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**CITY COUNCIL AGENDA
WEDNESDAY, APRIL 17, 2019
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order, Pledge of Allegiance, Invocation

Kristine Bennett, SGI USA

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

Presentations

Final Certification of Election Results

Proclamations

Proclaiming April 27, 2019 as Arbor Day in the City of Grand Junction

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 April 3, 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. Legislative
 - i. Introduction of an Ordinance Making Supplemental Appropriations for 2019 and Set Public Hearing for May 1, 2019.
 - ii. Introduction of an Ordinance in Regards to the Refunding (Refinancing) of \$30,000,000 Certificates of Participation, Series 2010B, and Set Public Hearing for May 1, 2019
 - iii. Introduction of an Ordinance Amending the Comprehensive Plan to Include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan and Set a Hearing for May 1, 2019
- b. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the Maverick Estates Annexation R-4 (Residential - 4 du/ac), Located at 2428 H Road and Set a Public Hearing for May 1, 2019

3. Contracts

- a. Purchase of Two Fire Pumper Trucks
- b. Contract for Street Maintenance - 2019 Asphalt Overlay Project

- c. Construction Contract for the Riverfront at Dos Rios Business Park Phase I Project
- d. Orchard Avenue Street Reconstruction Contract Award and Mesa County Memorandum of Understanding Amendment #1

REGULAR AGENDA

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

4. Deliberations/Decision Regarding Ordinance No. 4833

- a. An Ordinance to Amend Chapters 12.04 and 12.08 of the Grand Junction Municipal Code and Section 21.06.010 of the Zoning and Development Code Regarding Camping on Public Property/Public Places

5. Public Hearings

- a. Quasi-judicial
 - i. An Ordinance Rezoning Lot 113 of Brookwillow Village from PD (Planned Development) to R-12 (Residential – 12 Dwelling Units per Acre) and R-16 (Residential – 16 Dwelling Units per Acre), Located Directly East of Brookwillow Loop
 - ii. An Ordinance Rezoning 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

6. 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.

7. Other Business

8. Adjournment



Grand Junction City Council

Regular Session

Item #

Meeting Date: April 17, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

Final Certification of Election Results

RECOMMENDATION:

Staff recommends certification of election results.

EXECUTIVE SUMMARY:

The purpose of this item is to issue a final certification of the April 2, 2019 election results.

BACKGROUND OR DETAILED INFORMATION:

On April 3, 2019, City Council, as the canvassing board, issued an initial certification of the election results based on the tabulation of qualified ballots received by Mesa County up to April 2.

In order for them to be counted, ballots from uniformed and overseas voters and those voters with signature discrepancies on their return envelope had to be received by April 10. That deadline has since passed, and the final certification is the tabulation of all qualified ballots received in this election.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. Final Certification of Election 2019

DRAFT

Certificate will be
updated with the final
results after April 10

CITY OF GRAND JUNCTION, COLORADO



FINAL CERTIFICATE OF ELECTION

APRIL 17, 2019

I, Wanda Winkelmann, City Clerk of the City of Grand Junction, Colorado, do hereby certify that the final 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	
TOTAL BALLOTS CAST	

CANDIDATES

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

Candidates	District A	District B	District C	District D	District E	TOTAL
Aaron Michelson						
Phillip Pe'a						

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

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

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

Candidates	District A	District B	District C	District D	District E	TOTAL
Jim Doody						
Chuck McDaniel						
Dennis J. Simpson						

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						

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

FINAL CERTIFICATE OF ELECTION

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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						

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?

FINAL CERTIFICATE OF ELECTION

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

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						

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						

FINAL 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						

We, the undersigned Canvassing Board, have reviewed the final 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 **Final Certificate of Election** signed at the Regular City Council meeting on April 17, 2019 includes the final election results issued by the Mesa County Clerk and Recorder and supersedes the **Initial Certificate of Election/Abstract of Votes** that was signed at the April 3, 2019 Regular City Council meeting.

FINAL CERTIFICATE OF ELECTION

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Certified this 17th day of April, 2019.

Wanda Winkelmann, MMC
City Clerk

Signed this 17th day of April, 2019.

