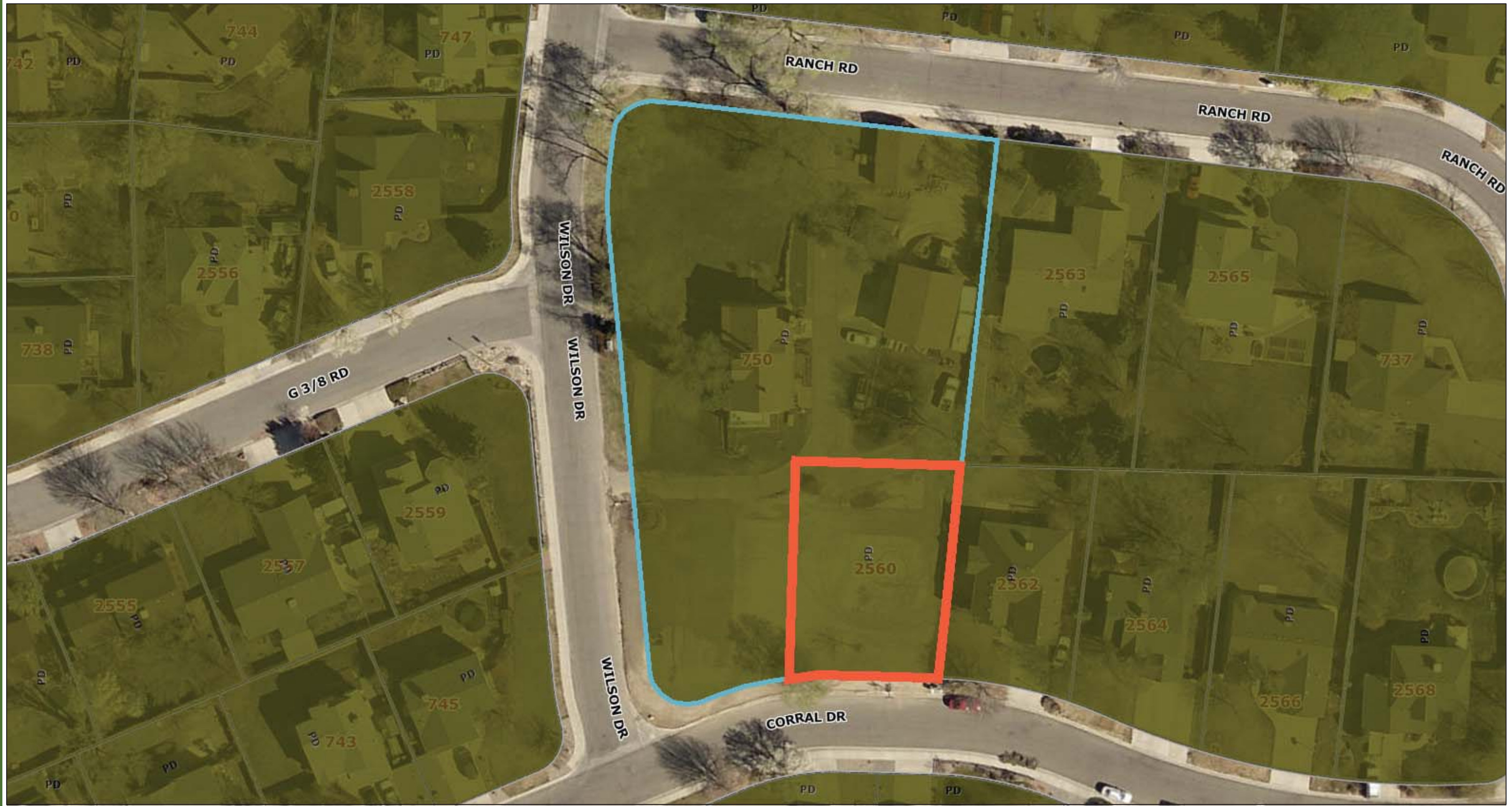
# Site Map



Date: 3/7/2019

1 inch = 47 feet

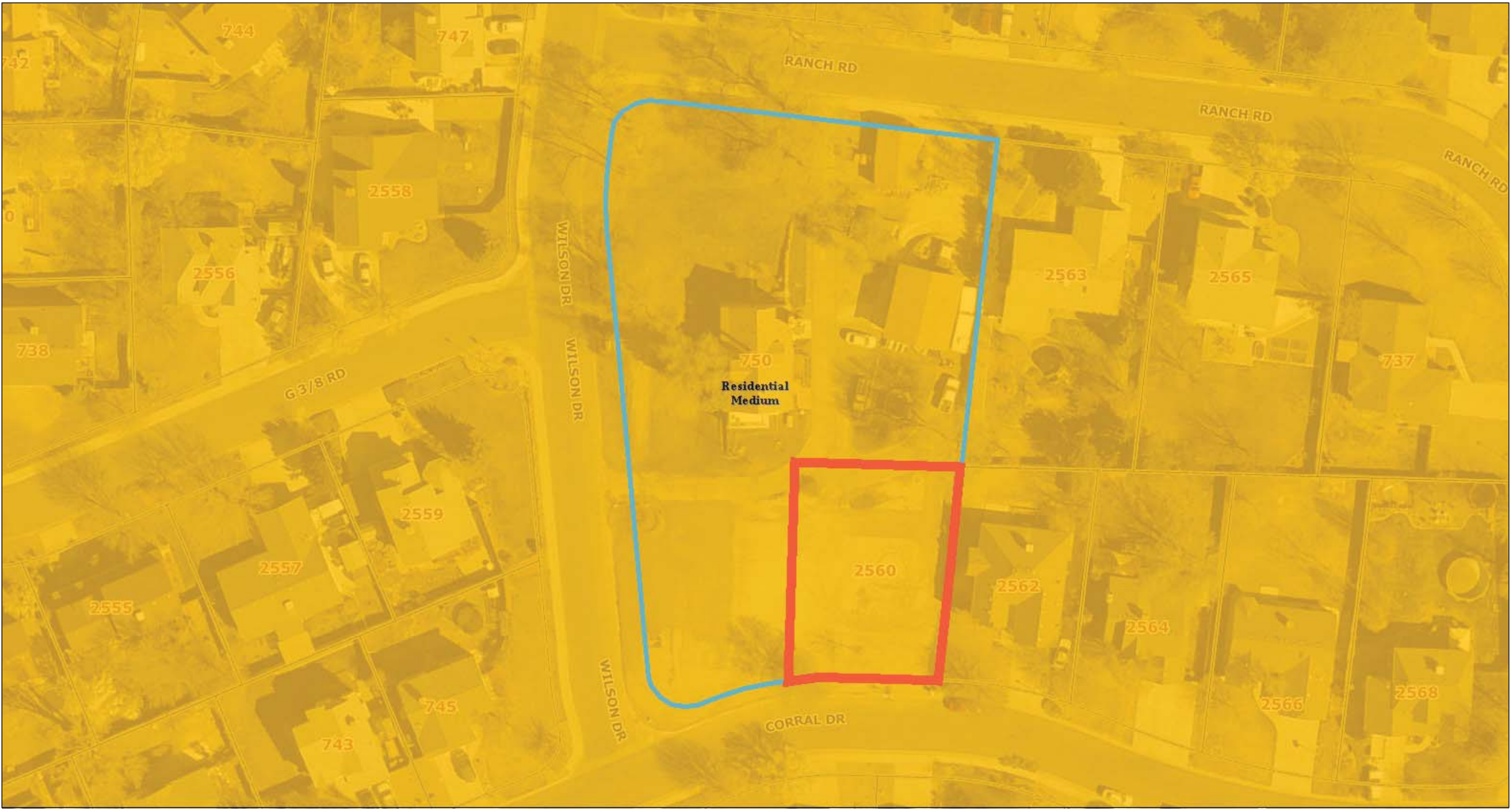
# Zoning Map



Date: 3/7/2019

1 inch = 47 feet

# Future Land Use Map



Date: 3/7/2019

1 inch = 47 feet

## 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: Daugherty - Simple Subdivision

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

Existing Land Use Designation  Existing Zoning   
 Proposed Land Use Designation  Proposed Zoning

### Property Information

Site Location: 750 Wilson Dr.; 2560 Corral Drive Site Acreage: ± 1.18 acres  
 Site Tax No(s): #270134405004; #270134414006 Site Zoning: PD (R-4 default)  
 Project Description: Boundary line adjustment

### Property Owner Information

Name: Elsa M L Daugherty  
 Street Address: 750 Wilson Dr.  
 City/State/Zip: Grand Jct, CO 81505  
 Business Phone #: (970) 250-4162  
 E-Mail: daughouse@aol.com  
 Fax #: N/A  
 Contact Person: Elsa Daugherty  
 Contact Phone #: (970) 250-4162

### Applicant Information

Name: Elsa M L Daugherty  
 Street Address: 750 Wilson Dr.  
 City/State/Zip: Grand Junction CO 81505  
 Business Phone #: (970) 250-4162  
 E-Mail: daughouse@aol.com  
 Fax #: N/A  
 Contact Person: Elsa  
 Contact Phone #: (970) 250-4162

### Representative Information

Name: ROLLAND CONSULTING ENG.  
 Street Address: 405 RIDGES BLVD.  
 City/State/Zip: GRAND JCTN, CO 81507  
 Business Phone #: 970 243 8300  
 E-Mail: JODIE@RCEGJ.COM  
 Fax #: 970-241-1273  
 Contact Person: JODIE GREIN  
 Contact Phone #: (970) 243 8300

**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 Elsa M L Daugherty

Date 11/6/2015

Signature of Legal Property Owner Elsa M L Daugherty

Date 11/6/2015



**GENERAL PROJECT REPORT  
FOR  
DAUGHERTY SIMPLE SUBDIVISION**

750 Wilson Drive  
Grand Junction, Colorado

Prepared for:

Elsa M.L. Daugherty  
750 Wilson Drive  
Grand Junction, Colorado

November 7, 2018

**A. Project Description**

1. Location: This project is located at 750 Wilson Drive. in the Wilson Ranch Subdivision F1 and F3, Grand Junction.
2. Acreage: The total of all 3 properties is 1.182 acres.
3. Proposed use: The property is zoned PD (R-4 Default) the owner is proposing a Simple Subdivision into 2 lots from the existing 3 Lots. The 2 lot layout will provide for all of the existing improvements to be located on one Lot and leave a single buildable second Lot on the southern portion of the property.

**B. Public Benefit**

This project will provide a single lot with the current improvements and a second buildable residential lot that will fit with the character of the existing neighborhood and zoning.

**C. Neighborhood Meeting**

This development does not involve any rezone or Growth Plan Amendments and is less than 35 lots.

**D. Project Compliance, Compatibility, and Impact**

1. NA – No changes to Zoning or variances are being requested.
2. The land use in the surrounding area is residential medium, which this project is consistent with.
3. Site access will be off Wilson Drive and Corral Drive as it currently exists.
4. All public utilities are available to the site. On the northern lot they are currently installed, on the southern lot the service taps will be the responsibility of the developer of the lot at that time. There are 2 existing fire hydrants along Wilson drive that are directly across the street from the site and within 200 feet of the site.
5. This project would impose no special demands on utilities. Utility providers are as follows:

Fire -	Grand Junction Fire Department
Water (Domestic) -	Ute Water Conservation Dist.
Sewer -	City of Grand Junction
Gas & Electric -	Xcel Energy
Phone -	Century Link
Cable -	Charter / Spectrum

6. This project will not involve any construction and will result in one less developable Lot in the Wilson Ranch Subdivision.
7. We do not believe there will be any adverse impacts to site geology.
8. NA (hours of operation do not apply to this residential project)
9. NA (number of employees does no apply to this project)
10. There is no proposed signage with this project.

**11. Code review criteria-**

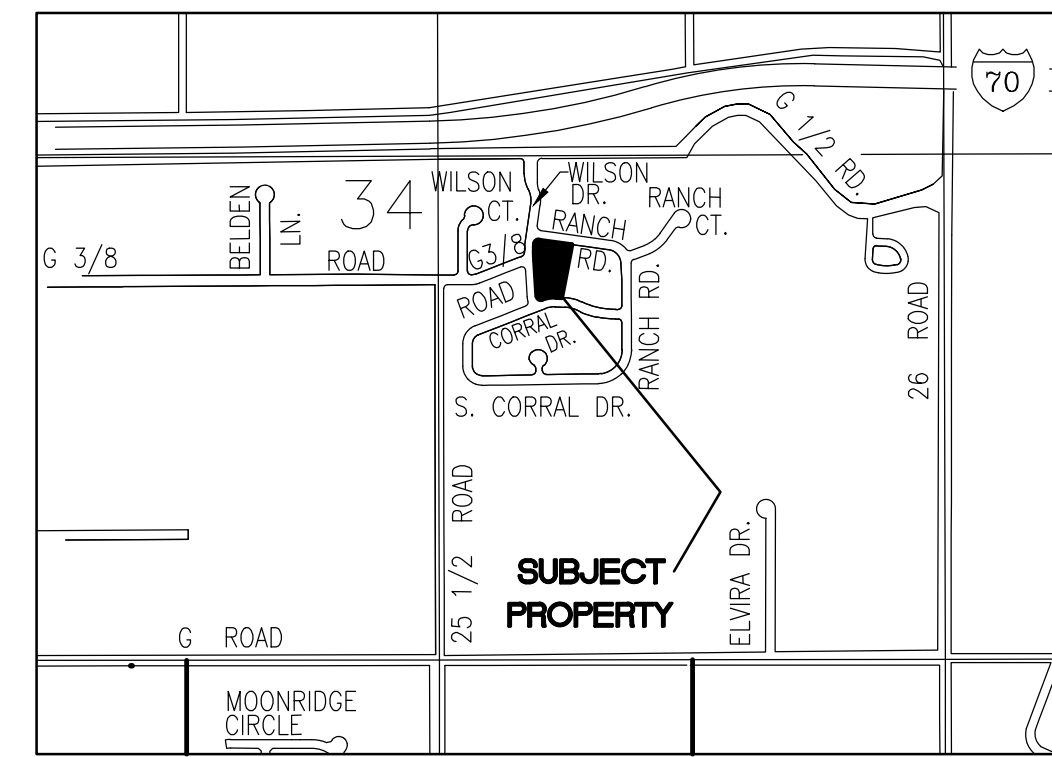
- a. This Simple Subdivision is in conformance and will allow future conformance with the Growth Plan, major street plan, Urban Trails Plan and other adopted plans.
- b. This Simple Subdivision has been designed in conformance with the applicable Subdivision standards in Chapter 6.
- c. This Simple Subdivision has been designed in conformance with the applicable Zoning standards of Chapter 3.
- d. This Simple Subdivision has been designed with other standards and requirements of the Zoning and Development Code.
- e. Public facilities and services are in close proximity to this development available along the frontage of Wilson Drive and Corral Drive.
- f. This project will have little or no adverse impacts upon the natural or social environment.
- g. The development is compatible with the existing development on adjacent properties. All adjacent properties are residential medium.
- h. There are no adjacent agricultural properties or land uses that will be harmed.
- i. This Simple Subdivision is an infill project consistent with the growth plan and will allow future development.
- j. No easement modifications are being proposed with this project.
- k. This Simple Subdivision will not cause any new burden of improvements or maintenance for the City

**E. Development Schedule and Phasing:**

It is anticipated that the final plat will be obtained in December of 2013 and the new lots marketed shortly there after.

# IMPROVEMENT SURVEY PLAT

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VICINITY MAP

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- MCSM MESA COUNTY SURVEY MARKER
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- R.N. RECEPTION NUMBER
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- LS PROFESSIONAL LICENSED SURVEYOR
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- Title information is from Mesa County Real Property Records, and the title policy by ?????????????? Company, Commitment No. ??????????, Commitment Date ????????

## BENCHMARK

MCSM 802-1, THE C 1/4 CORNER OF SECTION 34, T1N, R1W, UTE MERIDIAN, ELEVATION = 4664.39 (NAVD 88) AS DETERMINED BY GPS USING THE MESA COUNTY COORDINATE SYSTEM.

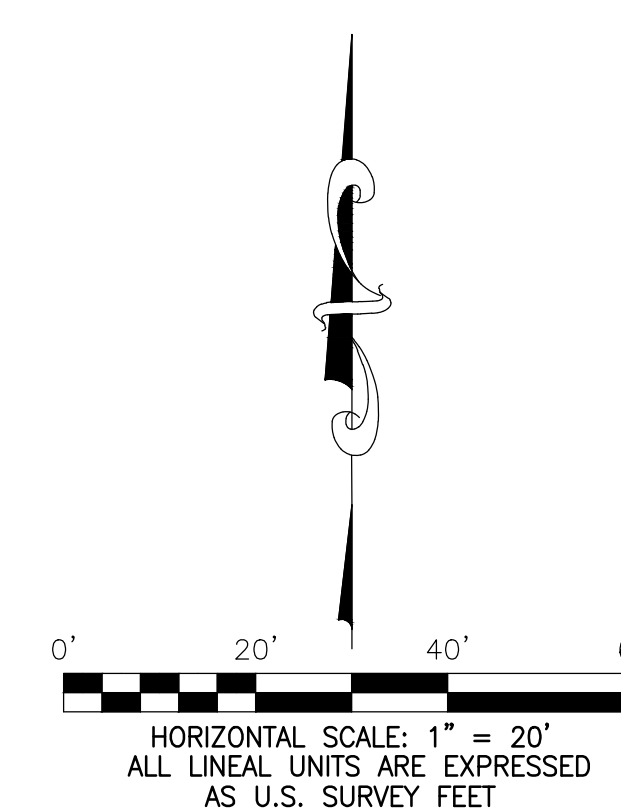
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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

James A. McKew  
 Professional Land Surveyor  
 P.L.S. No. 38428  
 Date \_\_\_\_\_

LAND SURVEY DEPOSIT NO. \_\_\_\_\_  
 DEP. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FILING DATE: \_\_\_\_\_



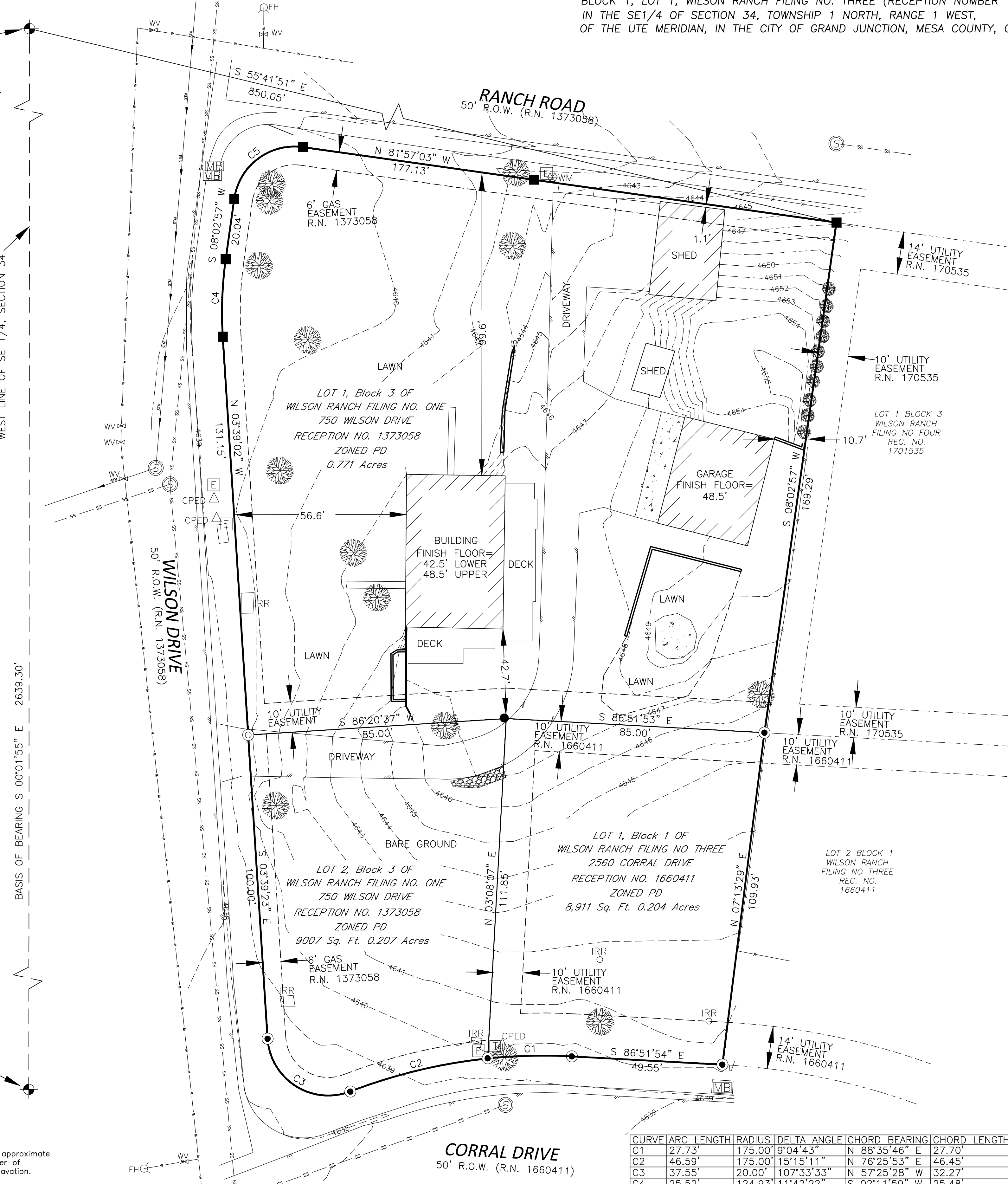
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MCSM#802-1  
 C 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP IN WELL  
 -0.16 BELOW GRADE  
 B.M. ELEV= 4664.39

MCSM#77-1  
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**IMPROVEMENT SURVEY PLAT**  
 LOT 1&2 WILSON RANCH FILING NO. ONE  
 LOT 1 WILSON RANCH FILING NO. THREE  
 FOR ELSA M. L. DAUGHERTY  
 IN THE SE 1/4 SECTION 34,  
 T1N, R1W OF THE UTE MERIDIAN, IN THE  
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

405 Ridges Blvd. Suite A  
 Grand Junction, CO 81507  
 Voice: (970) 243-8300  
 Fax: (970) 241-1273  
 www.rcegi.com

Drawn JAM	Designed JAM	Checked JLG	Proj# BB466	Rc:	Sheet 1
File Name: C:\PROJECTS\BB466\BB466ISP.DWG				Date 11/6/18	Of 1

# DAUGHERTY SIMPLE SUBDIVISION

A REPLAT OF BLOCK 3, LOTS 1 & 2, WILSON RANCH FILING NO. ONE (RECEPTION NUMBER 1373058) AND BLOCK 1, LOT 1, WILSON RANCH FILING NO. THREE (RECEPTION NUMBER 1660411) IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

## OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

Elsa M L Daugherty, is the owner of the parcel as demonstrated by warranty deed recorded at Reception No. 1564597, 1563304 and 2023924 in the Office of the Mesa County Clerk and Recorder, said parcels being that certain tract of land in the SE 1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

750 Wilson Drive, Grand Junction, Colorado, 81505.

Description from Deed;

Lot 1 in Block Three, in Wilson Ranch Filing No. One, Mesa County, Colorado and Lot 2 in Block Three of Wilson Ranch Filing No. One, Mesa County, Colorado.