Barbara Traylor Smith
Mayor, District B

Bennett Boeschenstein
Mayor Pro Tem, District C

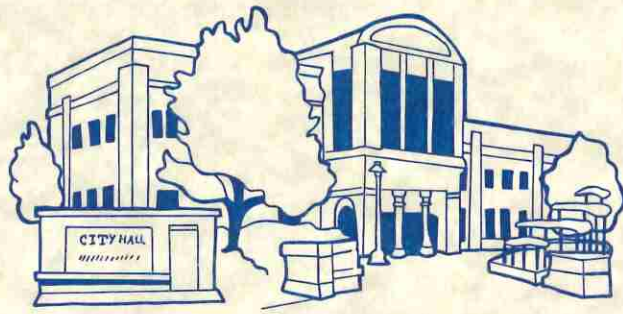
Phyllis Norris
Councilmember, District A

Duke Wortmann
Councilmember, District D

Duncan McArthur
Councilmember, District E

Chris Kennedy
Councilmember, At Large

Rick Taggart
Councilmember, At Large



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** trees are an important asset to the City of Grand Junction, State of Colorado, providing shade, shielding properties from wind and storms, reducing noise levels, acting as homes for wildlife, and providing oxygen for the air we breathe; and
- Whereas,** trees enhance the beauty of the City of Grand Junction, State of Colorado, with various forms, textures and colors; and
- Whereas,** all citizens of Grand Junction, now and in the future, will benefit from the planting of trees; and
- Whereas,** the State of Colorado has officially declared the 19th day of April as Arbor Day; and
- Whereas,** the City of Grand Junction will celebrate the 27th day of April in our community with a fun and educational experience with kids to gain a greater understanding of the importance of trees; and
- Whereas,** the City of Grand Junction has been recognized as a Tree City USA for thirty-seven years by The National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April 27, 2019 as

"Arbor Day"

in the City of Grand Junction and encourage all citizens to support our City's Urban Forestry Program and to participate in this effort by planting a tree for a better future.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17th day of April, 2019.

Mayor

GRAND JUNCTION CITY COUNCIL

MINUTES OF THE REGULAR MEETING

April 3, 2019

The City Council of the City of Grand Junction convened into regular session on the 3rd day of April, 2019 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Duke Wortmann, Rick Taggart and Council President Barbara Traylor Smith. 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.

Presentations

Initial Certification of Election Results

City Clerk Wanda Winkelmann presented the initial certification of election results. City Council, as the canvassing board, signed the initial certification. The final certification will be presented at the April 17th meeting.

Appointments

To the Visit Grand Junction Board

Councilmember Boeschstein moved to appoint Mikhail Blosser to the Visit Grand Junction Board. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

Certificates of Appointment

To the Commission on Arts and Culture

Councilmember Norris presented certificates of appointment to the Commission on Arts and Culture to John Cooper, Kelley Raymond and Ron Cloyd.

City Manager Report

City Manager Greg Caton reported the City's Standard & Poor's Rating Increase from an A+ to an AA- which is an increase from an upper medium grade to a high grade rating.

This significant increase removes the need to purchase bond insurance or establish a debt service reserve fund, which will save the City money when borrowing funds.

Council Reports

Councilmember Wortmann thanked the City of Grand Junction residents for passing 2B.

Councilmember Boeschstein attended the Business Incubator, and Historic Preservation Board Meeting, and lauded City Council for their accomplishments during his terms.

Councilmember Norris attended many meetings, the Young Entrepreneur's Program Graduation, Board of Commissioners Appreciation Dinner, and thanked citizens for their support of public safety.

Councilmember Kennedy echoed Councilmember Boeschstein's comments and discussed the voter turnout for the April 2nd election.

Council President Traylor Smith also expressed her gratitude for the passing of 2B.

CONSENT AGENDA

Councilmember Kennedy moved to approve items #1 - #6 on the Consent Agenda. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

1. Approval of Minutes

- a. Minutes of the March 20, 2019 Regular Meeting

2. Set Public Hearings

- 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

Public Hearing - 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

Principal Planner Dave Thornton presented this item.

Conversation ensued about whether this property is an enclave and the public safety concerns enclaves create.

The public hearing was opened at 6:33 p.m.

There were no public comments.

The public hearing was closed at 6:33 p.m.