2560 Corral Drive, Grand Junction, Colorado, 81505.

Description from Deed;

Lot 1, Block 1, Wilson Ranch Filing No. Three, Mesa County, Colorado 81505

Said Owner has by these presents laid out, platted and subdivided the above described real property into Lots, as shown hereon, and designated the same as DAUGHERTY SIMPLE SUBDIVISION, in the City of Grand Junction, County of Mesa, State of Colorado:

There are no lienholders of record.

IN WITNESS WHEREOF, said owner has caused her name to be hereunto subscribed this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

by Elsa M L Daugherty, owner

STATE OF COLORADO)

COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

My commission expires: \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

FOR CITY OF GRAND JUNCTION USE

All proposed fencing within the subdivision shall be in accordance with Section 21.04.040 (i) (4) of the Zoning and Development Code.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

COUNTY OF MESA ) ss

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_M., this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ and is duly recorded as Reception

Number \_\_\_\_\_

inclusive. Drawer No. \_\_\_\_\_

Clerk and Recorder \_\_\_\_\_

Deputy \_\_\_\_\_

Fees \_\_\_\_\_

## TITLE CERTIFICATION

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

Date: \_\_\_\_\_

by: \_\_\_\_\_

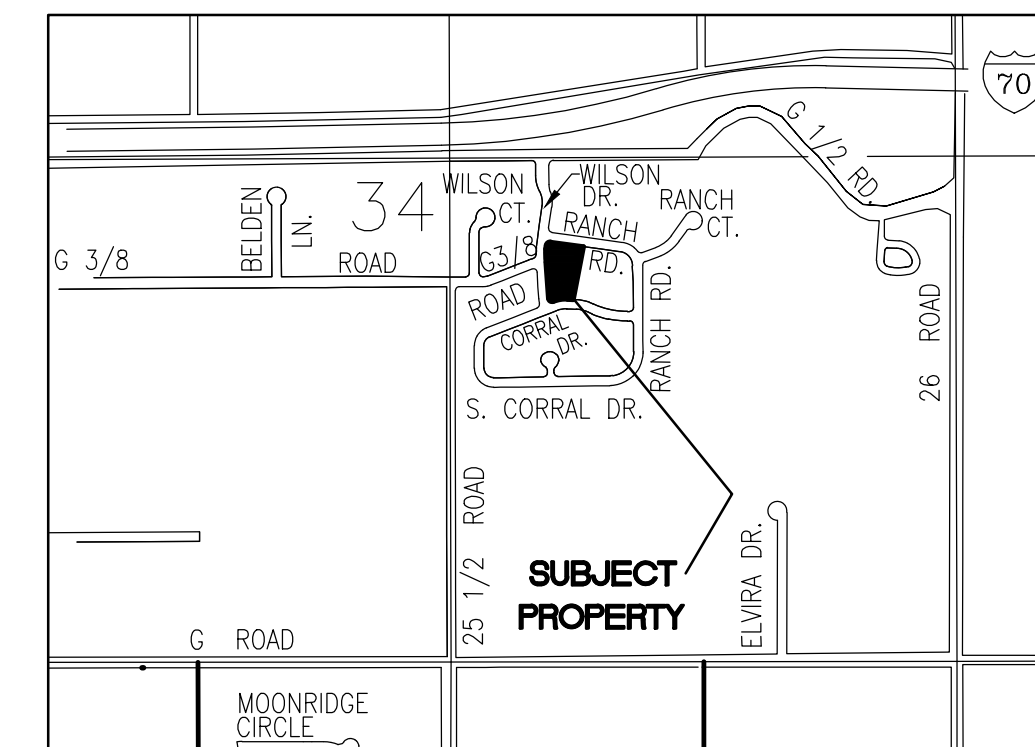
???????????????????? Company

## CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

Mayor \_\_\_\_\_

City Manager \_\_\_\_\_



VICINITY MAP  
NTS

## GENERAL NOTES

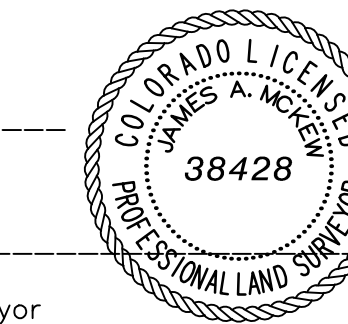
- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the the South 1/4 Corner of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
- Title information is from Mesa County Real Property Records, and the title policy by ????????????????????? Company, Commitment No. ?????????????????????, Commitment Date ?????????????????????.
- Lots 1 & 2 of Block 3 of WILSON RANCH FILING NO. ONE are subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for WILSON RANCH FILING NO. ONE as recorded July 26, 1991 in Book 1848 at Page 791. Lot 1 of Block 1 of WILSON RANCH FILING NO. THREE is subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for WILSON RANCH FILING NO. TWO AND THREE as recorded June 01, 1993 in Book 1981 at Page 5.
- Installation of sewer and water services to the new lot will not occur as part of the lot split subdivision. The home builder for the new lot will be responsible to pay the tap fees and have the sewer and water services constructed.

## SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying DAUGHERTY SIMPLE SUBDIVISION, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

James A. McKew  
Professional Land Surveyor  
P.L.S. No. 38428



		<b>DAUGHERTY SIMPLE SUBDIVISION</b>	
Rolland Consulting Engineers, LLC 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.rcegi.com		A REPLAT OF A REPLAT OF WILSON RANCH FILING NO ONE AND THREE REF NO. 1373058 AND 1660411 IN THE SE1/4 SECTION 34, T1N, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn JAM	Designed JAM	Checked JLG	Proj# BB466
File Name: C:\PROJECTS\BB466\BB466-PLAT.DWG	Date 11/6/18	Sheet 1	Of 2

# DAUGHERTY SIMPLE SUBDIVISION

A REPLAT OF BLOCK 3, LOTS 1 & 2, WILSON RANCH FILING NO. ONE (RECEPTION NUMBER 1373058) AND BLOCK 1, LOT 1, WILSON RANCH FILING NO. THREE (RECEPTION NUMBER 1660411) IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

## LEGEND AND ABBREVIATIONS

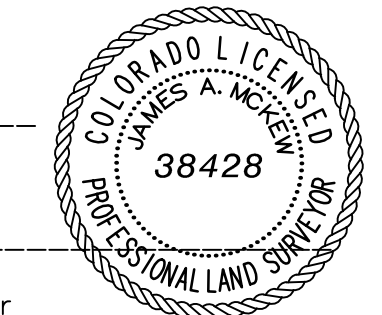
- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED LS-38877, -0.2' BELOW GROUND
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED PLS-38428 0.2' ABOVE GROUND
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- R.N. RECEPTION NUMBER
- PG PAGE
- LS PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PLS PROFESSIONAL LAND SURVEYOR
- R RANGE
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- ST STREET
- T TOWNSHIP
- U.M. UTE MERIDIAN

AREA SUMMARY			
DESCRIPTION	ACRES	SQUARE FEET	PERCENT
LOT 1	0.86	37,506	72.87%
LOT 2	0.32	13,964	27.13%
TOTAL	1.18	51,470	100.00%

## SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying DAUGHERTY SIMPLE SUBDIVISION, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



James A. McKew  
Professional Land Surveyor  
P.L.S. No. 38428

## GENERAL NOTES

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the the South 1/4 Corner of Section 34, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
- Title information is from Mesa County Real Property Records, and the title policy by ?????????????? Company, Commitment No. ??????????????, Commitment Date ??????????.
- Utility Easement along side and back lot lines of Lot 1, Filing 3 Wilson Ranch is not labeled. Easement is contiguous with 14' Utility Easement along street; however, it scales as 10' which is harmonious with the filings of Wilson Ranch.



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

CALL UTILITY NOTIFICATION CENTER OF COLORADO  
**1-800-922-1987**  
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

LAND SURVEY DEPOSIT NO. \_\_\_\_\_  
DEP. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FILING DATE: \_\_\_\_\_

<p>Rolland Consulting Engineers, LLC 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.recegi.com</p>		DAUGHERTY SIMPLE SUBDIVISION			
		<p>A REPLAT OF LOT 1&amp;2 WILSON RANCH FILING NO. ONE LOT 1 WILSON RANCH FILING NO. THREE REF. NO. 1373058 AND 1660411 IN THE SE 1/4 SECTION 34, T1N, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO</p>			
Drawn JAM	Designed JAM	Checked JLG	Proj# B8466	Rv: _____	Sheet 2
File Name: C:\PROJECTS\B8466\B8466-PLAT.DWG		Date 11/6/18	Of 2		

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.73'	175.00'	9°04'43"	N 88°35'46" E	27.70'
C2	46.59'	175.00'	15°15'11"	N 76°25'53" E	46.45'
C3	37.55'	20.00'	107°33'33"	N 57°25'28" W	32.27'
C4	25.52'	124.93'	11°42'22"	S 02°11'59" W	25.48'
C5	31.41'	20.00'	89°58'58"	S 53°02'57" W	28.28'

MCSM#802-1  
C 1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.  
3" BRASS CAP IN WELL  
-0.16 BELOW GRADE

WEST LINE OF SE 1/4, SECTION 34

BASIS OF BEARING S 00°01'55" E 2639.30'

MCSM#77-1  
S 1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.  
3" BRASS CAP  
IN WELL  
-0.96 BELOW GRADE

NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

WILSON DRIVE  
50' R.O.W. (R.N. 1373058)

RANCH ROAD  
50' R.O.W. (R.N. 1373058)

LOT 1  
37,506 SQ. FT.  
0.86 ACRES

LOT 2  
13,964 SQ. FT.  
0.32 ACRES

CORRAL DRIVE  
50' R.O.W. (R.N. 1660411)

6' GAS EASEMENT  
R.N. 1373058

10' UTILITY EASEMENT  
R.N. 1373058

6' GAS EASEMENT  
R.N. 1373058

10' UTILITY EASEMENT  
R.N. 1660411

14' UTILITY EASEMENT  
R.N. 1660411

14' UTILITY EASEMENT  
R.N. 170535

10' UTILITY EASEMENT  
R.N. 170535

10' UTILITY EASEMENT  
R.N. 170535

10' UTILITY EASEMENT  
R.N. 1660411

14' UTILITY EASEMENT  
R.N. 1660411

14' UTILITY EASEMENT  
R.N. 1660411

SEE NOTE 3

SEE NOTE 3

SEE NOTE 3

SEE NOTE 3

LOT 1 BLOCK 3  
WILSON RANCH  
FILING NO FOUR  
REC. NO.  
1701535

LOT 2 BLOCK 1  
WILSON RANCH  
FILING NO THREE  
REC. NO.  
1660411



# CITY OF GRAND JUNCTION

(03-21-12)

## SURVEYOR VERIFICATION INITIAL SUBMITTAL CHECKLIST

(GS = GRAPHIC STANDARDS      F = FEATURES)

Plat Name DAUGHERTY SIMPLE SUBDIVISION

Yes      N/A

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 1. A legible scale is indicated and a graphic bar scale included (GS A)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Drawing size is 24"x36" (GS B)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Margins; 2" minimum left, 1" top, 1/2" bottom and right, minimum (GS B)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Minimum text height is 0.08" lower case letter height (GS R)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Limits of platted parcel are depicted with a bold, heavy line weight (GS E)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. North arrow appears on each sheet (GS I)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. All abbreviations and symbols used on the plat listed in a legend (GS M,N)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. Match lines used for multiple sheet plats (GS P)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. A graphical key index map for multiple sheet plats (GS P)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Legible site/vicinity map (all major streets or roads within 1/2 mile radius) (F 26)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. All section, 1/4 section and 1/16 section lines within the plat or used for control are drawn with lightly dashed lines and accurately described (GS K) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. Plat name in large bold characters in top center of sheet (GS K)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. Plat name cannot begin with "The", "A", "Replat" or numerals (GS K)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. All descriptive references shall be placed beneath the plat name (GS K)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 15. Crosshatching, if used, neat and legible and doesn't obscure text (GS E)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 16. Replats shall not depict existing lots, tracts or parcels (F 27)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 17. Improvement survey meeting State and City requirements (F 1)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 18. All recorded and apparent rights-of-way and easements are depicted (F 2a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 19. Indicate the source for the recorded easements and rights-of-way (F 2b)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 20. Book and page recording information for easements and rights-of-way (F 2b)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 21. Easements and rights-of-way completely dimensioned (F 2c)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 22. Easements and rights-of-way dimensioned to lot lines and boundaries (F 2c)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 23. All easements identified on the Plat (f 2D)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 24. Blanket easements noted with all recording information noted (F 2e)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 25. All dimensions necessary to establish boundaries in field (F 21)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 26. Statement that survey was performed under responsible charge of surveyor (F 22)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 27. All interior "excepted" parcels labeled as "NOT PLATTED HEREON" (F 23)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 28. A written statement describing the Basis of Bearings (F 3a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |



	Yes	N/A
29. Basis of Bearings line graphically depicted and tied to boundary of plat (F 3b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30. Boundary monuments fully described with size, composition and markings (F 4b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
31. Boundary monuments no further than 1400' apart (F 4c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
32. Monuments set at all angle points and at the beginning and end of curves (F 4f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33. Witness corners set on line or prolongation thereof (f 4g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34. Two reference monuments for each corner if not set on line or extension (F 4g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35. Control monuments shown and identified (F 4h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36. Monuments set at the boundary intersection of newly dedicated rights-of-way (F 4i)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37. Description references the City, County and State (F 5a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38. Description references the Section, Township, Range and Meridian (F 5a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. Descriptions for replats include recording information of prior plat (F 5b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40. Descriptions for replats include reference to lots and blocks being replatted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
41. Description and boundary is complete and has a mathematical closure of +/- 0.01' (F 5c, 20a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
42. The Point of Commencement and Beginning clearly indicated (F 5d)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43. Conflicts from adjoining descriptions shown and method of resolution noted (F 7a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
44. Physical evidence of boundary conflicts noted (F 7b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
45. Recorded boundary agreements noted and recording information included	<input type="checkbox"/>	<input checked="" type="checkbox"/>
46. Dedication language matching approved City Model Language and corresponds with items such as new easements labeled on the plat (GS 2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
47. Consent to subordination for all known lienholders (F 8a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
48. Notary statement for all known lienholders (F 8b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
49. The record owner(s) signature(s) which shall be notarized (F 9a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
50. Statement by owner `that all lienholders appear hereon' or “there are no lienholders of record” (F 9b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51. Total area of lands being platted noted in acres or square feet (F 10a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
52. Summary table provided, including percentage of the whole (F 10c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
53. Adjoining subdivisions noted with plat title and recording information (F 11a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
54. If Plat includes a portion of a previously recorded plat, sufficient ties to controlling lines (F 11b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55. All adjoining recorded and apparent easements depicted (F 11c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
56. All adjoining recorded and apparent rights-of-way depicted (F 11c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
57. Width and use of adjoining rights-of-way, easements and reservations (F 11d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	N/A
58. Recording information for adjoining rights-of-way, easements & reservations (F 11a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
59. Tabular data of lines and curves on applicable sheet, if possible (F 28)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
60. Vertical datum must be referenced to NAVD88, unless otherwise pre-approved (F 12a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
61. Horizontal data shall be the Mesa County Local Coordinate System, unless otherwise pre-approved (F 12b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
62. Title block contains the Section, Township, Range and Meridian (F 13a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
63. The name of the plat appears in the title block (F 13b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
64. Every revision must be dated and noted in the title block (F 13c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
65. All curves must show the delta, arc length, radius, chord bearing and length (F 14a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
66. All non-tangent curves must be identified and labeled (including table data) (F 14b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
67. Blocks and lots numbered consecutively (F 15a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
68. Additional filings, when contiguous, must continue with sequential numbering of lots and blocks from previous filings (F 15b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
69. City Model language on the plat for the City Manager and Mayor to sign (GS T, F 16a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
70. City Model language on the plat for the Title Company to sign (GS T, F 17)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
71. City Model language on the plat for the Clerk and Recorder's certificate (GS T, F 16b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
72. City Model language on the plat for any lienholder to sign (GS T, F 8)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
73. Proper language on the plat for the Owner(s) to sign (GS T, F 9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
74. Proper language on the Surveyor to sign and seal (GS T, F 6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
75. A "City Use Block" provided for City personnel to use (F 30)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**INTERNAL STAFF ITEMS ONLY**

76. Surveyor's Verification Form	<input type="checkbox"/>	<input type="checkbox"/>
77. Plat name does not duplicate the title of an existing plat or is not so nearly the same as an existing plat as to create confusion.	<input type="checkbox"/>	<input type="checkbox"/>
78. Legible copies provided for all documents referenced on the plat	<input type="checkbox"/>	<input type="checkbox"/>
79. Legible copies provided for all documents referenced in the title commitment	<input type="checkbox"/>	<input type="checkbox"/>
80. Legible copies provided of all recorded covenants and restrictions	<input type="checkbox"/>	<input type="checkbox"/>
81. Legible copies provided of all proposed covenants and restrictions	<input type="checkbox"/>	<input type="checkbox"/>
82. Copies of all instruments dedicating non-public easements or tracts	<input type="checkbox"/>	<input type="checkbox"/>
83. Exterior boundary monuments in place	<input type="checkbox"/>	<input type="checkbox"/>
84. Boundary monuments must be embedded in concrete	<input type="checkbox"/>	<input type="checkbox"/>
85. Alternative monumentation anchored in concrete or rock	<input type="checkbox"/>	<input type="checkbox"/>

By: JAMES MCKEW

Date: 11-7-2018

Professional Land Surveyor

P.L.S. Number 38428

## 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.<sup>1</sup> 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.<sup>2</sup>

### SECTION A

Date: Sept. 13, 2018  
Project Name: Daugherty-Simple Subdivision  
Project Street Address: 750 Wilson Dr.; 2560 Corral Drive  
Assessor's Tax Parcel Number: #270134405004 ; #270134414006  
Project Owner Name: Elsa M. L. Daugherty  
City or County project file #: \_\_\_\_\_  
Name of Water Purveyor: UTE Water  
Applicant Name/Phone Number: Elsa Daugherty (970)250-4162  
Applicant E-mail: daughouse@aol.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 Code<sup>3</sup> 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 Packet<sup>4</sup>. 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:  
See the attached map.

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:

See the attached flow test results.

[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:

Robert Yates - Fire Hydrants Division

Date: September 14, 2018

Contact phone/E-mail of Water Supplier: hydrant@utewater.org (970) 256-2882

\*\*\*\*\*  
**Note:** Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer<sup>5</sup> 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.

<sup>1</sup> 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.

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

<sup>3</sup> International Fire Code, 2012 Edition

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

<sup>5</sup> 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:** 9/14/18 1:00 pm

<u>NFPA Classification:</u>	
Blue	AA
2429.71	

**Work Order:** 770  
**Operator:** Robert/Dusty

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

**Test Hydrant:** 2815  
**Address:** 738 RANCH RD  
**Cross Street:**  
**Location:**  
**District:**  
**Sub-Division:**

**Latitude:** 709525.387  
**Longitude:** 4332000.495  
**Elevation:** 4645.14  
**State X / Y:** \_\_\_\_\_ / \_\_\_\_\_

**Pumpers:**

**Nozzles:**

**Open Dir:**

**Manuf:** Mueller  
**Model:** Centurion 5 1/4

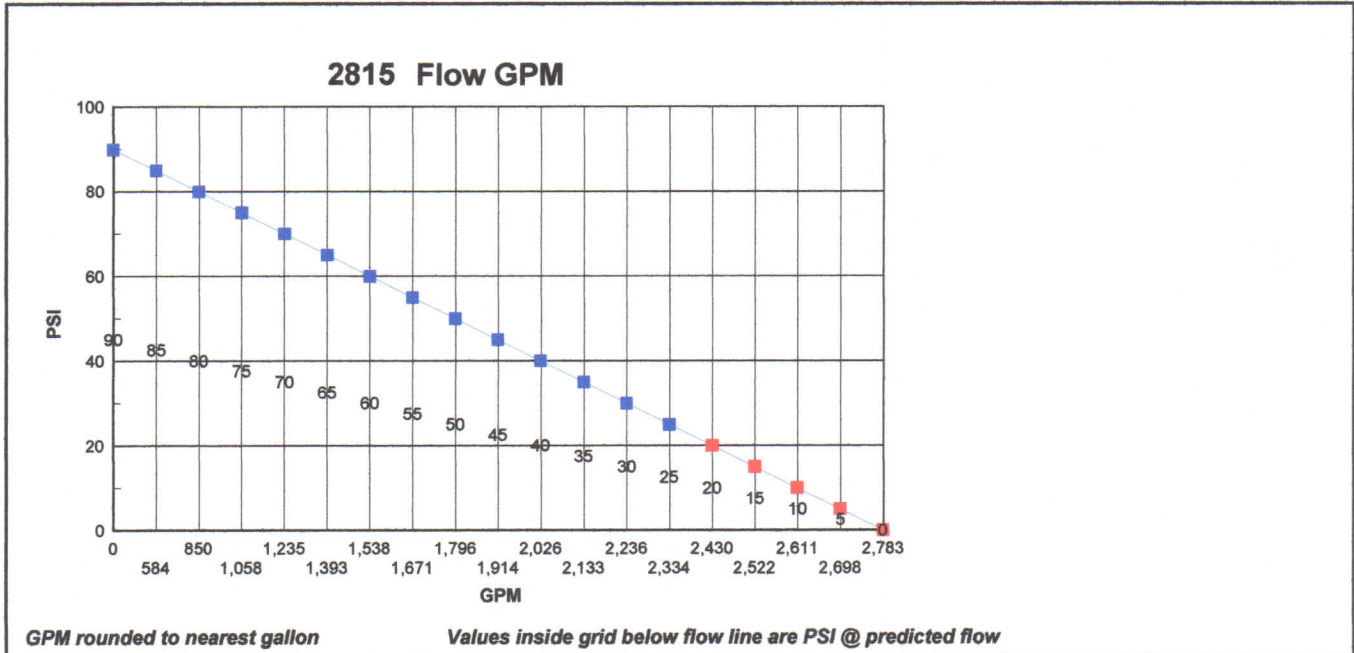
**Installed:** 01/01/1993  
**Main Size:** 0.00

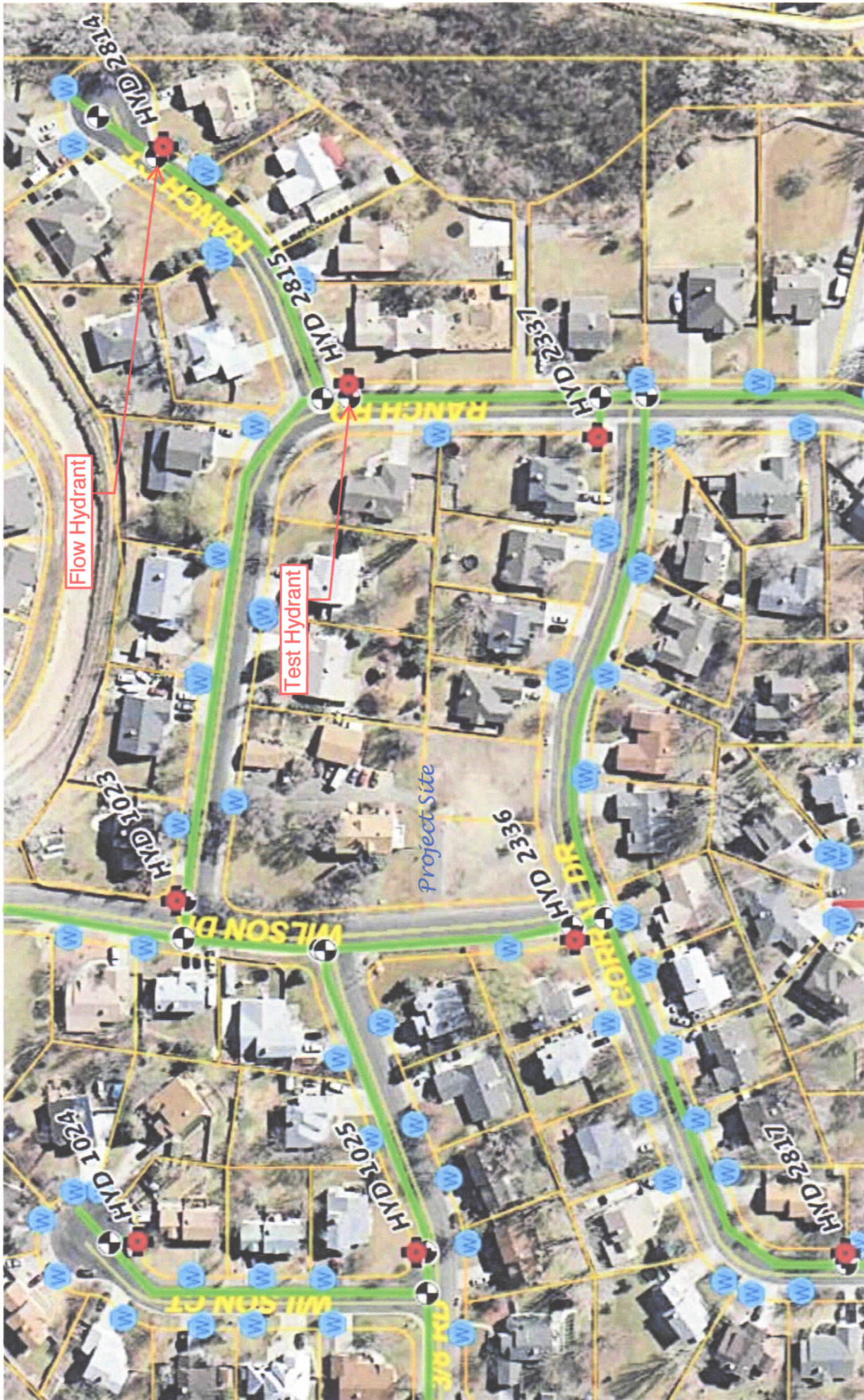
**Vandal Proof:**  
**Bury Depth:** 0.00

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	2814	2.5" Hose Monster	2.50	1131.47	5657.36
2:					
3:					
4:					
5:					

<b>Pitot / Nozzle PSI:</b> 45.00	<b>Total Gallons Used:</b> 5657.36
<b>Static PSI:</b> 90.00	<b>Max GPM during test:</b> 1,131.47
<b>Residual PSI:</b> 73.00	<b>Elapsed Time Min:Sec:</b> 5 : 0
<b>Percent Drop:</b> 18.89	<b>Predicted GPM @ 20 PSI:</b> 2429.71





Flow Hydrant

Test Hydrant

Project Site

HYD 2814

HYD 2815

HYD 2337

HYD 1023

HYD 2336

HYD 1024

HYD 1025

HYD 2817

WILSON DR

COBBLE HILL

RANCH FR

WILSON CT

310 RD

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Elsa M. L. Daugherty, am the owner of the following real property:

(b) <u>750 Wilson Drive</u> <u>Book 1824 Page 431</u>	<u>2560 Corral Drive</u> <u>Book 2955 Page 289</u>	<u>746 Wilson Drive</u> <u>Book 1826 Page 809</u>
--	---	--

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):

[Empty box for other owners]

I have reviewed the application for the (d) 750 Wilson Drive boundary adjustment 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: *Elsa M. L. Daugherty*

Printed name of owner: Elsa M. L. Daugherty

State of CO

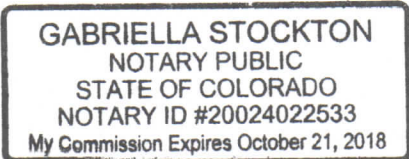
County of Mesa ) ss.

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

by Elsa M. L. Daugherty

Witness my hand and seal.

My Notary Commission expires on 10-21-18



*Gabriella Stockton*  
Notary Public Signature

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

GNT DEVELOPMENT CORP.

A COLORADO CORPORATION

whose address is \_\_\_\_\_ MESA \_\_\_\_\_ and State of \_\_\_\_\_  
County of COLORADO  
TWENTY THOUSAND AND 00/100\*\*\*\*\* for the consideration of \_\_\_\_\_  
Dollars,

in hand paid, hereby sell(s) and convey(s) to  
ELSA M. L. DAUGHERTY

Recorder's Stamp

1564597 01:47 PM 03/06/91  
MONIKA TODD CLK&REC MESA COUNTY CO.  
DDC \$ 2.00

BOOK 1826 PAGE 809  
809

\_\_\_\_\_ , whose address is  
2561 G 1/2 ROAD  
GRAND JUNCTION, CO 81505  
COLORADO \_\_\_\_\_ County of MESA and State of  
in the \_\_\_\_\_ County of MESA and State of Colorado, the following real property situate  
and State of Colorado, to-wit:

Lot 2 in Block Three of  
WILSON RANCH FILING NO. ONE,  
Mesa County, Colorado.

Together with any and all water, water rights, ditch and ditch rights-of-way  
thereunto appertaining and used in connection therewith.

Property address: VACANT LOT-746 WILSON DRIVE, GRAND JUNCTION, CO 81505  
with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions,  
reservations, rights-of-way of record; 1991 taxes due and payable in 1992 and  
all subsequent taxes and assessments.

Signed this \_\_\_\_\_ 1st day of \_\_\_\_\_ MARCH \_\_\_\_\_, 19 91

*GNT Development Corp.*

*Thomas E. Folkestad*

GNT DEVELOPMENT CORP., Thomas E. Folkestad, VP

A COLORADO CORPORATION

Nancy E. Kissner, Secretary/Treasurer

BY:



\_\_\_\_\_ COLORADO  
County of \_\_\_\_\_ MESA } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ 1st day of MARCH  
19 91, by GNT DEVELOPMENT CORP., A COLORADO CORPORATION BY: Thomas E. Folkestad,  
My commission expires MARCH 21, 19 91 Vice President, and Nancy E.  
Witness my hand and official seal. Kissner, Secretary/Treasurer

*Patricia A. Cheedle*

Notary Public  
PATRICIA A. CHEEDLE

Statutory Deed with warranties—joint tenancy (Section 118-1-13 and 118-2-1 Colorado Revised  
Statutes 1993, as amended 1981).

\*If joint tenancy is not desired, strike the phrase between the asterisks.

91-2-120

Deed form furnished by

WESTERN COLORADO TITLE CO.  
243-3078 521 ROOD AVENUE BOX 178  
GRAND JUNCTION, COLORADO 81501

Sheila Reimer, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 3/13/91  
By: \_\_\_\_\_ Deputy Clerk



Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

GNT DEVELOPMENT CORP.,

A COLORADO CORPORATION

Recorder's Stamp

BOOK 1824 PAGE 431

whose address is \_\_\_\_\_  
County of \_\_\_\_\_ MESA and State of \_\_\_\_\_  
COLORADO for the consideration of  
EIGHTY FIVE THOUSAND AND 00/100\*\*\*\*\*  
Dollars,

1563304 09:44 AM 02/15/91  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC \$ 8.50

in hand paid, hereby sell(s) and convey(s) to

ELSA M. L. DAUGHERTY

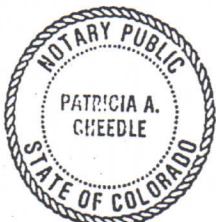
\_\_\_\_\_, whose address is  
2561 G 1/2 ROAD  
GRAND JUNCTION, CO 81505,  
County of \_\_\_\_\_ MESA and State of \_\_\_\_\_  
COLORADO \*in joint tenancy\*, the following real property situate  
in the \_\_\_\_\_ County of \_\_\_\_\_ MESA and State of Colorado, to-wit:

Lot 1 in Block Three,  
in Wilson Ranch Filing No. One,  
Mesa County, Colorado.

Together with any and all water, water rights, ditch and ditch rights-of-way  
thereunto appertaining and used in connection therewith.

Property address: 2561 G 1/2 ROAD, GRAND JUNCTION, CO 81505  
with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions,  
reservations, rights-of-way of record; 1991 taxes due and payable in 1992 and  
all subsequent taxes and assessments.

Signed this 12th day of FEBRUARY, 1991



*W. D. Garrison Pres.*  
W. D. GARRISON, PRESIDENT  
GNT DEVELOPMENT CORP.  
*Nancy E. Kissner*  
NANCY E. KISSNER, SECRETARY/TREASURER  
A COLORADO CORPORATION

STATE OF COLORADO } ss  
County of \_\_\_\_\_ MESA }  
The foregoing instrument was acknowledged before me this 12th day of FEBRUARY  
1991, by GNT DEVELOPMENT CORP., A COLORADO CORPORATION BY: W. D. GARRISON,  
My commission expires MARCH 21 1991 PRESIDENT & NANCY E.  
Witness my hand and official seal. \_\_\_\_\_ KISSNER, SECRETARY/TREASURER  
*Patricia A. Cheedle*  
Notary Public  
PATRICIA A. CHEEDLE

Statutory Deed with warranties—joint tenancy (Section 118-1-13 and 118-2-1 Colorado Revised Statutes 1953, as amended 1961).

\*If joint tenancy is not desired, strike the phrase between the asterisks.

91-1-123

Deed form furnished by  
WESTERN COLORADO TITLE CO.  
243-3070 521 ROOD AVENUE BOX 178  
GRAND JUNCTION, COLORADO 81501



Shofie Reimer, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 2/13/91 BY: \_\_\_\_\_ Deputy Clerk

**WARRANTY DEED**

Grantor(s).

GNT DEVELOPMENT CORP.,  
a Colorado Corporation

whose address is Grand Junction,

County of Mesa, State of

Colorado, for the consideration of  
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION  
(\$10.00 and 00/100-----) dollars, in hand paid, hereby sell(s)

and convey(s) to ELSA M.L. DAUGHERTY and JAMES P. SWARTZENDRABER,  
as joint tenants

whose legal address is 750 Wilson Drive, Grand Junction, CO 81505

County of Mesa, and State of Colorado

the following real property in the said County of Mesa, and State of

Colorado, to wit:

Lot 1,  
Block 1  
WILSON RANCH FILING NO. THREE

BOOK 2107 PAGE ~~644~~ 623  
94

1699371 09:53 AM 10/28/94  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT  
CC

THIS DEED IS BEING RECORDED TO CORRECT A PREVIOUSLY  
RECORDED DEED WITH AN INCORRECT LEGAL DESCRIPTION.

also known by street and number as

with all its appurtenances, and warrant(s) the title to the same, subject to current year real property  
taxes and all subsequent taxes, special assessments, easements,  
covenants and rights of way of record, if any.

Signed this 26th day of October, 1994 GNT DEVELOPMENT CORP.,  
a Colorado Corporation

C O R P O R A T E  
S E A L

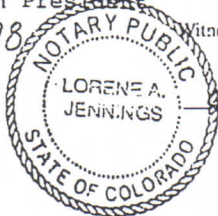
BY: W. D. GARRISON, President

STATE OF COLORADO.

County of Mesa } ss.

The foregoing instrument was acknowledged before me this 26th day of October, 1994  
by GNT Development Corp., a Colorado Corporation,  
By: W. D. Garrison President

My commission expires 3/31/98. Witness my hand and official seal.



*Lorene A. Jennings*  
Notary Public

\*If in Denver, insert "City and."

Sheila Reiner, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 11/3/98 By: [Signature] Deputy Clerk

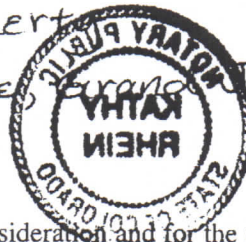
LF298-04

2023924 11/07/01 1242PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$10.00  
DOCUMENTARY FEE \$NO FEE

### QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 7<sup>th</sup> day of November, 2001 (year),

by first party, Grantor, James P. Swartzendruber  
whose post office address is 750 Wilson Drive, Grand Junction, CO 81505  
to second party, Grantee, Elsa M. L. Daugherty  
whose post office address is 750 Wilson Drive, Grand Junction, CO 81505



WITNESSETH, That the said first party, for good consideration and for the sum of no Dollars (\$ 0.00 )  
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release  
and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first  
party has in and to the following described parcel of land, and improvements and appurtenances thereto in  
the County of Mesa, State of Colorado to wit:

Lot 1  
Block 1  
Wilson Ranch Filing No. Three  
Mesa County, Colorado

The Real Property or its address is commonly  
known as 2560 Corral Drive, Grand Junction,  
CO. 81505



Sheila Reiner, Clerk and Recorder of Mesa County certifies this to be a full,  
true and correct copy of the original recorded document in my custody.  
Date: 11/3/01 By: [Signature] Deputy Clerk

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Signature of Witness

James P Swartzendruber  
Signature of First Party

Print name of Witness

JAMES P SWARTZENDRUBER  
Print name of First Party

Signature of Witness

Signature of First Party

Print name of Witness

Print name of First Party

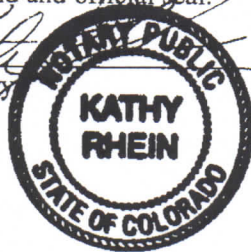
State of COLORADO

County of MESA

On November 7, 2001 before me,

appeared JAMES PAUL SWARTZENDRUBER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature of Notary



Affiant Known Produced ID  
Type of ID COOL & 95107-0865  
(Seal)

My Commission Expires 4/27/2002

State of  
County of

On before me,

appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced ID  
Type of ID \_\_\_\_\_  
(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer

*Handwritten notes:*  
#10.00 lb  
Bisa Haugherty  
750 Wilson Dr  
A-5

# MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R018943  
Parcel 270134414006

Certificate Number 72449  
Acres 0.000  
Order Number  
Vendor ID  
ELSA M L DAUGHERTY  
750 WILSON DR, GRAND JUNCTION, CO 81505

Assessed To  
DAUGHERTY ELSA M L  
750 WILSON DR  
GRAND JUNCTION, CO 81505-9549

Legal Description						Situs Address
LOT 1 BLK 1 WILSON RANCH FIL NO THREE SEC 34 IN 1W + AN UNDIV INT IN P.O.S. FIL ONE						2560 CORRAL DR
Year	Tax	Interest	Fees	Payments	Balance	
<b>Tax Charge</b>						
2017	\$332.28	\$0.00	\$0.00	(\$332.28)	\$0.00	
Total Tax Charge						\$0.00
<b>Grand Total Due as of 11/02/2018</b>						<b>\$0.00</b>

Tax Billed at 2017 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.2540000	\$1.19	SINGLE FAMILY	\$65,000	\$4,680
MESA CNTY ROAD & BRIDGE-GRA	0.2215000	\$1.04	LAND		
CITY OF GRAND JUNCTION	8.0000000	\$37.44	Total	\$65,000	\$4,680
GRAND RIVER MOSQUITO CTRL	1.4520000	\$6.80			
GRAND VALLEY DRAINAGE DIST	1.7440000	\$8.16			
LIBRARY DISTRICT	3.0210000	\$14.14			
MESA COUNTY	11.8030000	\$55.22			
COUNTY ROAD & BRIDGE-1/2 LE	0.2215000	\$1.04			
SCHOOL DIST #51 GEN	29.7630000	\$139.30			
SCHOOL DIST# 51 BOND	10.1400000	\$47.45			
SCHOOL DIST# 51 2017 OVERRI	3.8810000	\$18.16			
UTE WATER CONSERVANCY	0.5000000	\$2.34			
Taxes Billed 2017	71.0010000	\$332.28			

All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER, MESA COUNTY, JANICE RICH




Mesa County Treasurer  
Dept. 5027 - PO Box 20,000  
544 Road Ave, Room 100  
Grand Junction CO 81502-5001

# MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R018906  
Parcel 270134405004

Certificate Number 72448  
Acres 0.000  
Order Number  
Vendor ID  
ELSA M L DAUGHERTY  
750 WILSON DR, GRAND JUNCTION, CO 81505

Assessed To  
DAUGHERTY ELSA M L  
750 WILSON DR  
GRAND JUNCTION, CO 81505-9549

<b>Legal Description</b>	<b>Situs Address</b>
LOTS 1 + 2 BLK 3 WILSON RANCH FIL NO ONE SEC 34 IN 1W + AN UNDIV INT IN P.O.S. FIL ONE	750 WILSON DR

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2017	\$1,917.72	\$0.00	\$0.00	(\$1,917.72)	\$0.00
<b>Total Tax Charge</b>					<b>\$0.00</b>
<b>Grand Total Due as of 11/02/2018</b>					<b>\$0.00</b>

Tax Billed at 2017 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.2540000	\$6.86	SINGLE FAMILY	\$97,500	\$7,020
MESA CNTY ROAD & BRIDGE-GRA	0.2215000	\$5.98	LAND		
CITY OF GRAND JUNCTION	8.0000000	\$216.08	SINGLE FAMILY IMP	\$277,660	\$19,990
GRAND RIVER MOSQUITO CTRL	1.4520000	\$39.22	Total	\$375,160	\$27,010
GRAND VALLEY DRAINAGE DIST	1.7440000	\$47.11			
LIBRARY DISTRICT	3.0210000	\$81.60			
MESA COUNTY	11.8030000	\$318.80			
COUNTY ROAD & BRIDGE-1/2 LE	0.2215000	\$5.98			
SCHOOL DIST#51 GEN	29.7630000	\$803.89			
SCHOOL DIST# 51 BOND	10.1400000	\$273.88			
SCHOOL DIST# 51 2017 OVERRI	3.8810000	\$104.82			
UTE WATER CONSERVANCY	0.5000000	\$13.50			
<b>Taxes Billed 2017</b>	<b>71.0010000</b>	<b>\$1,917.72</b>			

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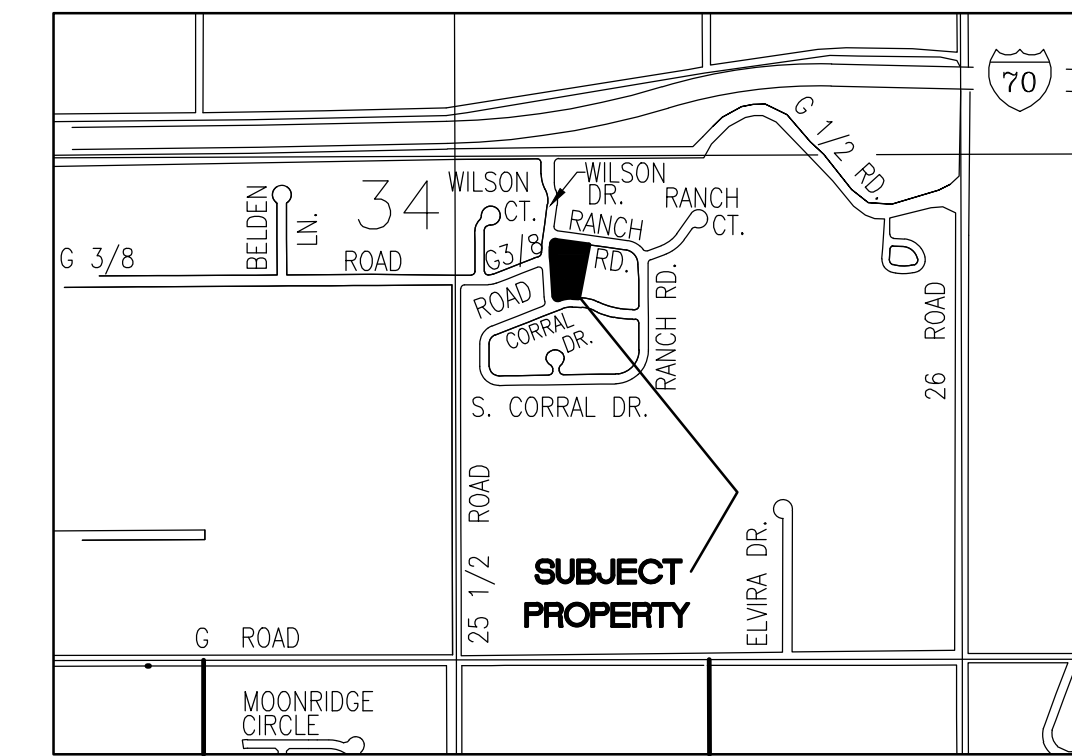
TREASURER, MESA COUNTY, JANICE RICH




Mesa County Treasurer  
Dept. 5027 - PO Box 20,000  
544 Road Ave, Room 100  
Grand Junction CO 81502-5001

**LEGEND AND ABBREVIATIONS**

- ⊕ MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 1.5" PLASTIC CAP MARKED LS-38877, -0.2' BELOW GROUND
- SET 5/8" REBAR & 1.5" PLASTIC CAP MARKED PLS-38428 0.2' ABOVE GROUND
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- R.N. RECEPTION NUMBER
- PG PAGE
- LS PROFESSIONAL LICENSED SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PLS PROFESSIONAL LAND SURVEYOR
- R RANGE
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- ST STREET
- T TOWNSHIP
- U.M. UTE MERIDIAN
- WM WATER METER
- FH FIRE HYDRANT
- WV WATER VALVE
- W BURIED WATER LINE
- SS BURIED SANITARY SEWER LINE
- STM BURIED STORM SEWER LINE
- T BURIED TELEPHONE LINE
- G BURIED GAS LINE
- IRR BURIED IRRIGATION LINE
- EXISTING EDGE OF ASPHALT PAVEMENT
- ⊙ SANITARY SEWER MANHOLE
- ⊕ ELECTRICAL VAULT
- CPED COMMUNICATIONS PEDISTALE
- IRR IRRIGATION CONTROL VALVE
- T ELECTRICAL TRANSFORMER
- MB MAILBOX



**VICINITY MAP**

**AREA SUMMARY**

DESCRIPTION	ACRES	SQUARE FEET	PERCENT
LOT 1	0.86	37,506	72.87%
LOT 2	0.32	13,964	27.13%
<b>TOTAL</b>	<b>1.562</b>	<b>51,470</b>	<b>100.00%</b>

**BENCHMARK**

MCSM 802-1, THE C 1/4 CORNER OF SECTION 34, T1N, R1W, UTE MERIDIAN, ELEVATION = 4664.39 (NAVD 88) AS DETERMINED BY GPS USING THE MESA COUNTY COORDINATE SYSTEM.