Councilmember Kennedy moved to adopt 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 ordered final publication in pamphlet form, and Ordinance No. 4844, an ordinance zoning the Hosanna Annexation to R-8 (Residential - 8 du/ac), located at 743 ³/₄ Road, on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried unanimously by roll call vote.

Public Hearing - 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

Associate Planner Jace Hochwalt presented this item.

Conversation ensued about the property being designated as open space and the history or application beyond that designation, surrounding area "parks" and ownership of those areas, sewer and road improvements per the Persigo Agreement, and Grand Junction Rural Fire Protection District fiscal impact.

The public hearing was opened at 6:54 p.m.

Brianna Board spoke about development "best practices" for this property.

The public hearing was closed at 6:56 p.m.

Conversation continued about the open space designation on the plat, ownership, the Persigo Agreement, and the need to update the annexation process.

Councilmember Kennedy moved to adopt 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 ordered

final publication in pamphlet form, and Ordinance No. 4846 an ordinance zoning the Arlington Annexation to R-4 (Residential - 4 du/ac), located at 265 Arlington Drive, on final passage and ordered final publication in pamphlet form. Councilmember Wortmann seconded the motion. Motion by carried by roll call vote with Councilmember Boeschstein voting NO.

Public Hearing - An Ordinance Amending Ordinance No. 3981 and Ordinance No. 4662, Planned Development for Corner Square, Located at 2525 Meander Court

Community Services Manager Kathy Portner presented this item.

The public hearing opened at 7:09 p.m.

There were no public comments.

The public hearing was closed at 7:09 p.m.

Councilmember Kennedy moved to adopt Ordinance No. 4847, an ordinance amending Ordinance No. 3981 and Ordinance No. 4662, Planned Development for Corner Square, located at 2525 Meander Court on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

Meeting adjourned at 7:11 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: April 17, 2019

Presented By: Jodi Romero, Finance Director, Greg Caton, City Manager

Department: Finance

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

Introduction of an Ordinance Making Supplemental Appropriations for 2019 and Set Public Hearing for May 1, 2019.

RECOMMENDATION:

Introduce a proposed ordinance regarding supplemental appropriations for 2019 and set a public hearing for May 1, 2019.

EXECUTIVE SUMMARY:

This request is to appropriate funds and authorize spending to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction and the Downtown Development Authority based on proposed 2019 budget amendments. Supplemental appropriations are required to ensure adequate appropriations by fund and often are needed to carry forward capital projects that regularly span more than one year. This action re-appropriates the funds for projects approved and started in the prior budget year but not completed in that year. Because these capital projects have already been planned for and the expenditure approved by Council in the 2018 budget, they do not decrease the budgeted fund balances. Supplemental appropriations are also required to authorize spending of unbudgeted revenues which are a result of successful grant applications, as well as new spending from available resources because of project or economic development opportunities that arise during the year, all subject to City Council approval.

BACKGROUND OR DETAILED INFORMATION:

City Council authorizes spending at a fund level based on the line item budget as reviewed and approved. The authorization occurs through the adoption of the Appropriations Ordinance. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to carryforward capital projects and approve new projects or expenditures. When a project includes transfer from one fund to another, both the transfer and the expenditure have to be appropriated.

The 2019 Supplemental Appropriation includes spending authorization in the following funds as described below. A detail chart of supplemental appropriations is included with this staff report.

General Fund (100)

The General Fund requires supplemental appropriations of \$1.4 million for the carryforward of the 2018 economic development allocations to Bonsai, Homeward Bound, and Botanical Gardens; as well as carryforwards to complete the development impact fee study; purchase of a police vehicle (which was ordered in 2018 but not received until 2019); the transfer to the Sales Tax Capital Improvement Fund for the North Avenue Streetscape project; spending for Police Department programs supported by grants; and Fire Department records management system.

Additionally, supplemental appropriations of \$714,950 is requested for the purchase of Fire Engine #6 and related equipment which will be considered by City Council on April 17, 2019 by separate action. If approved this purchase will be fully funded out of the City's share of the Mesa County Public Safety Sales Tax.

As a result of frugal spending by departments and salary savings due to vacancies, the General Fund ending fund balance at 12/31/2018 (pre-audit) is \$30.3 million (before internal loans). After carryforwards are accounted for, this adds an additional \$2 million to the projected ending fund balance for 2019.