**GENERAL NOTES**

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°01'55"E for a distance of 2639.30 feet, between Mesa County Survey Markers for the S 1/4 Corner of Section 34 Township 1 North, Range 1 West of the Ute Meridian, and the C 1/4 Corner of said Section 34.
- Property not located within the 100-Year Flood Plane per FEMA MAP No. 08077C0802G, Rev. Oct. 2012
- Underground irrigation lines based on surface facilities and as-built drawings.

**ACCEPTANCE BLOCK**

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

LINE	BEARING	DISTANCE
L1	N 07°07'33" E	32.07'
L2	N 86°21'09" E	79.01'
L3	S 86°51'53" E	85.00'
L4	S 07°13'29" W	10.35'
L5	S 86°51'53" E	74.29'
L6	N 03°08'07" E	10.00'
L7	N 86°21'09" E	79.50'
L8	S 86°51'53" E	86.56'
L9	S 08°02'57" W	10.04'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.73'	175.00'	9°04'43"	S 88°35'46" W	27.70'
C2	46.59'	175.00'	15°15'11"	S 76°25'53" W	46.45'
C3	37.54'	20.00'	107°33'41"	N 57°24'59" W	32.27'
C4	25.53'	124.93'	11°42'24"	N 02°13'48" E	25.48'
C5	31.41'	20.00'	89°58'58"	N 53°02'57" E	28.28'
C6	74.32'	175.00'	24°19'55"	S 80°58'08" W	73.76'

CALL UTILITY NOTIFICATION CENTER OF COLORADO  
**1-800-922-1987**  
 CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

405 Ridges Blvd. Suite A  
 Grand Junction, CO 81507  
 Voice: (970) 243-8300  
 Fax: (970) 241-1273  
 www.rolland.com

**SITE & COMPOSITE PLAN**  
**DAUGHERTY SIMPLE SUBDIVISION**

IN THE SE 1/4 SECTION 34,  
 T1N, R1W OF THE UTE MERIDIAN, IN THE  
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	JAM	Designed	JAM	Checked	JLG	Proj#	B8466	Rv:		Sheet	1
File Name:	C:\PROJECTS\B8466\B8466-COMPOSITE.DWG							Date	2/5/19	Of	1

MCSM#802-1  
 C 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP IN WELL  
 -0.16 BELOW GRADE

WEST LINE OF SE 1/4, SECTION 34

BASIS OF BEARING S 00°01'55" E 2638.87'

MCSM#77-1  
 S 1/4 CORNER  
 SECTION 34  
 T1N, R1W, U.M.  
 3" BRASS CAP  
 IN WELL  
 -0.96 BELOW GRADE

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.







## Grand Junction City Council

### Regular Session

Item #6.a.

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**Meeting Date:** April 3, 2019

**Presented By:** Rob Schoeber, Parks and Recreation Director

**Department:** Parks and Recreation

**Submitted By:** Rob Schoeber, Parks and Recreation Director

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### **Information**

#### **SUBJECT:**

Request for 2019 Fireworks Displays at Suplizio Field

#### **RECOMMENDATION:**

Consider approval of ten public fireworks displays at Suplizio Field for the 2019 baseball season.

#### **EXECUTIVE SUMMARY:**

To be held in conjunction with baseball games and events at Suplizio, fireworks displays are being requested on behalf of Grand Junction Baseball, Inc. (JUCO), Colorado Mesa University, City of Grand Junction, Special Olympics, and the Grand Junction Rockies. 2019 dates include one JUCO game (Memorial Day), one CMU game (May 3rd), Special Olympics Opening Ceremony, Independence Day, and six Friday evening Rockies Games.

#### **BACKGROUND OR DETAILED INFORMATION:**

Lincoln Park typically hosts two community fireworks displays annually on Memorial Day and July 4th. This request also adds eight dates in conjunction with CMU and Grand Junction Rockies baseball games, and one special event date for the Special Olympics state meet. Game times for the Rockies and CMU games will be no later than 6:40 p.m., with an estimated display time of 9:45 p.m. In an effort to minimize noise impacts, shell sizes will be limited to 2" in size, and loud exploding shells will be limited. If approved, a direct mailing will be sent to all adjacent neighbors highlighting the dates of the shows this season.

All shows at Lincoln Park require a coordinated effort including the event organizer, City staff from Parks, General Services, Fire, Police, and Traffic. Dependent upon the size of the show, fireworks are staged east of the field from either the practice field or the golf course driving range. Weather conditions are monitored closely with final approval being granted each night by the Grand Junction Fire Department.

The proposed schedule for 2019 is as follows:

Friday, May 3 (CMU)  
Monday, May 27 (JUCO)  
Friday, June 7 (Special Olympics)  
Friday, June 28 (Rockies)  
Thursday, July 4 (City of GJ, Rockies)  
Friday, July 5 (Rockies)  
Friday, July 12 (Rockies)  
Friday, July 26 (Rockies)  
Friday, August 2 (Rockies)  
Friday, August 23 (Rockies)

In addition to the ten scheduled dates, the Grand Junction Rockies propose Saturday, August 31 be approved as an alternate date in case weather prevents fireworks on one of the above dates. The proposed schedule adds one additional date (Rockies) to the total approved in 2018.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (approve/deny) a request to host ten public fireworks displays at Lincoln Park as requested by Grand Junction Baseball, Inc. (JUCO), Colorado Mesa University, Special Olympics, City of Grand Junction, and Grand Junction Rockies.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #7.a.i.

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**Meeting Date:** April 3, 2019

**Presented By:** David Thornton, Principal Planner

**Department:** Community Development

**Submitted By:** David Thornton, AICP  
Principal Planner

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### Information

#### **SUBJECT:**

A Resolution Accepting the Petition for Annexation of 5.722 Acres of Land and Ordinances Annexing and Zoning the Hosanna Annexation to R-8 (Residential - 8 du/ac), Located at 743 24 3/4 Road

#### **RECOMMENDATION:**

Planning Commission heard the Zone of Annexation request at its February 26, 2019 meeting and forwarded a recommendation of approval (5 to 0) of the zoning designation of R-8 for the property to City Council.

#### **EXECUTIVE SUMMARY:**

The Applicant, Bonny J. Collins Trust, is requesting to annex and zone 5.722 acres located at 743 24 3/4 Road. The subject property has a single family residential home on it. The owner is requesting annexation in anticipation of future residential subdivision development for the property, which is anticipated to constitute "annexable development" and as such is required to annex in accordance with the Persigo Agreement.

The Applicant is requesting a R-8 (Residential – 8 du/ac) zone district. The subject property has a Comprehensive Plan Future Land Use Map designation of Residential Medium High (8 – 12 du/ac) and this request conforms with the low end of this land use designation.

## **BACKGROUND OR DETAILED INFORMATION:**

The Hosanna annexation consists of one 5.72-acre parcel of land located at 743 24 <sup>3</sup>/<sub>4</sub> Road, located at the north end of Monument View Drive which stubs into this property. The property currently has one single family residence. The Applicant plans to subdivide the property into 30 residential lots with the existing residence on one of those lots and is requesting annexation at this time in anticipation of this development. The Applicant is requesting a R-8 (residential with a maximum of 8 units per acre) zone district.

The property is adjacent to existing city limits, within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owner has signed a petition for annexation of the property. There is no Right-of-Way being annexed as part of this annexation. The total acreage of the proposed annexation also includes 0.155 acres of the adjacent G <sup>1</sup>/<sub>2</sub> Road right-of-way that is not being used for a roadway and is adjacent to the I-70 right-of-way.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Hosanna Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The proposed annexation and zoning schedule with a summary is attached.

The property is currently in the County and retains a County zoning of RSF-R (Residential Single Family - Rural) and surrounding properties are zoned RSF-R in the

County, R-8 and R-5 in the City. The subject property has a Future Land Use designations of Residential Medium High (8 – 16 du/ac). The Applicant's proposed zoning designation of R-8 meets with the intent of the Land Use Map achieving the desired density for the property.

The surrounding area is mostly developed, with city zoning of R-5 and R-8. An area zoned PD (Fountain Greens Subdivision) lies to the east less than a tenth of a mile. The two small properties adjacent to the east and zoned RSF-R in Mesa County each have one residence on them. The overall average residential density for Fountain Greens Subdivision is 8 dwelling units per acre. See the attached map exhibits for additional information.

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on November 5, 2018 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's and City staff were in attendance along with thirteen citizens. Comments and concerns expressed by the attendees centered on subdivision of the property which has not been submitted to the City. Subdivision questions and concerns included annexation, traffic, maximum density, phasing, size of homes, price of homes, how much of the neighborhood that received notice of the meeting, Fire Department review and police protection, name of the subdivision and timeline of the development. The application for annexation and zoning was submitted on December 17, 2018.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on January 31, 2019. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on February 15, 2019. The notice of this public hearing was published February 19, 2019 in the Grand Junction Daily Sentinel.

## ZONING ANALYSIS

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

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

The property owners have petitioned for annexation into the City limits with a requested zoning district of R-8 which is compatible with the existing Comprehensive Plan Future Land Use Map designation of Residential Medium High (8 – 16 du/ac), in accordance

with Section 21.02.130 (d) (1) (iii) & (v) of the Zoning and Development Code. Since the property is currently in the County, the annexation of the property is a subsequent event that has invalidated the original premise; the property can no longer have a county zoning designation. The requested annexation and zoning is also in accordance with the Persigo Agreement between Mesa County and the City of Grand Junction, which requires all new development shall be annexed into the City limits. Therefore, Staff has found 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 adopted Comprehensive Plan designated this property with a Future Land Use designation of Residential Medium High (8 – 16 du/ac). The character and/or condition of the area had mostly urbanized with the North Valley Subdivision, Fountain Greens Subdivision and other subdivisions in the area prior to the adoption of the Plan in 2010. The subject property is currently underutilized in terms of the residential development potential anticipated by the Comprehensive Plan designation of Residential Medium high (8 -16 du/ac) as the property currently only has one single family home developed on the property resulting in a density of 1 dwelling unit per 5.7 acres. Adjacent subdivisions also have a much higher density than the current density of this property.

The Future Land Use Map designation of Residential Medium High designation allows for densities up to 16 units per acre. The Applicant is requesting a zone of R-8 which furthers the goals and policies of the Comprehensive Plan by providing for density in the range of the Residential Medium High (8 – 16 du/ac) land use classification. Because this area continues to urbanize at densities consistent with the proposed R-8 designation which is consistent with the Comprehensive Plan Staff finds that this criterion has been met.

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

Water and sewer services are available to this property in Monument View Drive. This property is within the Ute Water District service area. A 2-inch water line services the neighboring property at 735 24 <sup>3</sup>/<sub>4</sub> Road. An 8-inch line terminates at the southern property boundary on Monument View Drive. The property is currently within the Persigo 201 Sewer Service Area. However, the property does not currently have a sewer connection.

1. Plant Capacity: Based on the Future Land Use (FLU) designation of Residential Medium High (8-16 DU/Acre), the maximum anticipated additional flow associated with 83 equivalent units (EQUs) is about 14,000 gallons per day. The Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The current

capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently only receives approximately 8 million gallons per day. Therefore, the plant has ample capacity to accommodate this additional flow.

2. Ability to Serve Area: An 8-inch sewer main is located along Monument View Drive and terminates on the south side of the property. In addition, an 8-inch sewer main is located on the neighboring property to the west (736 24 ½ Road) along Monument Road. There is available capacity in this sewer collection system to accommodate future development of this property with 30 dwelling units.

The property can also be served by Xcel Energy natural gas and Grand Valley Power electric. A short distance away is Appleton Elementary School and even closer is Canyon View Park. To the west along Patterson Road and 24 Road are commercial retail centers that includes Mesa Mall, offices, convenience stores and gas islands, restaurants, commercial businesses and a grocery store. Community Hospital is also nearby on G Road.

Grand Junction Fire Department finds the public and community facilities regarding fire and emergency medical services are adequate to serve the type and scope of the residential land use proposed. Primary response is from Fire Station 3 located at 582 25 ½ Road. The City has been working to address the current and future fire and EMS coverage demands of this area of Grand Junction and is planning for a new fire station in the 23 Road and H Road area.

The public and community facilities are adequate to serve the type and scope of the residential 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 property has a Comprehensive Plan Future Land Use Map designation of Residential High Mixed Use (16 – 24 du/ac). The property is currently vacant. The proposed zoning designation of R-8 meets with the intent of achieving the desired overall density for the property to be developed at the low end of the Residential Medium High designation. Citywide, fifteen (15) percent of existing property in the City limits with a R-8 zoning designation is vacant. The lack of supply for this zone type impedes the ability to provide a diverse supply of housing types; a key principle in the Comprehensive Plan. Staff finds that there is an inadequate supply of the requested zoning designations in the area and, therefore, has 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.

Annexation and zoning of the property will create consistent land use jurisdiction within the City consistent with an Intergovernmental Agreement with the County. The requested zoning will also provide an opportunity for a variety of housing allowed by the R-8 zone district including single family detached, single family attached and multi-family residential land uses, all are consistent with the Comprehensive plan in this area to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types; a key Guiding Principle in the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. Though other zone districts could also be considered, these zone districts comport with the recommendations of the Plan's Future Land Use Map.

Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy A: Land use decisions will be consistent with Future Land Use Map.

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

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

### **FISCAL IMPACT:**

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. More specific impacts to various service providers of the City include the following.

#### Police Department:

Upon review of 2017 and 2018 calls for service within the surrounding area which is similar in residential density, data revealed that there were 111 calls for service in 2017 and 100 calls for service in 2018. Based on that information it is anticipate that calls for service by GJPD for this location will equal to 12.5% of an officer. At this point, it does not warrant the need for an increase in personnel or equipment in order to provide law enforcement services to this proposed annexation. However, this annexation along with any future annexations/developments will no doubt have an eventual cumulative impact that will require an increase in law enforcement personnel and equipment in order to



provide adequate services.

#### Public Works:

There are no external streets being annexed, therefore there are no financial impacts from the annexation. Transportation Capacity Payment (TCP) fees will be collected at the time of subdivision of the property.

#### Fire:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. Based on the current assessed values of the annexation area, the City property tax revenue is estimated to be \$203 annually. If the property develops at an estimated 31 units, including 17 single family detached, three single family attached and two eight unit 4-plex units for an estimated value of \$6.8 million, the estimated annual property tax revenue (at the current residential assessment rate) would be approximately \$3,900 per year. Sales and use tax revenues will be dependent on construction activity and consumer spending on City taxable items for residential and commercial uses.

Currently the property is in the Grand Junction Rural Fire Protection District (Rural District) which is served by the Grand Junction Fire Department through a contract with the Rural District. The Rural District collects a 5.938 mill levy that generates \$150.94 per year in property taxes that are passed on to the City of Grand Junction per the contract. If annexed, the Rural District mill levy will be removed and the City's 8 mills that will generate \$203 per year (prior to development) and \$3,900 per year after estimated planned development which will need to pay for not only fire and emergency medical services, but also other City services provided to the area. City services as discussed below are supported by a combination of property taxes and sales/use taxes.

The fire department has only responded once to this location in the last 10 years and with an estimated build out of 31 units the increase in incident volume will be minimal. The area is served by Fire Station #3 however response times are longer than other areas due to the distance from the fire station. Response time is estimated to be 6-8 minutes from time of dispatch for an emergent call for service, which is longer than National Fire Protection Association response time standards. The City has been working to address the current and future fire and EMS coverage demands of this area and is planning for a new Fire Station at 23 and H Road.

#### Parks:

There are no financial impacts to Parks with this annexation. Parks and Recreation fees and Open Space fees will be collected with the future subdivision of this property.

**Utilites:**

Water and sewer services are available to this property. This property is within the Ute Water District service area. The property is currently within the Persigo 201 Sewer Service Area. However, the property does not currently have a sewer connection. The property would be assessed the current plant investment fee (PIF) of \$4,776 per equivalent unit (2019 rate) or \$396,408. This fee is intended to pay the equivalent share of the payments due on bonds for the existing wastewater treatment plant and infrastructure. Monthly sewer service rates for single family units are \$22.40.

**SUGGESTED MOTION:**

I move to (adopt/deny), Resolution No. 27-19 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 Hosanna Annexation, located at 743 24 3/4 Road, is eligible for annexation, Ordinance No. 4843 an Ordinance annexing territory to the City of Grand Junction, Colorado, Hosanna Annexation approximately 5.722 acres, located at 743 24 3/4 Road, on final passage and order final publication in pamphlet form and Ordinance 4844 an Ordinance zoning the Hosanna Annexation to R-8 (Residential - 8 du/ac), located at 743 3/4 Road, on final passage and order final publication in pamphlet form.

**Attachments**

1. Annexation Background Information Schedule and Summary - Hosanna Annexation
2. Maps and Photos
3. Annexation Resolution Accepting the Petition
4. Ordinance Annexing Hosanna Annexation
5. Zoning Ordinance

**HOSANNA ANNEXATION SCHEDULE**

<b>February 20, 2019</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>February 26, 2019</b>	Planning Commission considers Zone of Annexation
<b>March 20, 2019</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>April 3, 2019</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>May 5, 2019</b>	Effective date of Annexation

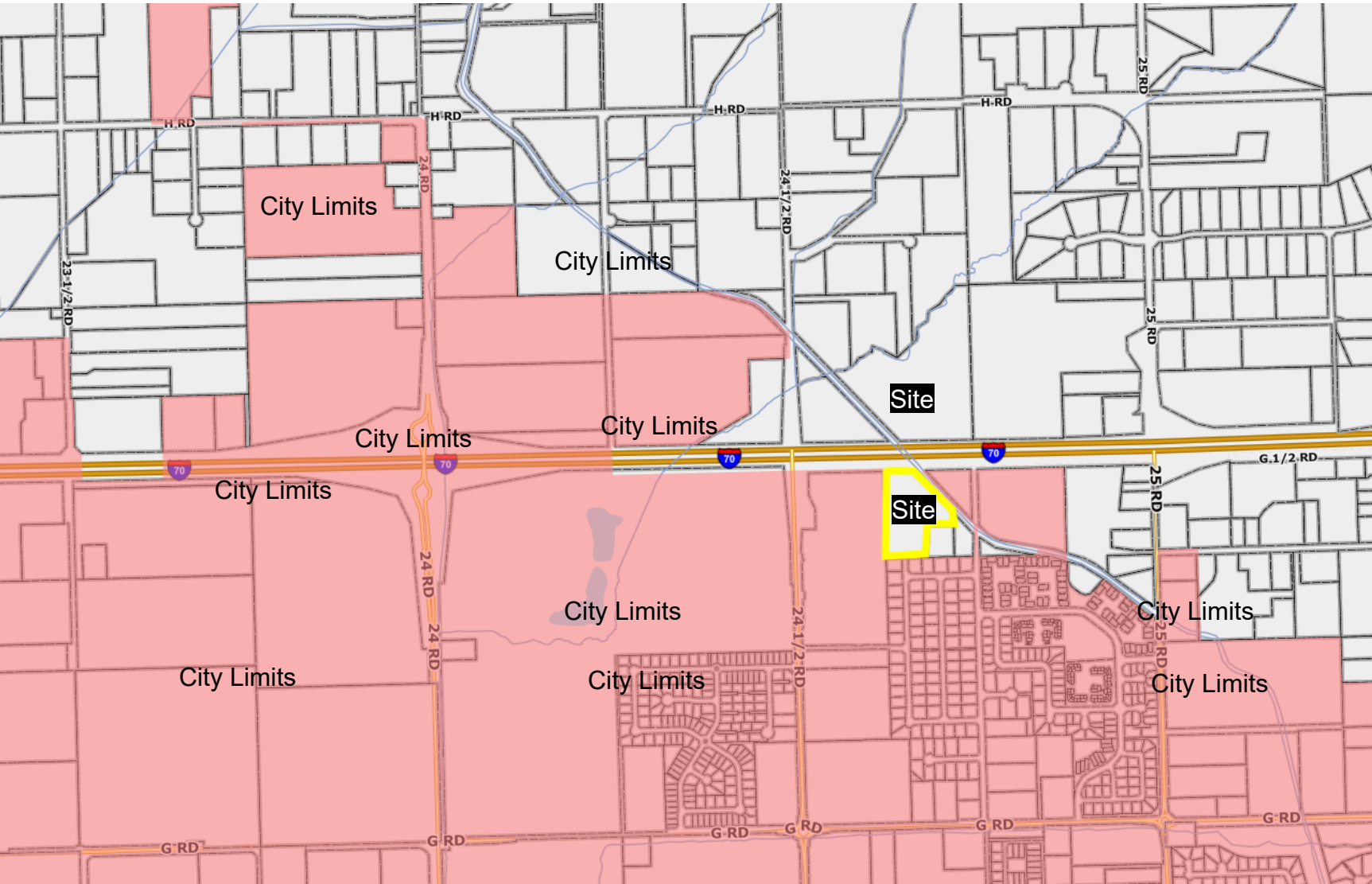
**ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2018-781
<b>Location:</b>	743 24 <sup>3</sup> / <sub>4</sub> Road
<b>Tax ID Numbers:</b>	2701-334-43-001
<b># of Parcels:</b>	1
<b>Existing Population:</b>	2
<b># of Parcels (owner occupied):</b>	1
<b># of Dwelling Units:</b>	1
<b>Acres land annexed:</b>	5.722 acres
<b>Developable Acres Remaining:</b>	5 acres
<b>Right-of-way in Annexation:</b>	0.155 acres in G <sup>1</sup> / <sub>2</sub> Road ROW, part of I-70
<b>Previous County Zoning:</b>	RSF-R (Residential Single Family Rural – 1 du/ 5 ac)
<b>Proposed City Zoning:</b>	R-8 (Residential – 8 du/ac)
<b>Current Land Use:</b>	Residential
<b>Future Land Use:</b>	Residential Medium High (8-16 du/ac)
<b>Values:</b>	<b>Assessed:</b> \$25,420
	<b>Actual:</b> \$352,980
<b>Address Ranges:</b>	743 24 <sup>3</sup> / <sub>4</sub> Road
<b>Special Districts:</b>	<b>Water:</b> Ute Water Conservancy District
	<b>Sewer:</b> City of Grand Junction
	<b>Fire:</b> GJ Rural Fire District/Redlands
	<b>Irrigation/Drainage:</b> GVIC/GVDD
	<b>School:</b> Fruita Monument HS / Fruita 8&9 / Fruita Middle / Appleton Elementary
	<b>Pest:</b> Grand River Mosquito Control District

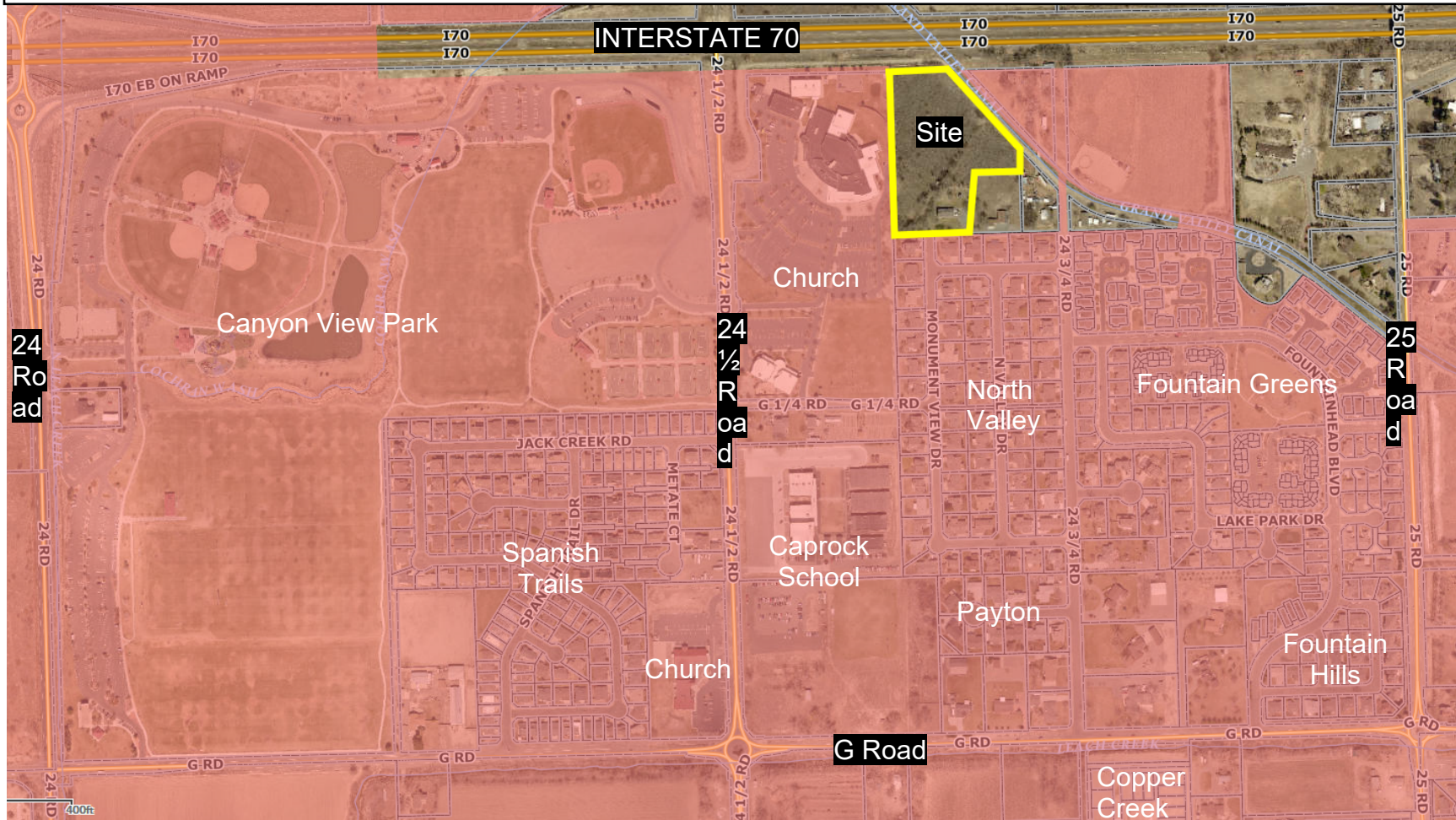
**HOSANNA ANNEXATION MAPS and PHOTOS**

1. City Limits Map
2. Expanded Site Location Map
3. Site Location Map / Aerial Photo Map
4. Comprehensive Plan Future Land Use Map
5. Zoning Map
6. Annexation Plat
7. Site Photos

# HOSANNA ANNEXATION - City Limits Map



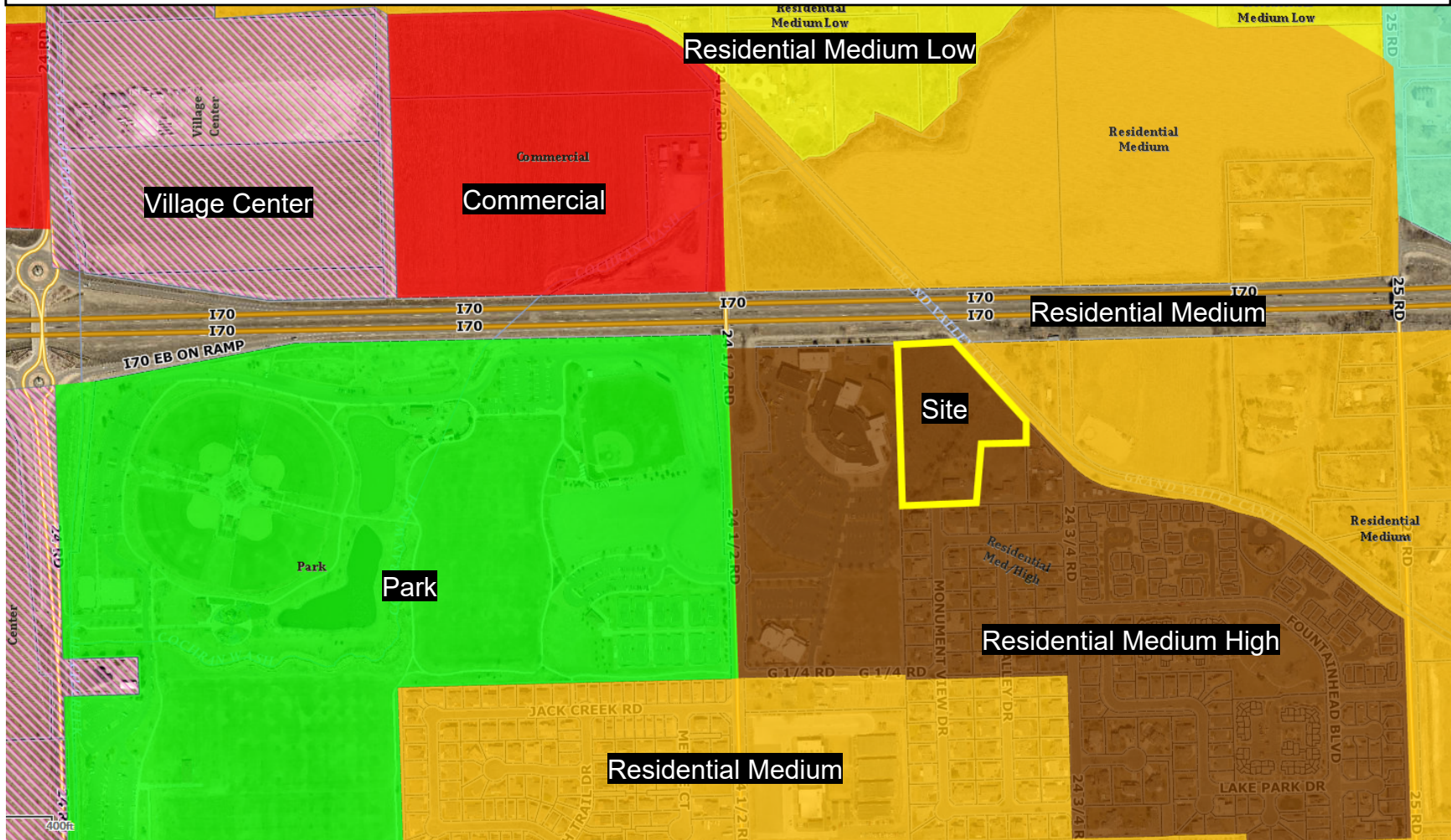
# HOSANNA ANNEXATION - Expanded Site Location Map



# HOSANNA ANNEXATION – Site Location / Aerial Photo

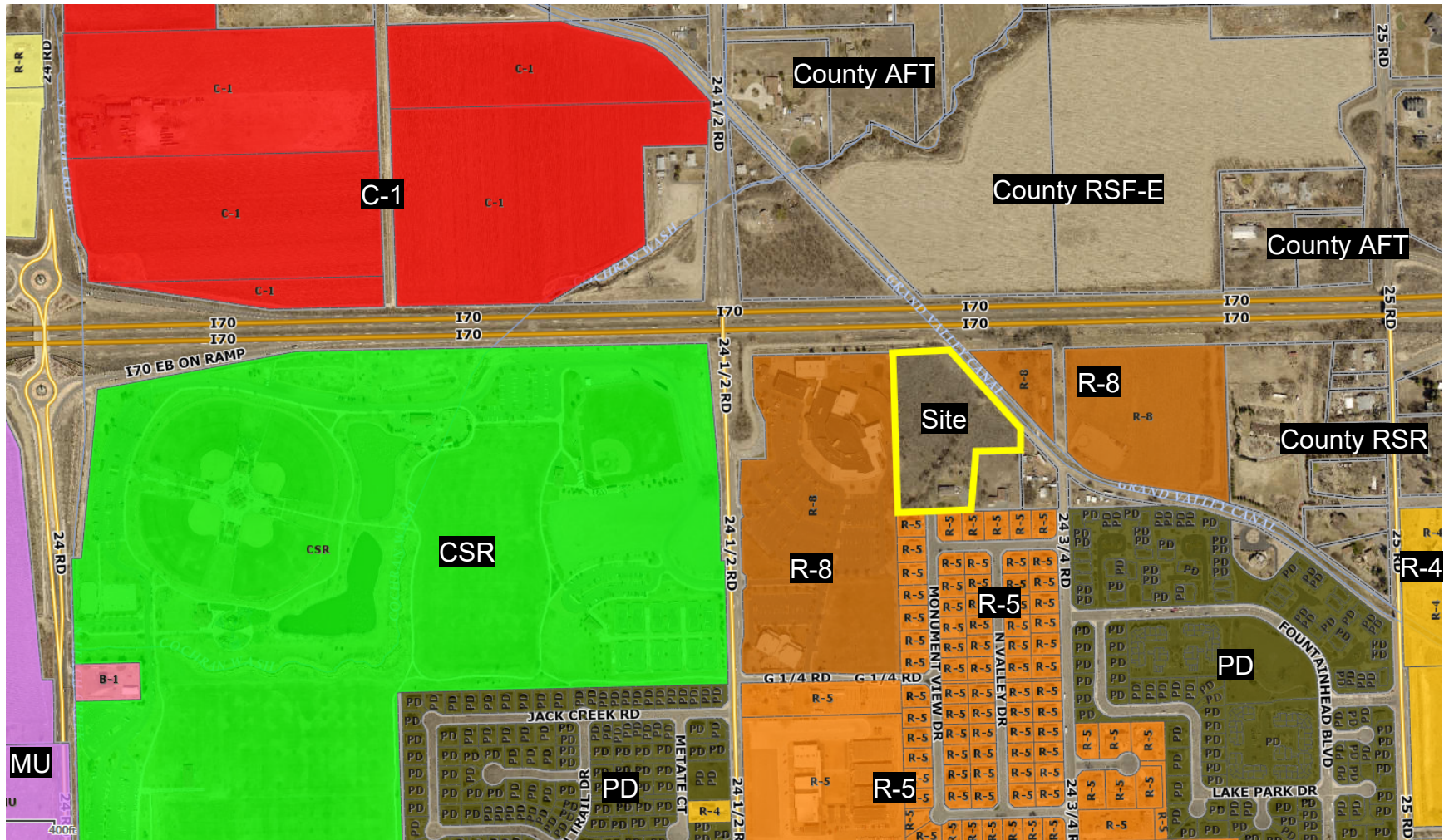


# HOSANNA ANNEXATION – Future Land Use Map





# HOSANNA ANNEXATION – Zoning Map





## HOSANNA ANNEXATION – PHOTOS



View of property from Monument View Drive looking north



View of property from I-70 looking south

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**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  
HOSANNA ANNEXATION,  
LOCATED AT 743 24 <sup>3</sup>/<sub>4</sub> ROAD  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 20<sup>th</sup> day of February 2019, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**HOSANNA ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 33, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 33 and assuming the North line of the NW 1/4 SE 1/4 of said Section 33 bears S 89°53'19" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°53'19" E, along the North line of the NW 1/4 SE 1/4 of said Section 33 a distance of 658.53 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°53'19" E, along said North line, a distance of 270.28 feet; thence S 00°06'41" W, a distance of 25.00 feet to a point on the centerline of the existing Grand Valley Canal; thence Southeasterly along the centerline of the Grand Valley Canal the following four (4) courses:

1. S 43°37'30" E, a distance of 36.75 feet,
2. S 41°37'54" E, a distance of 88.95 feet,
3. S 40°40'11" E, a distance of 192.33 feet,
4. S 43°12'52" E, a distance of 27.89 feet, more or less, to a point on the East line of Lot 1, Collins-Baumgartner Subdivision, as same is recorded in Book 4329, Page 69, Public Records of Mesa County, Colorado projected Northerly; thence...

S 00°07'13" E, along the East line of said Lot 1, a distance of 143.93 feet, more or less, to a point being the Northeast corner of Lot 2 of said Collins-Baumgartner Subdivision; thence N 89°54'18 W, along the North line of said Lot 2, a distance of 182.21 feet, more or less, to a point being the Northwest corner of said Lot 2; thence S 04°41'51" W, along the West line of said Lot 2, a distance of 231.92 feet, more or less, to a point on the North line of North Valley Subdivision Filing No. Four, as same is recorded in Plat Book 16, Pages 188 and 189, Public Records of Mesa County, Colorado; thence N 89°54'18" W, along the North line of said North Valley Subdivision Filing No. Four and the South

line of said Lot 1, Collins-Baumgartner Subdivision, a distance of 297.24 feet, more or less, to a point being the Southwest corner of said Lot 1; thence N 00°05'05" W, along the West line, and Northerly projection of said Lot 1, a distance of 659.09 feet, more or less, to the Point of Beginning.

CONTAINING 249,266 Square Feet or 5.722 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 3<sup>rd</sup> day of April, 2019; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**HOSANNA ANNEXATION**

**APPROXIMATELY 5.722 ACRES LOCATED AT 743 24 <sup>3</sup>/<sub>4</sub> ROAD**

**WHEREAS**, on the 20<sup>th</sup> day of February 2019, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 3<sup>rd</sup> day of April 2019; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**HOSANNA ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 33, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 33 and assuming the North line of the NW 1/4 SE 1/4 of said Section 33 bears S 89°53'19" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°53'19" E, along the North line of the NW 1/4 SE 1/4 of said Section 33 a distance of 658.53 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°53'19" E, along said North line, a distance of 270.28 feet; thence S 00°06'41" W, a distance of 25.00 feet to a point on the centerline of the existing Grand Valley Canal; thence Southeasterly along the centerline of the Grand Valley Canal the following four (4) courses:

1. S 43°37'30" E, a distance of 36.75 feet,
2. S 41°37'54" E, a distance of 88.95 feet,
3. S 40°40'11" E, a distance of 192.33 feet,

4. S 43°12'52" E, a distance of 27.89 feet, more or less, to a point on the East line of Lot 1, Collins-Baumgartner Subdivision, as same is recorded in Book 4329, Page 69, Public Records of Mesa County, Colorado projected Northerly; thence... S 00°07'13" E, along the East line of said Lot 1, a distance of 143.93 feet, more or less, to a point being the Northeast corner of Lot 2 of said Collins-Baumgartner Subdivision; thence N 89°54'18 W, along the North line of said Lot 2, a distance of 182.21 feet, more or less, to a point being the Northwest corner of said Lot 2; thence S 04°41'51" W, along the West line of said Lot 2, a distance of 231.92 feet, more or less, to a point on the North line of North Valley Subdivision Filing No. Four, as same is recorded in Plat Book 16, Pages 188 and 189, Public Records of Mesa County, Colorado; thence N 89°54'18" W, along the North line of said North Valley Subdivision Filing No. Four and the South line of said Lot 1, Collins-Baumgartner Subdivision, a distance of 297.24 feet, more or less, to a point being the Southwest corner of said Lot 1; thence N 00°05'05" W, along the West line, and Northerly projection of said Lot 1, a distance of 659.09 feet, more or less, to the Point of Beginning.

CONTAINING 249,266 Square Feet or 5.722 Acres, more or less, as described.

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 20<sup>th</sup> day of February 2019 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

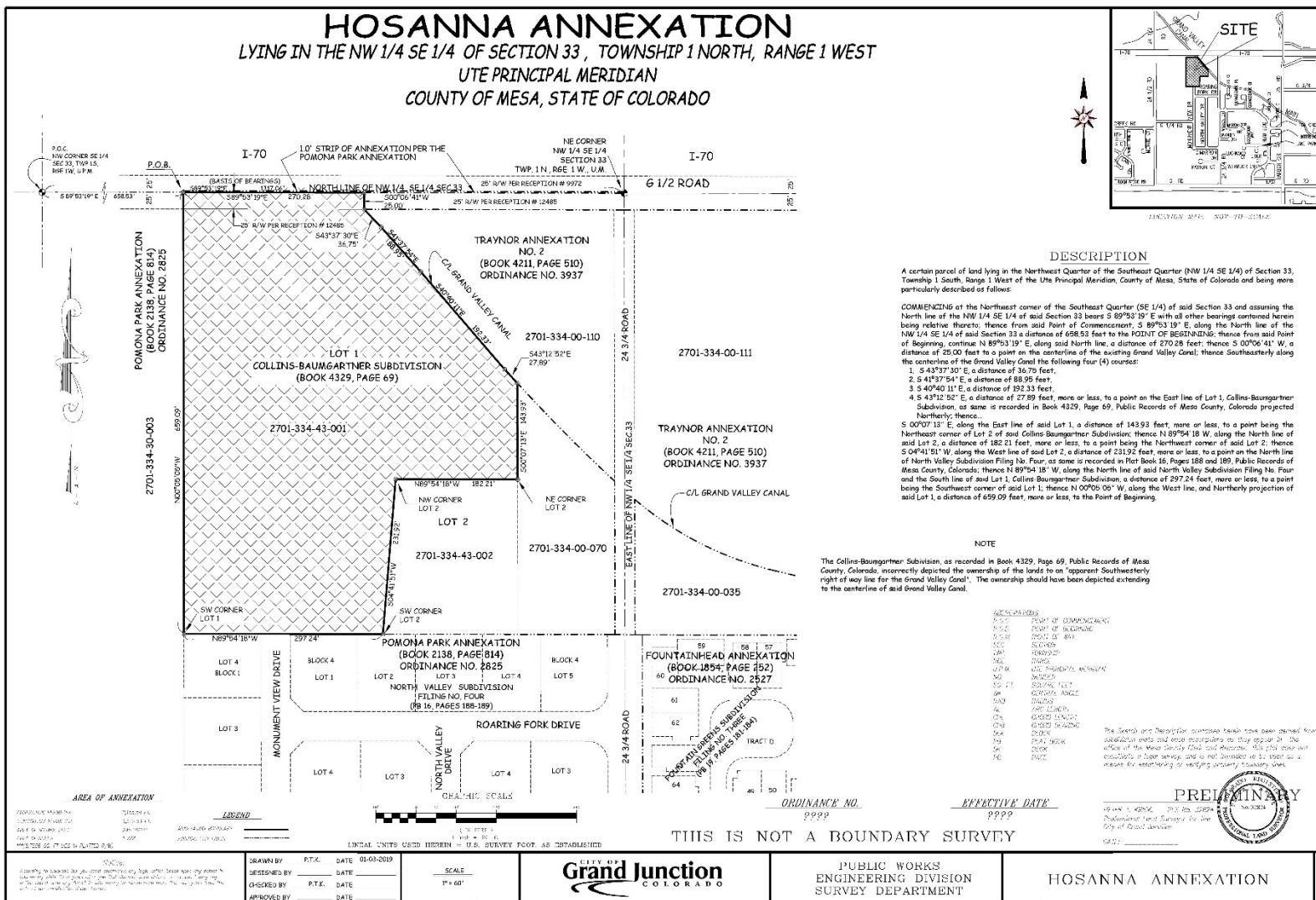
\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

# Exhibit A

## HOSANNA ANNEXATION LYING IN THE NW 1/4 SE 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST UTE PRINCIPAL MERIDIAN COUNTY OF MESA, STATE OF COLORADO





# Exhibit 3

## CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE ZONING THE HOSANNA ANNEXATION TO R-8 (RESIDENTIAL – 8 DU/AC)

LOCATED AT 743 24 3/4 ROAD

#### Recitals

The property owners have requested annexation of the 5.722-acre Un-platted property into the City limits in anticipation of future residential subdivision development

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 Hosanna Annexation to the R-8 (Residential – 8 du/ac) zone district respectfully, finding that it conforms with the Residential Medium High (8 – 16 du/ac) 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.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone districts are 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:**

#### **HOSANNA ANNEXATION**

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 33, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 33 and assuming the North line of the NW 1/4 SE 1/4 of said Section 33 bears S 89°53'19" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°53'19" E, along the North line of the NW 1/4 SE 1/4 of said Section 33 a distance of 658.53 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°53'19" E, along said North line, a distance of 270.28 feet; thence S 00°06'41" W, a distance of 25.00 feet to a point on the centerline of the existing Grand Valley Canal; thence Southeasterly along the centerline of the Grand Valley Canal the following four (4) courses:

1. S 43°37'30" E, a distance of 36.75 feet,

2. S 41°37'54" E, a distance of 88.95 feet,
3. S 40°40'11" E, a distance of 192.33 feet,
4. S 43°12'52" E, a distance of 27.89 feet, more or less, to a point on the East line of Lot 1, Collins-Baumgartner Subdivision, as same is recorded in Book 4329, Page 69, Public Records of Mesa County, Colorado projected Northerly; thence...

S 00°07'13" E, along the East line of said Lot 1, a distance of 143.93 feet, more or less, to a point being the Northeast corner of Lot 2 of said Collins-Baumgartner Subdivision; thence N 89°54'18" W, along the North line of said Lot 2, a distance of 182.21 feet, more or less, to a point being the Northwest corner of said Lot 2; thence S 04°41'51" W, along the West line of said Lot 2, a distance of 231.92 feet, more or less, to a point on the North line of North Valley Subdivision Filing No. Four, as same is recorded in Plat Book 16, Pages 188 and 189, Public Records of Mesa County, Colorado; thence N 89°54'18" W, along the North line of said North Valley Subdivision Filing No. Four and the South line of said Lot 1, Collins-Baumgartner Subdivision, a distance of 297.24 feet, more or less, to a point being the Southwest corner of said Lot 1; thence N 00°05'05" W, along the West line, and Northerly projection of said Lot 1, a distance of 659.09 feet, more or less, to the Point of Beginning.

CONTAINING 249,266 Square Feet or 5.722 Acres, more or less, as described.

**INTRODUCED** on first reading this \_\_\_\_ day of \_\_\_\_, 2019 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk







## Grand Junction City Council

### Regular Session

Item #7.a.ii.