It is staff's recommendation to add to the 2019 funds budgeted for the development of the Riverfront at Dos Rios. The requested supplemental appropriation for this project is \$1.2 million and would provide for property acquisition and site development work including the extension of an Xcel gas line. The 2019 approved budget includes \$400,000, if approved a total of \$1.6 million would be invested towards this riverfront development. This would be a transfer from General Fund to the Sales Tax Capital Improvement Fund.

With the voter's authorization of the First Responders .50% Sales Tax on April 2nd, 2019, staff proposes for City Council consideration the advancement of projects and staffing for the Fire Department. This includes breaking ground on Fire Station #6 in the fall of this year, adding a training officer in preparation for training new firefighters, and hiring 5 of the new firefighters to join the July Fire Academy. The total staffing cost

for partial year compensation and one time gear is \$323,000 and the Fire Station #6 construction cost is \$4.1 million. The General Fund would cash flow this for a total of \$4.4 million from available general fund balance. The funds for Fire Station #6 would be transferred from General Fund to the Sales Tax Capital Improvement Fund. This would require City Council authorization to use a portion of the 25% minimum reserve balance, however, this amount would be replenished in the 2020 budget (according to Council Minimum Reserve Policy) from the First Responders Sales Tax. The Police Department also proposes to advance the hiring of three civilian support positions including a code enforcement officer, expand recruitment efforts, and prepare to add to the fleet by ordering new patrol cars in the fall of this year. This does not require a supplemental appropriation because there is appropriation capacity for the Police Department due to vacancy savings. However funds spent from the General Fund will be repaid in 2020 from the First Responders Sales Tax as well. Based on projections of revenues generated from the First Responders Sales Tax in 2020, funds will be sufficient to replenish the General Fund Balance as well as fund the additional firefighter (to complete staff for Fire Station #6) and police officer positions (as well as related equipment) planned for 2020. It is estimated that Fire Station #7 will be completed in 2021.

New spending authorization of \$6.3 million combined with carryforwards of \$1.4 million, total \$7.7 million in total requested supplemental appropriation.

E911 Regional Communication Center Fund (101)

The E911 Fund requires supplemental appropriations of \$368,296 for the transfer to the Communication Center Fund for carryforward of three projects including the relocation of the Grand Mesa Tower and the Microwave Hop for the Grand Mesa Tower, as well as the Logging Recorder.

Communication Center (405)

The Communications Center Fund requires supplemental appropriations of \$368,296 for the carryforward of three projects including the logging recorder, relocation of a microwave hop on the Grand Mesa Tower and the relocation of the Grand Mesa Tower.

Downtown Development Authority Fund (103)

The Downtown Development Authority Fund will require supplemental appropriations of \$500,000 in order to loan ASWY, LLC funds for the purpose of developing a project located at 702 Main Street and 734 Main Street. The loan will be secured by note and deed of trust on both properties and has an interest rate of 2%. The terms of the loan include forgiveness of up to the entire balance if certain performance measures are achieved according to a specific timeline. This loan was approved by the Downtown Development Board of Directors on March 14, 2019.

CDBG Fund (104)

The CDBG Fund requires supplemental appropriations of \$122,000 for transfer to the Sales Tax Capital Improvement Fund for completion of the two safe routes to school projects including Nisley Elementary and Bookcliff Middle School Pedestrian Improvements.

Conservation Trust Fund (110)

The Conservation Trust Fund requires supplemental appropriations of \$46,177 for transfer to the Sales Tax Capital Improvement Fund for the carryforward of the improvements to Emerson park Restrooms.

Sales Tax Capital Improvement Fund (201)

The Sales Tax Capital Improvement Fund requires supplemental appropriations of \$7.5 million for the carryforward and completion of 12 capital projects including Alley Improvement District, Bookcliff and Nisley Pedestrian Improvements, a bridge replacement project, cemetery improvements, Emerson Park restroom improvements, Greenway at Dos Rios, Horizon Drive pedestrian improvements, Las Colonias business park and River Recreation completion, North Avenue streetscape improvements, and transfer to the Storm Drainage Fund.

New spending authorization from General Fund transfer of \$5.3 million for the development of the Riverfront at Dos Rios and the construction of Fire Station #6 combined with carryforwards of \$7.5 million, total \$12.8 million in total requested supplemental appropriation.