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**Meeting Date:** April 3, 2019

**Presented By:** Jace Hochwalt, Associate Planner

**Department:** Community Development

**Submitted By:** Jace Hochwalt  
Associate Planner

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### **Information**

#### **SUBJECT:**

A Resolution Accepting the Petition for Annexation of 1.41 Acres of Land and Ordinances Annexing and Zoning the Arlington Annexation to R-4 (Residential - 4 du/ac), Located at 265 Arlington Drive

#### **RECOMMENDATION:**

Planning Commission heard the Zone of Annexation request at its February 26, 2019 meeting and forwarded a recommendation of approval (5 to 0) of the zoning designation of R-4 for the property to City Council.

#### **EXECUTIVE SUMMARY:**

The Applicant, Hammerhead Development, LLC, is requesting to annex and zone approximately 0.64 acres located at 265 Arlington Drive. The Applicant is requesting annexation in anticipation of future residential subdivision development for the property, which is anticipated to constitute "annexable development" and as such, is required to annex in accordance with the Persigo Agreement.

The Applicant is requesting an R-4 (Residential – 4 du/acre) zone district. The Comprehensive Plan Future Land Use Map designates this property as Residential Medium (4 – 8 du/ac) and this request conforms to the low end of this land use designation.

#### **BACKGROUND OR DETAILED INFORMATION:**

The Arlington annexation consists of one 0.64-acre parcel of land located at 265

Arlington Drive, located at the northwest corner of Arlington Drive and Oxford Avenue. The property currently sits vacant, and the Applicant plans to subdivide the property into three residential lots and is requesting annexation at this time in anticipation of this development. The Applicant is requesting an R-4 (residential with a maximum of 4 units per acre) zone district.

The subject property is directly adjacent to city limits to the south, while other adjacent properties are situated in unincorporated Mesa County. It should be noted that all adjacent improved properties are connected to City sewer services, as a sewer line extends north to south along Arlington Drive. Additionally, the subject property is within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. For this proposal, there is approximately 0.77 acres of adjacent Arlington Drive Right-of-Way being annexed as part of this annexation.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Arlington Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The proposed annexation and zoning schedule with a summary is attached.

The subject property was originally a part of Village Nine Phase 2 Subdivision, a PUD (Planned Unit Development) within unincorporated Mesa County that was developed in 1978. At that time, the property was referred to as “Common Area” within the subdivision, and was owned by Mesa County, until they sold the property in 2016. The property remains within unincorporated Mesa County and retains a County zoning of RSF-4 (Residential Single Family – 4 du/acre). Surrounding properties are zoned PUD (Planned Unit Development) and RSF-4 in the County, or PD (Planned Development) and R-4 in the City. The subject property has a Future Land Use designation of Residential Medium (4 – 8 du/ac). The Applicant’s proposed zoning designation of R-4 meets with the intent of the Land Use Map achieving the desired density for the property.

The surrounding area was primarily developed in unincorporated Mesa County. The subdivision directly north and east of the subject site is known as the Village Nine Subdivision, a 130 lot subdivision with an overall density of 3.4 units/acre. Properties situated directly to the northwest of the subject site are zoned RSF-4 though Mesa County. The Terrace Estates subdivision is directly south of the subject property, which is a 14-lot subdivision zoned PUD (Planned Development within the County) with a density of 4.9 units/acre. See the attached map exhibits for additional information.

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on October 16, 2018 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant and City staff were in attendance along with two citizens. Comments and concerns expressed by the attendees mainly focused on how the attendees wanted to have that property remain as open space and also wanted to know how annexation will affect neighboring properties. Subdivision questions and concerns included annexation, traffic, density, size of homes, price of homes, subdivision and timeline of the development. The application for annexation and zoning was submitted on December 3, 2018.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City’s Zoning and Development Code. The subject property was posted with an application sign on January 3, 2019. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on February 15, 2019. The notice of this public hearing was published February 19, 2019 in the Grand Junction Daily Sentinel.

## ZONING ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and

policies of the Comprehensive Plan and must meet one or more of the following rezoning criteria as identified:

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

The property owner has petitioned for annexation into the City limits with a requested zoning district of R-4, which is compatible with the existing Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac), in accordance with Section 21.02.130 (d) (1) (iii) & (v) of the Zoning and Development Code. Since the property is currently in the County, the annexation of the property is a subsequent event that has invalidated the original premise; the property can no longer have a county zoning designation. The requested annexation and zoning is also in accordance with the Persigo Agreement between Mesa County and the City of Grand Junction, which requires all new development shall be annexed into the City limits. Therefore, Staff has found 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 adopted Comprehensive Plan designated the subject property with a Future Land Use designation of Residential Medium (4 - 8 du/ac). The character and/or condition of the area has been urbanized over time with the Village Nine Filings 1 through 3 (and various replats of said filings) which occurred between the 1970's and 1990's. The subject property is currently underutilized in terms of the residential development potential anticipated by the Comprehensive Plan designation of Residential Medium (4 - 8 du/ac), as the property currently sits vacant. The Future Land Use Map designation of Residential Medium allows for a density up to 8 units per acre. The Applicant is requesting a zone of R-4 which furthers the goals and policies of the Comprehensive Plan by providing for density in the range of the Residential Medium (4 – 8 du/ac) land use classification. Because this area continues to urbanize at densities consistent with the proposed R-4 designation, which is consistent with the Comprehensive Plan, staff finds that this criterion has been met.

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

Ute Water and city sanitary sewer are presently available within the Arlington Drive right-of-way adjacent to the east of the subject property. The property can also be served by Xcel Energy for gas and electric services. The subject site is approximately  $\frac{3}{4}$  of a mile northwest of Orchard Mesa Elementary School and 1 mile southeast of Orchard Mesa Middle School and Eagle Rim Park. To the southwest along B  $\frac{1}{2}$  Road and Highway 50 are retail centers that include convenience stores and gas islands, restaurants, commercial businesses and a grocery store. Additionally, Grand Junction



Fire Station #4 is located at 2884 B ½ Road, less than a mile from the subject site.

Plant Capacity: Based on the Future Land Use (FLU) designation and proposal for 3 dwelling units, the maximum anticipated additional flow associated with 3 equivalent units (EQUs) is about 500 gallons per day. The Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently only receives approximately 8 million gallons per day. Therefore, the plant has ample capacity to accommodate this additional flow.

Ability to Serve Area: An 8-inch sewer main is located along Arlington Drive so the property would have direct access for sewer taps. There is available capacity in this sewer collection system to accommodate future development of this property with 3 dwelling units.

The public and community facilities are adequate to serve the type and scope of the residential 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 property has a Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac). The property is currently vacant. The proposed zoning designation of R-4 meets with the intent of achieving the desired overall density for the property to be developed at the low end of the Residential Medium designation. Citywide, seventeen (17) percent of existing property in the City limits with an R-4 zoning designation is vacant. The lack of supply for this zone type impedes the ability to provide a diverse supply of housing types; a key principle in the Comprehensive Plan. Staff finds that there is an inadequate supply of the requested zoning designations in the area and, therefore, has 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.

Annexation and zoning of the property will create consistent land use jurisdiction within the City consistent with an Intergovernmental Agreement with Mesa County. The requested zoning will also provide an opportunity for a variety of housing allowed by the R-4 zone district including single family detached, single family attached and two-family residential land uses, all which are consistent with the Comprehensive plan in this area to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types; a key Guiding Principle in the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. Though other zone districts could also be considered, these zone districts comport with the recommendations of the Plan's Future Land Use Map.

Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy A: Land use decisions will be consistent with Future Land Use Map.

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

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

#### **FISCAL IMPACT:**

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. More specific impacts to various service providers of the City include the following.

#### **Police Department:**

In an effort to determine/anticipate what the impact may be to the GJPD in providing police services should the city proceed with this annexation, calls for service during 2017 and 2018 were pulled. A review of that data revealed that there were only 19 calls for service in 2017 and 31 calls for service in 2018 to that surrounding area which is similar in residential density. Based on that information we anticipate that any calls for service by GJPD for this location will equal to 1.2% of an officer. With that said, at this point, we do not anticipate a need for an increase in personnel or equipment in order to provide law enforcement services to this proposed annexation. However, this annexation along with any future annexations/developments will no doubt have an eventual cumulative impact that will require an increase in law enforcement personnel and equipment in order to provide adequate services.

#### **Public Works:**

Annual Maintenance costs for the 21,200 square feet / 500 linear feet of pavement on Arlington Drive is estimated at approximately \$90/year to sweep, stripe and sign, and maintain the 130 ft of storm drain facilities. Street lighting expenses for the three street lights will run \$612 per year. Future chipseal costs for this road is estimated at \$5,800

and is planned as part of this area's normal chip seal cycle in the next five years. As the existing street includes some curb, gutter, and sidewalk, the only major capital expenses anticipated are a small replacement of concrete and the construction of two curb ramps for less than \$10,000.

#### Fire:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. Based on the current assessed values of the annexation area, the City property tax revenue is estimated to be \$80 annually. If the property develops at the estimated three single family units for an estimated total improvements value of \$900,000, the estimated annual property tax revenue (at the current residential assessment rate) would be approximately \$518 per year. Sales and use tax revenues will be dependent on construction activity and consumer spending on City taxable items for residential and commercial uses.

Currently the property is in the Grand Junction Rural Fire Protection District (Rural District) which is served by the Grand Junction Fire Department through a contract with the Rural District. The Rural District collects a 5.938 mill levy that generates \$59.20 per year in property taxes that are passed on to the City of Grand Junction per the contract. If annexed, the Rural District mill levy will be removed and the City's 8 mills that will generate \$80 per year (prior to development) and \$518 per year after estimated planned development which will need to pay for not only fire and emergency medical services but also other City services provided to the area. City services as discussed below are supported by a combination of property taxes and sales/use taxes.

No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 4 at 2884 B ½ Road and response time from the station is within National Fire Protection Association guidelines. The incident load for this development is predicted to be minimal.

#### Parks:

There are no anticipated impacts to the Parks Department with this proposed annexation. Parks and Recreation fees will be collected with the future subdivision of this property.

#### Utilities:

Water and sewer services are available to this property. This property is within the Ute Water District service area. An 8-inch water line crosses this property along the northern and western property boundary. The property is currently within the Persigo 201 Sewer Service Area. However, the property does not currently have a sewer connection. The property would be assessed the current plant investment fee (PIF) of \$4,776 per equivalent unit (2019 rate) or \$14,328. This fee is intended to pay the

equivalent share of the payments due on bonds for the existing wastewater treatment plant and infrastructure. Monthly sewer service rates for single family units are \$22.40.

**SUGGESTED MOTION:**

I move to (adopt/deny), Resolution No. 28-19 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 Arlington Annexation, located at 265 Arlington Drive, is eligible for annexation, Ordinance No. 4845 an Ordinance annexing territory to the City of Grand Junction, Colorado, Arlington Annexation approximately 1.41 acres, located at 265 Arlington Drive, on final passage and order final publication in pamphlet form and Ordinance 4846 an Ordinance zoning the Arlington Annexation to R-4 (Residential - 4 du/ac), located at 265 Arlington Drive, on final passage and order final publication in pamphlet form.

**Attachments**

1. Annexation Background Information Schedule and Summary - Arlington Annexation
2. Maps and Photos - Arlington Annexation
3. Annexation Resolution Accepting the Petition
4. Ordinance Annexating Arlington Annexation
5. Zoning Ordinance

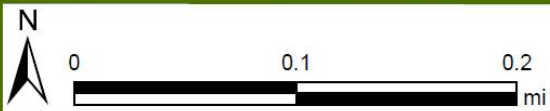
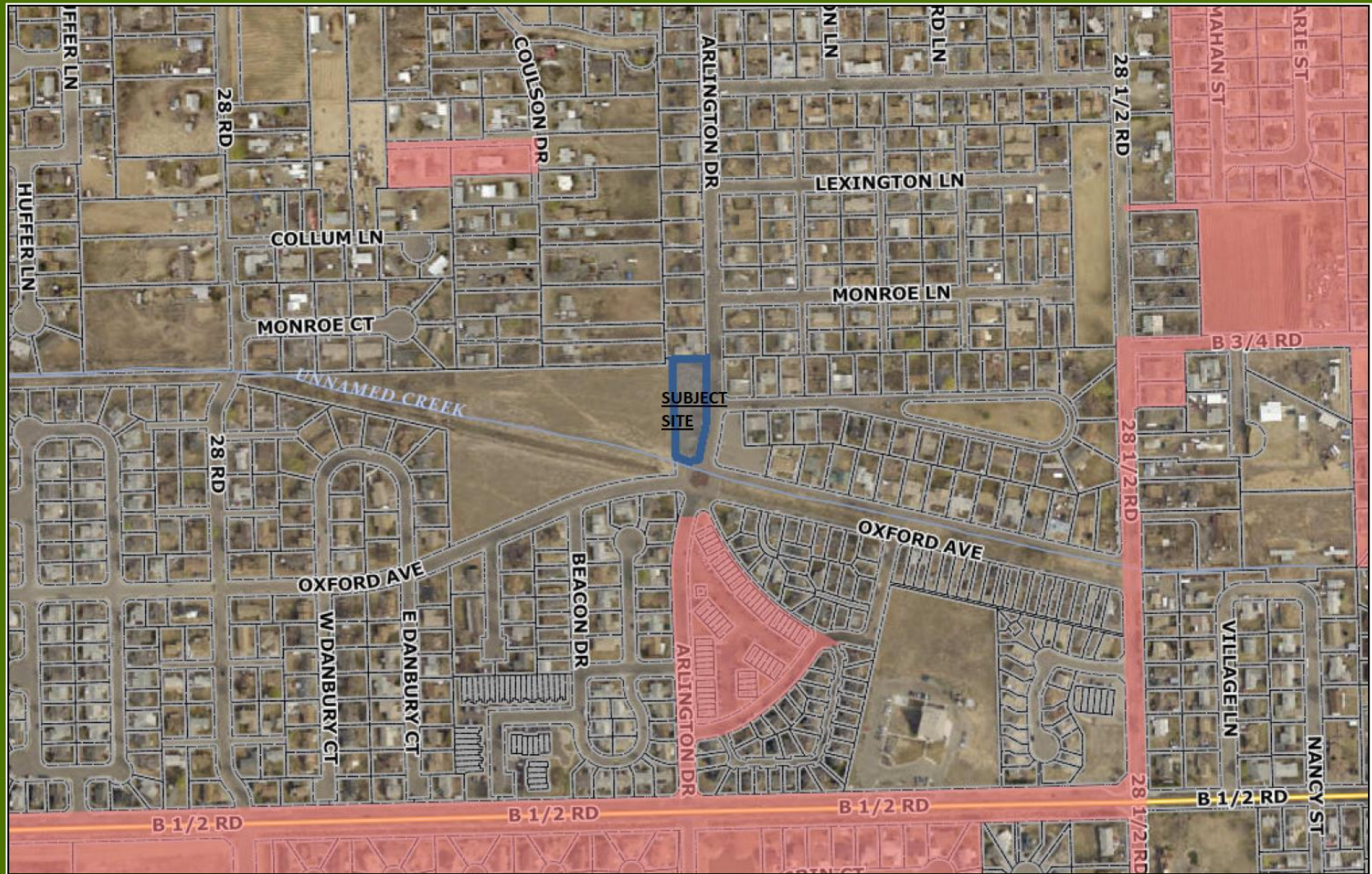
## ARLINGTON ANNEXATION SCHEDULE

<b>February 20, 2019</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>February 26, 2019</b>	Planning Commission considers Zone of Annexation
<b>March 20, 2019</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>April 3, 2019</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>May 5, 2019</b>	Effective date of Annexation

### ANNEXATION SUMMARY

<b>File Number:</b>	ANX-2018-777	
<b>Location:</b>	265 Arlington Dr.	
<b>Tax ID Numbers:</b>	2943-302-28-090	
<b># of Parcels:</b>	1	
<b>Existing Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	1.41	
<b>Developable Acres Remaining:</b>	0.64	
<b>Right-of-way in Annexation:</b>	0.77	
<b>Previous County Zoning:</b>	RSF-4 (Residential Single Family – Rural)	
<b>Proposed City Zoning:</b>	R-4 (Residential – 4 du/ac)	
<b>Current Land Use:</b>	Vacant land	
<b>Future Land Use:</b>	Residential Medium (4 – 8 du/ac)	
<b>Values:</b>	<b>Assessed:</b>	\$9,970
	<b>Actual:</b>	\$34,380
<b>Address Ranges:</b>	265 Arlington Dr.	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation District/ Orchard Mesa Drainage District
	<b>School:</b>	Grand Junction High School / Orchard Mesa Middle School / Lincoln Orchard Mesa Elementary
	<b>Pest:</b>	Grand River Mosquito Control District

# Expanded City Limits Location Map

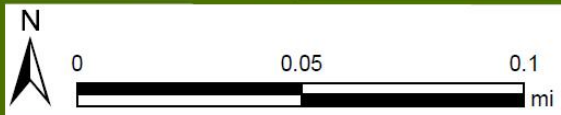
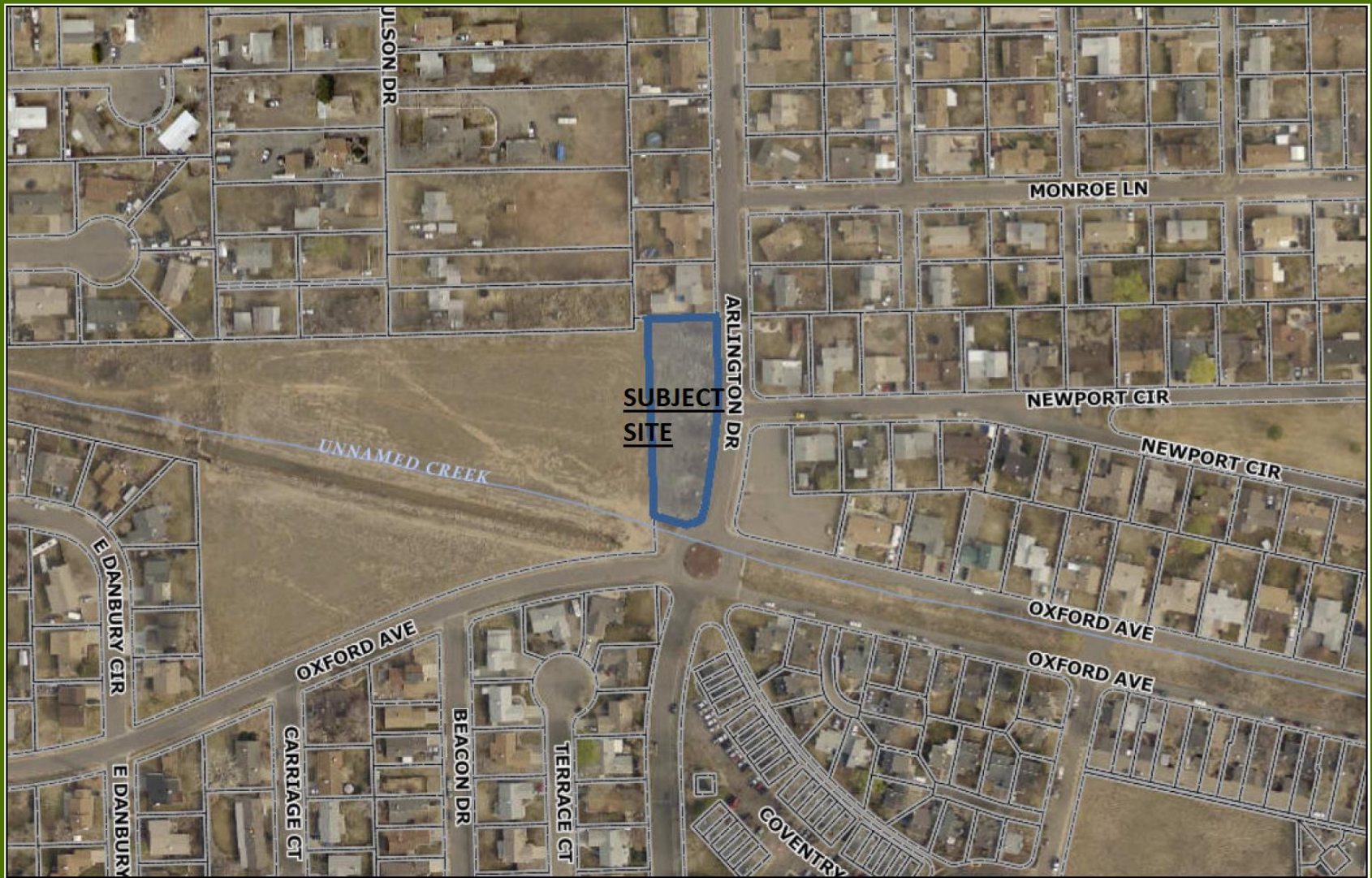


Printed: 2/4/2019

1 inch = 376 feet



# Site Location Map

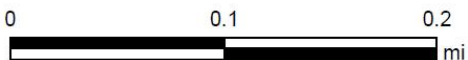
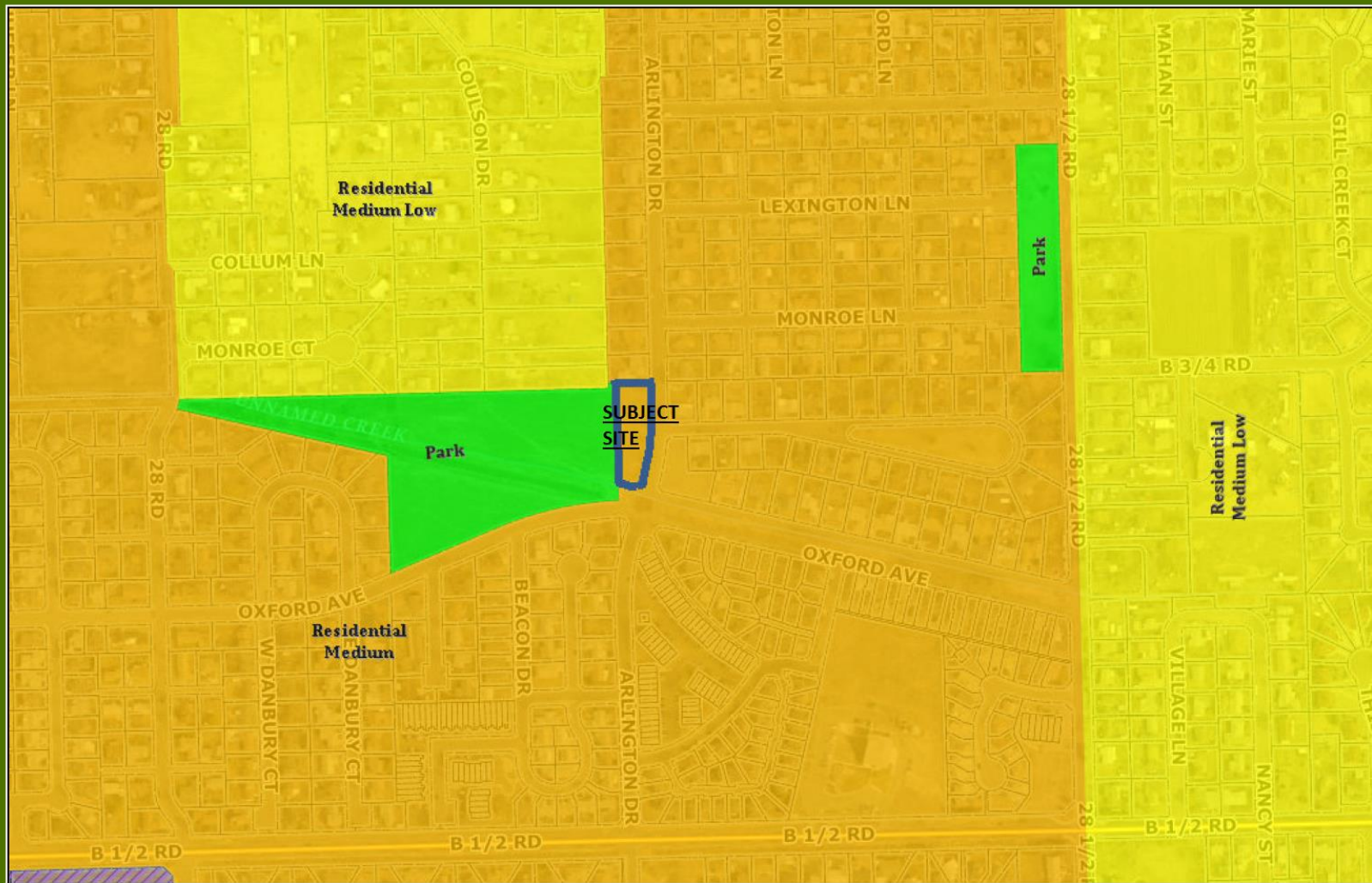


Printed: 2/4/2019

1 inch = 188 feet



# Future Land Use Map

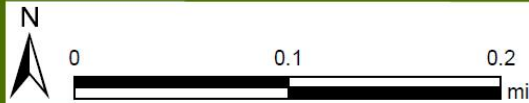
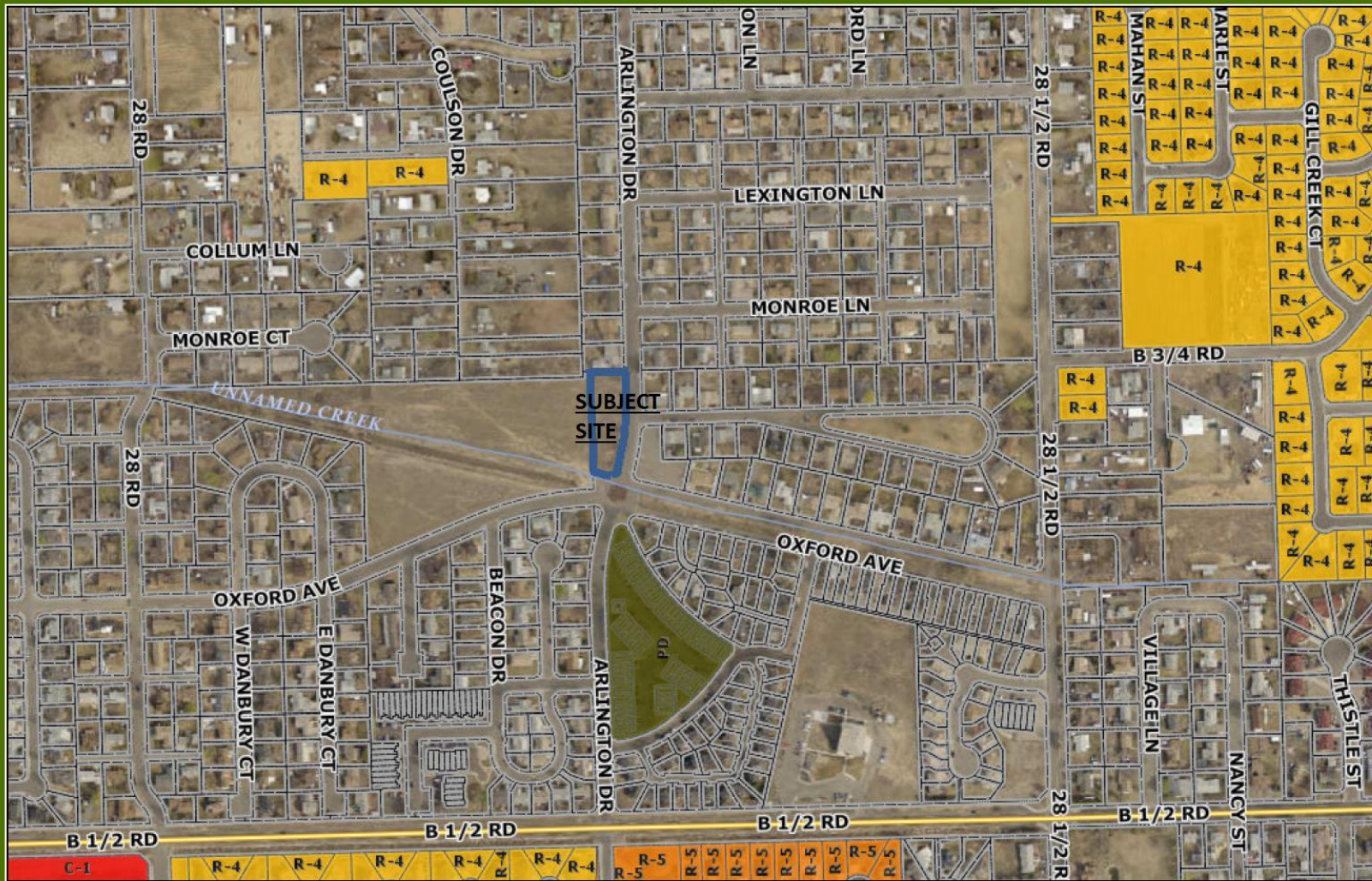


Printed: 2/4/2019

1 inch = 376 feet



# City Zoning Map



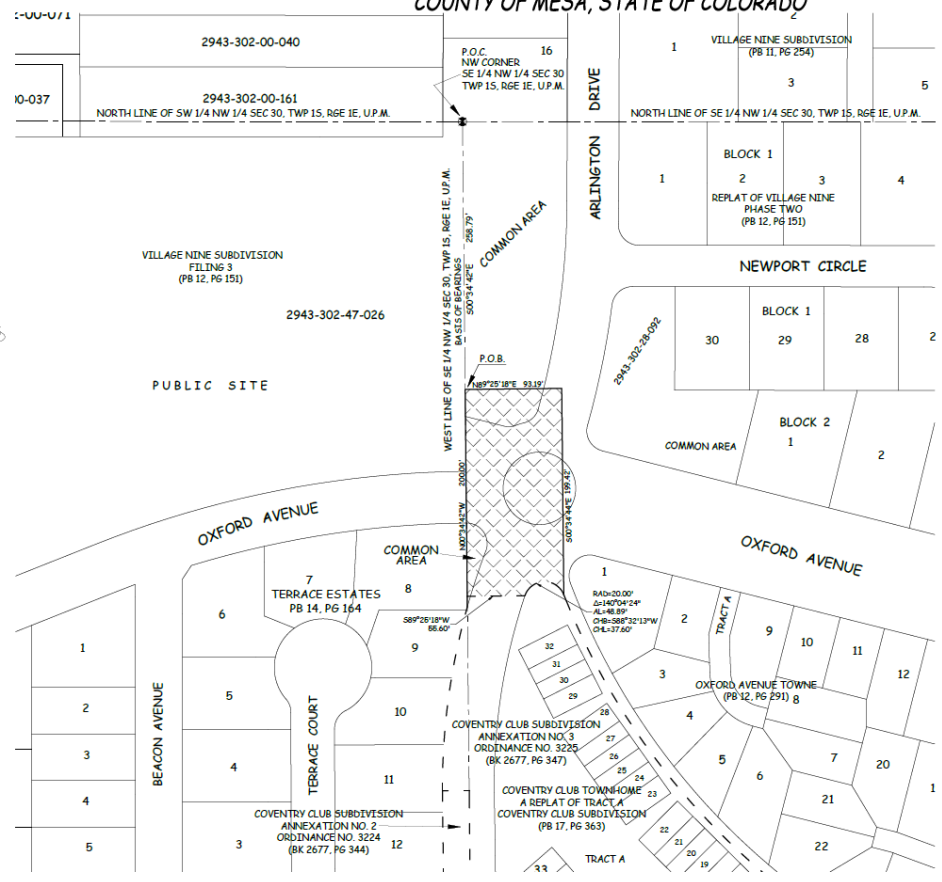
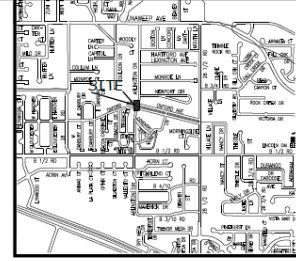
Printed: 2/4/2019

1 inch = 376 feet



# ARLINGTON ANNEXATION NO. 1

LYING IN THE SE 1/4 NW 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 Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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:

COMMENCING at the Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°34'42" E, along said West line, a distance of 258.79 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°25'18" E, a distance of 93.19 feet; thence S 00°34'44" E, a distance of 199.42 feet to a point being the beginning of a 20.00 foot radius curve, concave South, whose long chord bears S 88°32'13" W with a long chord length of 37.60 feet; thence Westerly along the arc of said curve, thru a central angle of 140°04'24", an arc length of 48.89 feet; thence S 89°25'18" W, a distance of 55.60 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30, thence N 00°34'42" W, along said West line, a distance of 200.00 feet, more or less, to the Point of Beginning.

- ABBREVIATIONS**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - R.O.W. RIGHT OF WAY
  - SEC. SECTION
  - TWP. TOWNSHIP
  - RANGE RANGE
  - UTE PRINCIPAL MERIDIAN
  - NO. NUMBER
  - SQ. FT. SQUARE FEET
  - ∠ CENTRAL ANGLE
  - RAD. RADIUS
  - A. ARC LENGTH
  - CH. CHORD LENGTH
  - CHB. CHORD BEARING
  - BLK. BLOCK
  - PG. PLAT BOOK
  - BK. BOOK
  - PG. PAGE

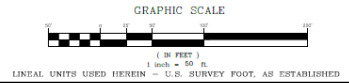
The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

**AREA OF ANNEXATION**

ANNEXATION PERMETER	59711 FT
CIRCUMFERENCE PERMETER	10443 FT
AREA IN SQUARE FEET	1628744
AREA IN ACRES	0.479
PERCENT OF SE 1/4 NW 1/4 (16.47%) (1/6)	

**LEGEND**

ANNEXATION BOUNDARY	—————
EXISTING CITY LIMITS	- - - - -



ORDINANCE NO.  
9999

EFFECTIVE DATE  
9999

THIS IS NOT A BOUNDARY SURVEY

**PRELIMINARY**

TERRY T. KROCK, PLS No. 33224  
Professional Land Surveyor for the  
City of Grand Junction

DATE: \_\_\_\_\_

**NOTICE:**  
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any defect based upon any defect in this survey be commenced more than ten years from the date of the (certification) shown herein.

DRAWN BY	P.T.K.	DATE	01-17-2019
DESIGNED BY		DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY		DATE	

SCALE	1" = 80'
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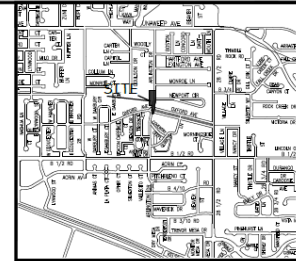
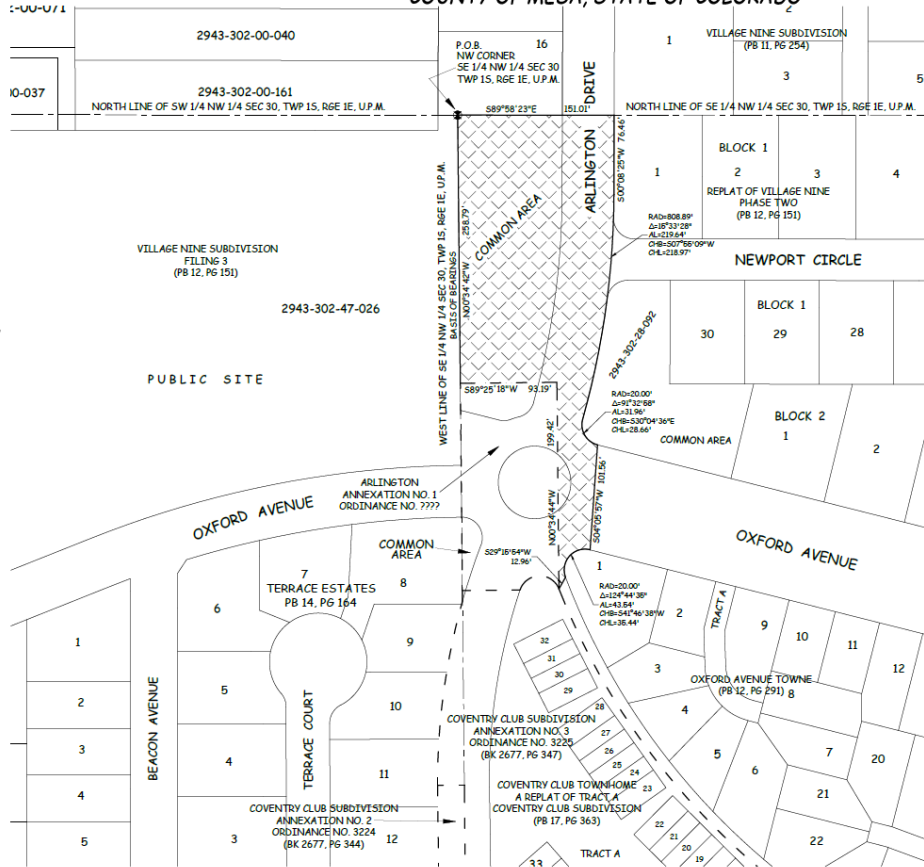


PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

ARLINGTON ANNEXATION  
NO. 1

# ARLINGTON ANNEXATION NO. 2

LYING IN THE SE 1/4 NW 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 Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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 Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°38'23" E, along the North line of the SE 1/4 NW 1/4 of said Section 30, a distance of 151.01 feet to a point on the East right of way for Arlington Drive, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado; thence S 00°08'25" W, along said East right of way, a distance of 76.46 feet to a point being the beginning of a 808.89 foot radius curve, concave West, whose long chord bears S 07°55'09" W with a long chord length of 218.97 feet; thence Southerly along the arc of said curve, thru a central angle of 15°33'28", an arc length of 219.64 feet to a point being the beginning of a 20.00 foot radius curve, concave Northeast, whose long chord bears S 30°04'36" E, with a long chord length of 28.66 feet; thence Southeasterly along the arc of said curve, thru a central angle of 91°32'58", an arc length of 31.96 feet; thence S 04°05'57" W, a distance of 103.56 feet, more or less, to a point on the South right of way for Oxford Avenue, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado, being the beginning of a 20.00 foot radius curve, concave Southeast, whose long chord bears S 41°46'38" W, with a long chord length of 35.44 feet; thence Southeasterly along the arc of said curve, thru a central angle of 124°44'35", an arc length of 43.54 feet; thence S 29°15'54" W, a distance of 12.96 feet; thence N 00°34'44" W, a distance of 199.42 feet; thence S 89°25'18" W, a distance of 93.19 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 258.79 feet, more or less, to the Point of Beginning.

ABBREVIATIONS	
P.O.B.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RANGE	RANGE
UTM.	UTE PRINCIPAL MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
ANG.	ANGLE
RAD.	RADIUS
ARC.	ARC LENGTH
CHL.	CHORD LENGTH
CHD.	CHORD BEARING
BLK.	BLOCK
PLAT.	PLAT BOOK
BK.	BOOK
PG.	PAGE

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

#### AREA OF ANNEXATION

ANNEXATION PERMITS	1,088.54 FT.
CONTIGUOUS PERMITS	202.01 FT.
AREA IN SQUARE FEET	42,733.94
AREA IN ACRES	0.982
*****108,028.52 FT. (2.47 ACRES) (R/W)	

#### LEGEND

ANNEXATION BOUNDARY	---
UTM CITY LIMITS	---

#### GRAPHIC SCALE



ORDINANCE NO. 7777

EFFECTIVE DATE 7/7/2019

THIS IS NOT A BOUNDARY SURVEY



Notice: Applicant or Contractor for this plat construction and approval cannot claim any defect in this survey within three years after the date of approval, such defect, or no claim may only after three years after the date of approval be commenced more than ten years from the date of the construction of such structure.

DRAWN BY	P.T.K.	DATE	01-17-2019
DESIGNED BY		DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY		DATE	

SCALE: 1" = 80'



PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

ARLINGTON ANNEXATION  
NO. 2

## ARLINGTON ANNEXATION – PHOTOS



View from northeast corner of the subject property, looking southwest



View from southwest corner of the subject property, looking north

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

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

**ARLINGTON ANNEXATION  
A SERIAL ANNEXATION COMPRISING ARLINGTON ANNEXATION NO. 1 AND  
ARLINGTON ANNEXATION NO. 2**

**APPROXIMATELY 1.41 ACRES LOCATED AT 265 ARLINGTON DRIVE**

WHEREAS, on the 20<sup>th</sup> day of February 2019, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**ARLINGTON ANNEXATION NO. 1**

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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:

COMMENCING at the Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°34'42" E, along said West line, a distance of 258.79 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°25'18" E, a distance of 93.19 feet; thence S 00°34'44" E, a distance of 199.42 feet to a point being the beginning of a 20.00 foot radius curve, concave South, whose long chord bears S 88°32'13" W with a long chord length of 37.60 feet; thence Westerly along the arc of said curve, thru a central angle of 140°04'24", an arc length of 48.89 feet; thence S 89°25'18" W, a distance of 55.60 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 200.00 feet, more or less, to the Point of Beginning.

CONTAINING 18,267 Square Feet or 0.419 Acres, more or less, as described.

## ARLINGTON ANNEXATION NO. 2

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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 Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'23" E, along the North line of the SE 1/4 NW 1/4 of said Section 30, a distance of 151.01 feet to a point on the East right of way for Arlington Drive, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado; thence S 00°08'25" W, along said East right of way, a distance of 76.46 feet to a point being the beginning of a 808.89 foot radius curve, concave West, whose long chord bears S 07°55'09" W with a long chord length of 218.97 feet; thence Southerly along the arc of said curve, thru a central angle of 15°33'28", an arc length of 219.64 feet to a point being the beginning of a 20.00 foot radius curve, concave Northeast, whose long chord bears S 30°04'36" E, with a long chord length of 28.66 feet; thence Southeasterly along the arc of said curve, thru a central angle of 91°32'58", an arc length of 31.96 feet; thence S 04°05'57" W, a distance of 101.56 feet, more or less, to a point on the South right of way for Oxford Avenue, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado, being the beginning of a 20.00 foot radius curve, concave Southeast, whose long chord bears S 41°46'38" W, with a long chord length of 35.44 feet; thence Southwesterly along the arc of said curve, thru a central angle of 124°44'35", an arc length of 43.54 feet; thence S 29°15'54" W, a distance of 12.96 feet; thence N 00°34'44" W, a distance of 199.42 feet; thence S 89°25'18" W, a distance of 93.19 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 258.79 feet, more or less, to the Point of Beginning.

CONTAINING 42,773 Square Feet or 0.982 Acres, more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 3<sup>rd</sup> day of April, 2019, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 6:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been

divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

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

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**ARLINGTON ANNEXATION  
A SERIAL ANNEXATION COMPRISING ARLINGTON ANNEXATION NO. 1 AND  
ARLINGTON ANNEXATION NO. 2**

**APPROXIMATELY 1.41 ACRES LOCATED AT 265 ARLINGTON DRIVE**

**WHEREAS**, on the 20<sup>th</sup> day of February 2019, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 3<sup>rd</sup> day of April 2019; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**ARLINGTON ANNEXATION NO. 1**

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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:

COMMENCING at the Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°34'42" E, along said West line, a distance of 258.79 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°25'18" E, a distance of 93.19 feet; thence S 00°34'44" E, a distance of 199.42 feet to a point being the beginning of a 20.00 foot radius curve, concave South, whose long chord bears S 88°32'13" W with a long chord length of 37.60 feet; thence Westerly along the arc of said curve, thru a central angle of 140°04'24", an arc length of 48.89 feet; thence S 89°25'18" W, a distance of 55.60 feet, more or less, to a point on the West line of the SE



1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 200.00 feet, more or less, to the Point of Beginning.

CONTAINING 18,267 Square Feet or 0.419 Acres, more or less, as described.

### **ARLINGTON ANNEXATION NO. 2**

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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 Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'23" E, along the North line of the SE 1/4 NW 1/4 of said Section 30, a distance of 151.01 feet to a point on the East right of way for Arlington Drive, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado; thence S 00°08'25" W, along said East right of way, a distance of 76.46 feet to a point being the beginning of a 808.89 foot radius curve, concave West, whose long chord bears S 07°55'09" W with a long chord length of 218.97 feet; thence Southerly along the arc of said curve, thru a central angle of 15°33'28", an arc length of 219.64 feet to a point being the beginning of a 20.00 foot radius curve, concave Northeast, whose long chord bears S 30°04'36" E, with a long chord length of 28.66 feet; thence Southeasterly along the arc of said curve, thru a central angle of 91°32'58", an arc length of 31.96 feet; thence S 04°05'57" W, a distance of 101.56 feet, more or less, to a point on the South right of way for Oxford Avenue, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado, being the beginning of a 20.00 foot radius curve, concave Southeast, whose long chord bears S 41°46'38" W, with a long chord length of 35.44 feet; thence Southwesterly along the arc of said curve, thru a central angle of 124°44'35", an arc length of 43.54 feet; thence S 29°15'54" W, a distance of 12.96 feet; thence N 00°34'44" W, a distance of 199.42 feet; thence S 89°25'18" W, a distance of 93.19 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 258.79 feet, more or less, to the Point of Beginning.

CONTAINING 42,773 Square Feet or 0.982 Acres, more or less, as described.

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 20<sup>th</sup> day of February 2019 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

---

President of the Council

Attest:

---

City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ZONING THE ARLINGTON ANNEXATION  
TO R-4 (RESIDENTIAL – 4 DU/AC)**

**LOCATED AT 265 ARLINGTON DRIVE**

Recitals

The property owners have requested annexation of the 0.64-acre property into the City limits in anticipation of future residential subdivision development

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 Arlington Annexation to the R-4 (Residential – 4 du/ac) zone district respectfully, finding that it conforms with the Residential Medium (4 – 8 du/ac) 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.

After public notice and public hearing, the Grand Junction City Council finds that the R-4 (Residential – 4 du/ac) zone districts are 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:**

**ARLINGTON ANNEXATION NO. 1**

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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:

COMMENCING at the Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°34'42" E, along said West line, a distance of 258.79 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°25'18" E, a distance of 93.19 feet; thence S 00°34'44" E, a distance of 199.42 feet to a point being the beginning of a 20.00 foot radius curve, concave South, whose long chord bears S 88°32'13" W with a long chord length of 37.60 feet; thence Westerly along the arc of said curve, thru a central angle of 140°04'24", an arc length of 48.89 feet; thence S 89°25'18" W, a distance of 55.60 feet, more or less, to a point on the West line of the SE

1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 200.00 feet, more or less, to the Point of Beginning.