Storm Drainage Fund (202)

The Storm Drainage Fund requires supplemental appropriations of \$116,450 for completion of storm drain improvements and Buthorn drainage improvements.

Transportation Capacity Fund (207)

The Transportation Capacity Fund requires supplemental appropriation of \$379,160 for three projects including Orchard Ave from Normandy to 29 Road improvements, F 1/2 Road West of 15th Street, and the 1-70/29 Road Interchange PEL (Planning and Environmental Linkages study).

Water Fund (301)

The Water Fund requires supplemental appropriations of \$1.8 million for the carryforward of eight projects including waterline replacements, flowline replacements, Purdy Mesa flowline repair, water meter replacements, raw water irrigation supply line phase I, raw water reservoir #3 rehab, Grand Mesa #1 reservoir dam, and the Grand Mesa reservoir Improvements.

Two Rivers Convention Center Fund (303)

The Two Rivers Convention Center Fund requires supplemental appropriations of \$145,536 for the carryforward of the portion of the improvement project that was budgeted but not completed in 2018.

Golf Course Fund (305)

The Golf Courses Fund requires supplemental appropriations of \$5,461 to carryforward for improvements to the Lincoln Park Club House. In 2019, City has recently assumed responsibility (changing from a lease agreement with outside vendor) for operation of the concessions at the Lincoln Park Golf Club House and as such requests new spending authorization of \$35,000 for purchase of concession food and beverages. This spending will be offset with revenues from the sale of food and beverages, and staff estimates the net profit to be \$6,500.

Information Technology Fund (401)

The Information Technology Fund requires supplemental appropriations of \$367,250 for the carryforward of two projects including the City Hall rewire and backup AC for the Police Department UPS room.

Fleet Fund (402)

The Fleet Fund requires supplemental appropriations of \$1.07 million for vehicles and equipment that was ordered in 2018 but not received until 2019.

DDA TIF Debt Service Fund (611)

The DDA TIF Debt Service Fund requires supplemental appropriations of \$68,523 for the adjustment to interest expense from estimated budget to final amortization schedules provided by the bank.

Joint Sewer Fund (900)

The Joint Sewer Fund requires supplemental appropriations of \$3.4 million for the carryforward of three projects including sewer line replacements phase 1 and 2 and the biological nutrient removal diffuser.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to introduce a proposed ordinance making Supplemental Appropriations to the 2019 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2019 and ending December 31, 2019 and set a public hearing for May 1, 2019.

Attachments

1. 2019 Supplemental Chart
2. First Supplemental Apprpriation ORDINANCE NO

2019 SUPPLEMENTAL APPROPRIATIONS			
Fund 100 General Fund			
Bonsai Incentive	\$	1,000,000	
Homeward Bound		200,000	
Botanical Gardens Building Repairs		19,650	
Development Impact Fee Study		28,464	
Police Vehicle		36,721	
North Ave Streetscape Transfer to Sales Tax Capital Improvement Fund		54,471	
2018 Program Grants at Police Department		25,796	
Fire Records Management System		71,047	
Carryforward Subtotal	\$	1,436,149	
Riverfront at Dos Rios Project Additional Funds Transfer to 201*		1,200,000	
Fire Engine 6 Purchase* (funded by City Share of Mesa County Public Safety Tax)		559,749	
Fire Engine 6 Equipment Purchase* (funded by City Share of Mesa County Public Safety Tax)		155,201	
New Spending Subtotal	\$	1,914,950	
Fire Staff Add Training Officer (2B funding)*		67,000	
Fire Staff Add 5 New Positions (2B funding)*		256,000	
Fire Station 6 Construction (2B Funding) Transfer to Sales Tax Capital Improvement Fund*		4,100,000	
New Spending 2B Funds Advance Subtotal	\$	4,423,000	
Total New Spending Authorization	\$	6,337,950	
Total Fund 100 Supplemental Appropriation	\$	7,774,099	
Fund 101 E911 Fund			
Grand Mesa Tower transfer to Communication Center Fund	\$	207,947	
Relocate Microwave Hop-Grand Mesa transfer to Communication Center Fund		100,000	
Logging Recorder transfer to Communication Center Fund		60,349	
Total Fund 101 Supplemental Appropriation	\$	368,296	
Fund 405 Communications Center Fund			
Logging Recorder	\$	60,349	
Relocate Microwave Hop-Grand Mesa		100,000	
Relocate Grand Mesa Tower		207,947	
Total Fund 405 Supplemental Appropriation	\$	368,296	
Fund 103 DDA Operating Fund			
Loan to ASWY, LLC for 702 & 734 Main Streets*			
Total Fund 103 Supplemental Appropriation	\$	500,000	
Fund 104 CDBG Fund			
Nisley Elementary Safe Routes To School transfer to Sales Tax Capital Improvement Fund	\$	80,000	
Bookcliff Middle School Pedestrian Improvements transfer to Sales Tax Capital Improvement Fund		42,000	
Total Fund 104 Supplemental Appropriation	\$	122,000	
Fund 110 Conservation Trust Fund			
Emerson Park Restrooms Transfer Sales Tax Capital Improvement Fund		46,177	
Total Fund 110 Supplemental Appropriation	\$	46,177	
Fund 201 Sales Tax Capital Improvement Fund			
Alley Improvement District	\$	19,183	
Bookcliff Middle School Pedestrian Improvements (partially funded by CDBG)		122,000	
Bridge Projects; Bridge Repl GRJ-F.5-30.8 (partially funded by Federal grant)		651,518	
Cemetery Improvements		16,258	
Emerson Park Restrooms (funded by CTF funds)		46,177	
Greenway at Dos Rios (CDBG funded)		98,686	
Horizon Drive Pedestrian Improvements (grant funded)		101,091	
Las Colonias Business Park		6,238,443	
Nisley Elementary Safe Routes to School (funded by CDBG)		80,000	
North Avenue Streetscape Improvements		54,471	
Drainage Improvements transfer to Drainage Fund		116,450	
Carryforward Subtotal	\$	7,544,277	
Fire Station 6 Transfer from GF (2B funding)*		4,100,000	
Riverfront at Dos Rios transfer from General Fund*		1,200,000	
New Spending Authorization Subtotal	\$	5,300,000	
Total Fund 201 Supplemental Appropriation	\$	12,844,277	
Fund 202 Drainage Fund			
Storm Drainage Improvements	\$	54,440	
Buthorn Drain		62,010	
Total Fund 202 Supplemental Appropriation	\$	116,450	
Fund 207 TCP Fund			
Orchard Ave, Normandy to 29 Road	\$	169,450	
I-70/29 Road Interchange PEL		169,710	
F 1/2 Road West of 15th Street		40,000	
Total Fund 207 Supplemental Appropriation	\$	379,160	
Fund 301 Water Fund			
Development Impact Fee Study	\$	9,980	
2018 Waterline Replacements		88,984	
Flowline Replacements		1,427,862	
Purdy Mesa Flowline Repair		50,000	
Water Meter Replacements		6,288	
Raw Water Irrigation Supply Line Phase I		23,064	
Raw Water Reservoir #3 Rehab		209,832	
Grand Mesa #1 Reservoir Dam Engineering Svcs		10,587	
Grand Mesa Reservoir Improvements		4,946	
Total Fund 301 Supplemental Appropriation	\$	1,831,543	
Fund 303 TRCC Fund			
Two Rivers Improvements	\$	145,536	
Total Fund 303 Supplemental Appropriation	\$	145,536	
Fund 305 Golf Courses Fund			
Tiara Rado/LP Golf Course Improvements	\$	5,461	
Lincoln Park Concessions*		35,000	
Total Fund 305 Supplemental Appropriation	\$	40,461	
Fund 401 Information Technology Fund			
Backup AC for PD UPS Room	\$	23,750	
Rewire City Hall		343,500	
Total Fund 401 Supplemental Appropriation	\$	367,250	
Fund 402 Fleet Fund			
Fleet and Equipment Purchases			
Total Fund 402 Supplemental Appropriation	\$	1,066,787	
Fund 611 DDA TIF Debt Service Fund			
Interest on Debt	\$	68,523	
Total Fund 611 Supplemental Appropriation	\$	68,523	
Fund 900 Joint Sewer Fund			
Development Impact Fee Study	\$	9,981	
2018 Sewer Line Replacement Phase I		140,031	
2018 Sewer Line Replacement Phase 2		502,765	
Lift Station Elimination		36,618	
Biological Nutrient Removal