CONTAINING 18,267 Square Feet or 0.419 Acres, more or less, as described.

### **ARLINGTON ANNEXATION NO. 2**

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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 Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'23" E, along the North line of the SE 1/4 NW 1/4 of said Section 30, a distance of 151.01 feet to a point on the East right of way for Arlington Drive, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado; thence S 00°08'25" W, along said East right of way, a distance of 76.46 feet to a point being the beginning of a 808.89 foot radius curve, concave West, whose long chord bears S 07°55'09" W with a long chord length of 218.97 feet; thence Southerly along the arc of said curve, thru a central angle of 15°33'28", an arc length of 219.64 feet to a point being the beginning of a 20.00 foot radius curve, concave Northeast, whose long chord bears S 30°04'36" E, with a long chord length of 28.66 feet; thence Southeasterly along the arc of said curve, thru a central angle of 91°32'58", an arc length of 31.96 feet; thence S 04°05'57" W, a distance of 101.56 feet, more or less, to a point on the South right of way for Oxford Avenue, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado, being the beginning of a 20.00 foot radius curve, concave Southeast, whose long chord bears S 41°46'38" W, with a long chord length of 35.44 feet; thence Southwesterly along the arc of said curve, thru a central angle of 124°44'35", an arc length of 43.54 feet; thence S 29°15'54" W, a distance of 12.96 feet; thence N 00°34'44" W, a distance of 199.42 feet; thence S 89°25'18" W, a distance of 93.19 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 258.79 feet, more or less, to the Point of Beginning.

CONTAINING 42,773 Square Feet or 0.982 Acres, more or less, as described.

**INTRODUCED** on first reading this \_\_\_\_ day of \_\_\_\_, 2019 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

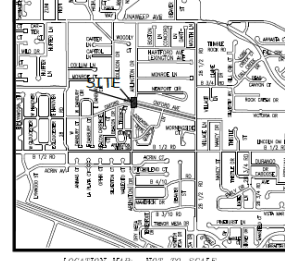
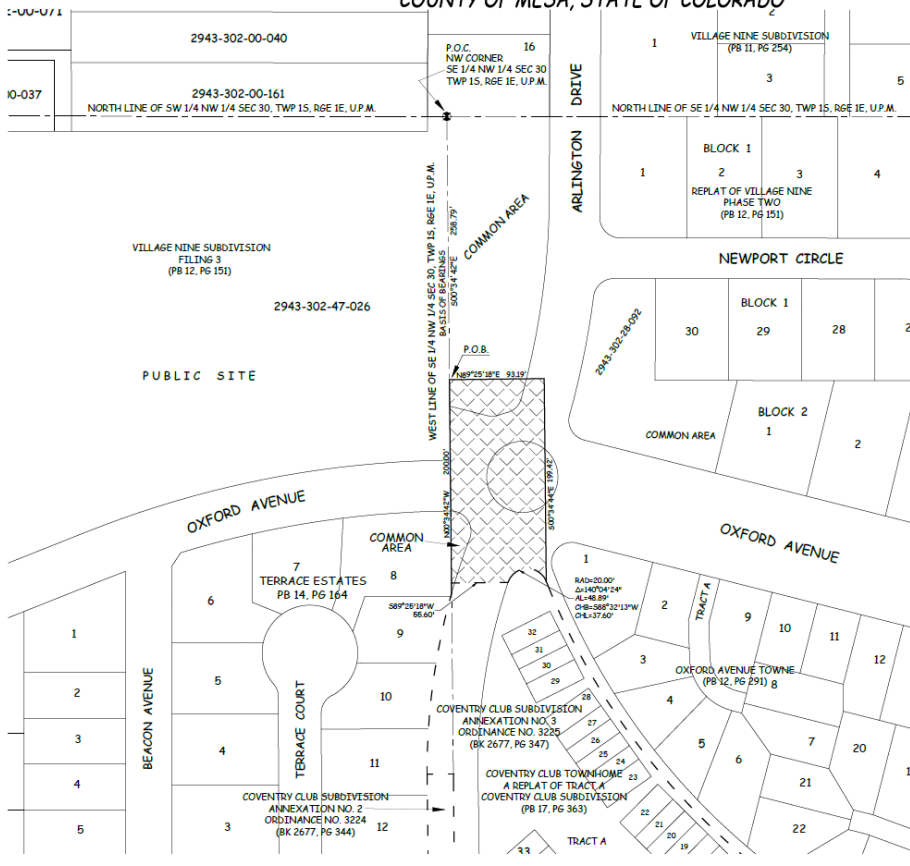
ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

# ARLINGTON ANNEXATION NO. 1

LYING IN THE SE 1/4 NW 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 Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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:

COMMENCING at the Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 00°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°34'42" E, along said West line, a distance of 93.19 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°25'18" E, a distance of 93.19 feet; thence S 00°34'44" E, a distance of 199.42 feet to a point being the beginning of a 200.00 foot radius curve, concave South, whose long chord bears S 88°32'13" W with a long chord length of 37.60 feet; thence Westwarily along the arc of said curve, thru a central angle of 140°04'24", an arc length of 48.89 feet; thence S 89°25'18" W, a distance of 55.60 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 200.00 feet, more or less, to the Point of Beginning.

- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - R.O.W. RIGHT OF WAY
  - SEC. SECTION
  - TWP. TOWNSHIP
  - R.1E. RANGE
  - UTM. UTE PRINCIPAL MERIDIAN
  - NO. NUMBER
  - SQ. FT. SQUARE FEET
  - CR. CENTRAL ANGLE
  - RAD. RADIUS
  - ARC. ARC LENGTH
  - CH. CHORD LENGTH
  - CHD. CHORD BEARING
  - BLK. BLOCK
  - PL. PLAT BOOK
  - BK. BOOK
  - PG. PAGE

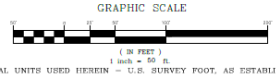
The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

**AREA OF ANNEXATION**

ANNEXATION TERRITORY	59,771.77
CONTIGUOUS TERRITORY	104,461.47
AREA IN SQUARE FEET	16,261,444
AREA IN ACRES	0.473
PROPORTION SQ. FT. LIES IN PLAT (75%) 0.360	

**PERCENT**

ANNEXATION BOUNDARY	-----
EXISTING CITY LIMITS	-----



**ORDINANCE NO.**  
????

**EFFECTIVE DATE**  
????

THIS IS NOT A BOUNDARY SURVEY

**PRELIMINARY**

FRED T. HIRCK, PLS No. 32224  
Professional Land Surveyor for the  
City of Grand Junction

DATE: \_\_\_\_\_

**NOTICE:**  
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. No one shall rely on any action based upon any defect in this survey for a commencing date more than three years from the date of the construction shown herein.

DRAWN BY	PTK	DATE	01-17-2019
DESIGNED BY		DATE	
CHECKED BY	PTK	DATE	
APPROVED BY		DATE	

SCALE	1" = 50'
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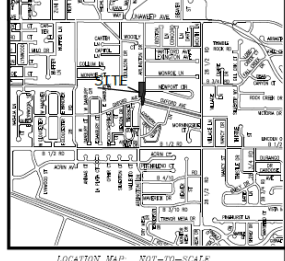
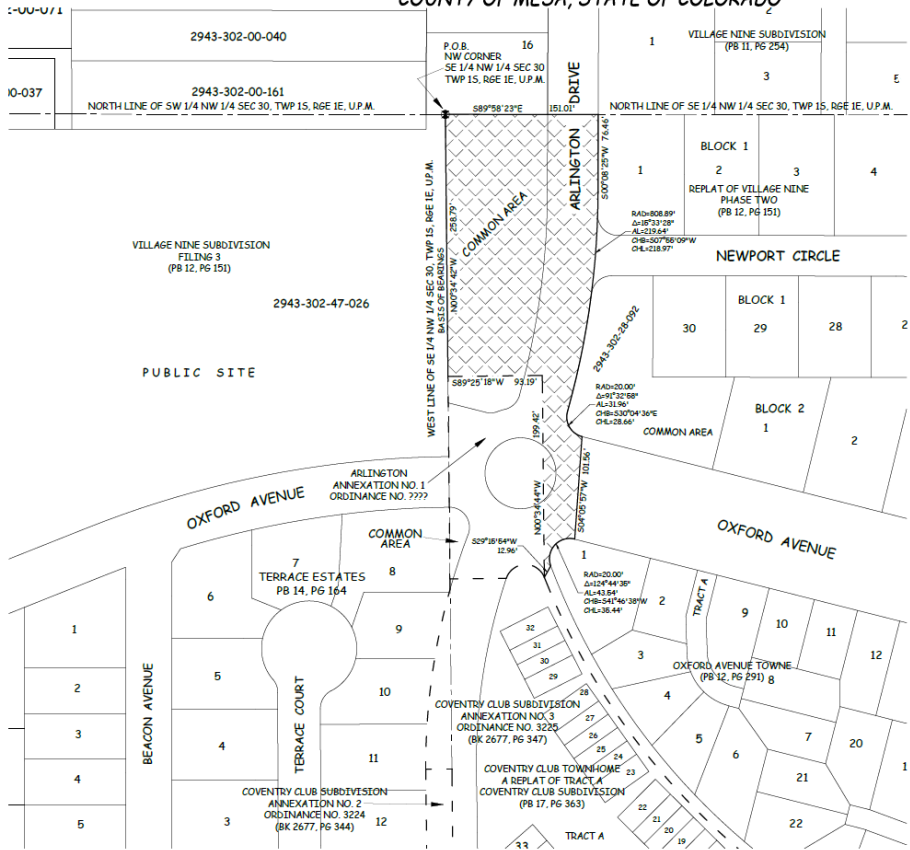


PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

ARLINGTON ANNEXATION  
NO. 1

# ARLINGTON ANNEXATION NO. 2

LYING IN THE SE 1/4 NW 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 Southeast Quarter of the Northwest Quarter (SE 1/4 NW 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 Northwest corner of the SE 1/4 NW 1/4 of said Section 30 and assuming the West line of the SE 1/4 NW 1/4 of said Section 30 bears S 09°34'42" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°58'23" E, along the North line of the SE 1/4 NW 1/4 of said Section 30, a distance of 151.01 feet to a point on the East right of way for Arlington Drive, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado; thence S 09°08'25" W, along said East right of way, a distance of 76.46 feet to a point being the beginning of a 808.89 foot radius curve, concave West, whose long chord bears S 07°59'09" W with a long chord length of 218.97 feet; thence Southerly along the arc of said curve, thru a central angle of 19°33'28", an arc length of 219.44 feet to a point being the beginning of a 20.00 foot radius curve, concave Northeast, whose long chord bears S 30°04'36" E with a long chord length of 28.66 feet; thence Southeasterly along the arc of said curve, thru a central angle of 91°32'58", an arc length of 31.96 feet; thence S 04°05'57" W, a distance of 101.56 feet, more or less, to a point on the South right of way for Oxford Avenue, as same is recorded in Plat Book 12, Page 151, Public Records of Mesa County, Colorado; being the beginning of a 20.00 foot radius curve, concave Southeast, whose long chord bears S 41°46'38" W, with a long chord length of 35.44 feet; thence Southwesterly along the arc of said curve, thru a central angle of 124°44'35", an arc length of 43.54 feet; thence S 29°15'54" W, a distance of 12.26 feet; thence N 00°34'44" W, a distance of 199.42 feet; thence S 89°25'18" W, a distance of 93.19 feet, more or less, to a point on the West line of the SE 1/4 NW 1/4 of said Section 30; thence N 00°34'42" W, along said West line, a distance of 258.79 feet, more or less, to the Point of Beginning.

- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - P.O.R. POINT OF REPLY
  - SEC. SECTION
  - TWP. TOWNSHIP
  - R.1.E. RANGE
  - U.P.M. UTE PRINCIPAL MERIDIAN
  - NO. NUMBER
  - SQ. FT. SQUARE FEET
  - ∠ CENTRAL ANGLE
  - RAD. RADIUS
  - ARC. ARC LENGTH
  - CH. CHORD LENGTH
  - CHORD BEARING
  - BLK. BLOCK
  - PG. PLAT BOOK
  - BK. BOOK
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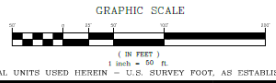
The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

**AREA OF ANNEXATION**

ANNEXATION PERMITS	1,188.54 FT <sup>2</sup>
CONTIGUOUS PERMITS	292.61 FT <sup>2</sup>
AREA IN SQUARE FEET	1,477.15 FT <sup>2</sup>
AREA IN ACRES	0.336
APPROX. 66 FT <sup>2</sup> (1 AC. IN PLAT 78) (B/M)	0.002

**LEGEND**

ANNEXATION BOUNDARY	---
EXISTING CITY LIMITS	---



**ORDINANCE NO.**  
?????

**EFFECTIVE DATE**  
?????

**PRELIMINARY**

PREPARED BY: T. KRICK, P.L.S. No. 32824  
Professional Land Surveyor for the  
City of Grand Junction

DATE: \_\_\_\_\_

THIS IS NOT A BOUNDARY SURVEY

**Notice**  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. No fee shall be paid any claim based upon any defect in this survey be commenced more than five years from the date of the publication of this map.

DRAWN BY	P.T.K.	DATE	01-17-2019
DESIGNED BY		DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY		DATE	

**SCALE**  
1" = 50'



PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

ARLINGTON ANNEXATION  
NO. 2



## Grand Junction Planning Commission

### Regular Session

Item #7.a.iii.

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**Meeting Date:** April 3, 2019

**Presented By:** Kathy Portner, Community Services Manager

**Department:** Community Development

**Submitted By:** Kathy Portner

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### **Information**

#### **SUBJECT:**

An Ordinance Amending Ordinance No. 3981 and Ordinance No. 4662, Planned Development for Corner Square, Located at 2525 Meander Court

#### **RECOMMENDATION:**

The Planning Commission heard this item at their March 26, 2019 meeting and unanimously (7-0) approved the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, F & P Development LLC is requesting approval of an amendment to the existing Outline Development Plan (ODP) for the Corner Square development, located at the southwest corner of N. 1st Street and Patterson Road. The Applicant is proposing an Assisted Care and Memory Care facility on the remaining area of Pod G, which will complete the development of Corner Square. The proposed amendments are as follows:

- The addition of Group Living as an allowed use;
- Increase the maximum building size to 65,000 square feet for group living facilities;
- and
- Establish a new phasing schedule.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

Ordinance No. 3981, adopted in 2006, established the Planned Development (PD) zoning and Outline Development Plan (ODP) for the 20-acre Corner Square development, located at the southwest corner of N. 1st Street and Patterson Road.

Ordinance 4662, adopted in 2015, amended the original ordinance, changing the default zone of Pod G from R-12 (Residential, 12 du/ac) to B-1 (Neighborhood Business) restricting the uses to residential, office, personal services, and commercial parking. Group Living facilities were specifically prohibited. Pods A, C, D and E have been developed as retail/office and Pod B is currently under construction for a retail/office building. In addition, Pod H contains a multifamily apartment complex. Pod G was subdivided into two lots in 2015. Lot 1 (.83 acres) has been developed into a parking lot to serve the overall development. Lot 2 (2.62 acres) is the last remaining vacant land within the Corner Square Planned Development. All of the public infrastructure, including roads and utilities, has already been completed to service all of the Corner Square development.

The approved ODP for Pod G, as amended with Ordinance 4662, was for Mixed Use with a default zone of B-1 (Neighborhood Business). The Mixed Use designation allowed for multifamily residential, professional services and off-site parking, but specifically disallowed certain uses, including group homes. The Applicant is requesting to add Group Living facilities as an allowed use, which would allow for the proposed Assisted Care and Memory Care facilities.

The Applicant is also requesting to increase the maximum building size to 65,000 square feet, specific to the Group Living Use. The existing ODP has a maximum building size of 30,000 square feet for mixed use buildings, which could include residential, and 25,000 square feet for office uses. The proposed Assisted Care facility would be approximately 60,000 to 65,000 square feet and the proposed Memory Care facility would be between 15,000 and 20,000 square feet. Because of the need for centralized services and security, the proposed uses cannot function well when limited to 30,000 square feet per building.

The approved development schedule included a completion date of December, 2018. Although the property was fully developed within that timeframe with all required infrastructure, Lot 2 of Pod G is the only lot that is undeveloped. The applicant is requesting a new development schedule with a completion date of December, 2022. However, the intent is to begin construction in 2019 with completion in 2020.

### **NOTIFICATION REQUIREMENTS**

As required by § 21.02.080 (e) of the Zoning and Development Code, a Neighborhood Meeting was held on February 5, 2019. Seven people attended the meeting along with City Staff. Generally, those in attendance were supportive of the proposal, but concerned with the continuation of construction noise.

Notice was provided in accordance with §21.02.080 (g) of the Zoning and Development Code. On March 15, 2019 notice of the application was mailed to property owners within 500 feet of the subject property. An application sign was posted on the property



on or before March 15, 2019 and notice of the public hearing was published March 19, 2019 in the Daily Sentinel.

## **ANALYSIS**

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 request to amend the Corner Square Planned Development Outline Development Plan is consistent with the following Goals and Policies of the Comprehensive Plan.

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

Policy A. To create large and small “centers” throughout the community that provide services and commercial areas.

Policy B. Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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

Policy B. Encourage mixed-use development and identification of locations for increased density.

The Corner Square project is a mixed use development that provides housing, services and retail uses; thereby providing the opportunity to reduce trips and housing for a variety of life stages. Therefore, staff finds this criterion has been met.

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 Zoning and Development Code applied in 2006 when the PD was established and again in 2015 when the PD ordinance was amended, required a Conditional Use Permit for large and unlimited Group Living facilities in the B-1 zone district, which is the default zone for Pod G. The purpose of the B-1: Neighborhood Business zone district is as follows: To provide small areas for office and professional services combined with limited retail uses, designed in scale with surrounding residential uses; a

balance of residential and nonresidential uses. The current Zoning and Development Code (revised in 2017) allows all sizes of Group Living facilities as a use by right in the default B-1 zone district. Further, the functions of an Assisted Living facility necessitate centralized services, making it inefficient to have multiple buildings rather than one structure. This subsequent event of recognizing the group living is a consistent use with the intent of the B-1 zone district works to invalidate the original premises and, therefore, Staff finds that this criterion has been met.

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

Since the original PD ordinance was established for Corner Square, the 2010 Comprehensive Plan designated a large area west of 1st Street, on either side of Patterson Road as a Neighborhood Center. Neighborhood Centers provide for limited employment, residential, open space and limited retail focused on uses that provide convenience items to the immediate neighborhood. Residential uses are encouraged to integrate with commercial uses. The allowance for group living facilities in the Corner Square development provides for additional integration of residential and commercial uses. Therefore, this criterion has been met.

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

All major utilities are available to the property and are adequate to serve group living facilities as proposed. Staff finds that this criterion has been met.

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

There are a number of zone districts that would allow for large and unlimited group living facilities, including R-12, R-16, R-24, R-O, B-1, B-2, C-1, M-U and BP; therefore, staff finds that there is an adequate supply of suitably designated land for the proposed use and does not find that this criterion has been met.

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

The Corner Square Planned Development provides a mixed use neighborhood that meets the intent of the Comprehensive Plan. The proposed amendment to allow for the development of an assisted care facility provides a public benefit by completing infill development in an area already served by infrastructure and providing additional housing types for varying life stages. Therefore, Staff finds that 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.

No changes to setbacks established with Ordinance 3981 are proposed. Setbacks in Pod G will remain as follows: 15/20 front, 5/3 side and 15/3 rear.

(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.

No changes are proposed to open space requirements. Open Space requirements will be determined by the type of use proposed.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

No changes are proposed to standards established with Ordinance 3981. Fencing and screening will be as per Code.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

No changes are proposed to standards established with Ordinance 3981. Landscaping will be as per Code.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

No changes are proposed to standards established with Ordinance 3981. Parking requirements will be as per 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.

All streets located in Corner Square have already been constructed in accordance with City standards.

d) The applicable corridor guidelines and other overlay districts.

There are no applicable corridor guidelines or other overlay districts for this property.

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

All major utilities are available to the property and are adequate to serve group living

facilities as proposed. Staff finds that this criterion has been met.

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

Adequate circulation and access is provided to all development pods. Staff finds that this criterion has been met.

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

Screening and buffering will be provided as per Code. Staff finds that this criterion has been met.

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

No change is proposed for the density of Pod G, which is 8 to 12 dwelling units per acre. Density of group living facilities are calculated as four beds equal one dwelling unit.

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

The only change proposed to the standards for Pod G is to increase the maximum building size from 30,000 square feet to 65,000 square feet to accommodate the unique needs of an assisted living facility.

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

The approved development schedule included a completion date of December, 2018. Although the property was fully developed within that timeframe with all required infrastructure, Lot 2 of Pod G is the only lot that is undeveloped. The applicant is requesting a new development schedule with a completion date of December, 2022. However, the intent is to begin construction in 2019 with completion in 2020.

#### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the request for approval of a Planned Development amendment for Pod G of the Corner Square development to allow Group Living as a use, increase the maximum building size to 65,000 square feet for group living facilities and modify the phasing schedule, (PLD-2019-84), the following findings of fact have been made:

1. The Outline Development Plan conforms with the requirements of Section 21.02.150

(b) (2) of the Grand Junction Zoning and Development Code, including meeting more than one of the rezoning criteria provided in Section 21.02.140.

Therefore, Staff recommends approval.

**SUGGESTED MOTION:**

I move to (approve or deny) Ordinance No. \_\_\_\_\_ , Amending Ordinance No. 3981 and Ordinance No. 4662, Planned Development for Corner Square, Located at 2525 Meander Court.

**Attachments**

1. Exhibit List Corner Square PD amendment
2. Site maps
3. Proposed Ordinance to Amend the PD District









**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE No. 3981 AND ORDINANCE NO. 4662  
PLANNED DEVELOPMENT FOR CORNER SQUARE**

**LOCATED AT 2525 MEANDER COURT**

Recitals:

The Applicant, F & P Development LLC is requesting approval of an amendment to the existing Outline Development Plan (ODP) for the Corner Square development, located at the southwest corner of N. 1<sup>st</sup> Street and Patterson Road. The Applicant is proposing an Assisted Care and Memory Care facility on the remaining area of Pod G, which will complete the development of Corner Square. The proposed amendments are as follows:

- The addition of Group Living as an allowed use;
- Increase the maximum building size to 65,000 square feet for group living facilities; and
- Establish a new phasing schedule.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Planning Commission reviewed the request for the proposed amendment to Corner Square Planned Development and determined that it satisfies the applicable criteria of the Zoning and Development Code, is consistent with the purposes, intent, goals and policies of the Comprehensive Plan, and is generally compatible with land uses located in the surrounding area, and recommended approval.

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

**The Corner Square Planned Development (Ordinance No. 3981) is amended as follows:**

1. Group Living is added as an allowed use for Pod G
2. Maximum building size for Group Living Facilities shall be 65,000 square feet
3. The development schedule shall establish a completion date of December 31, 2022

Introduced on first reading this 20<sup>th</sup> day of March 2019 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor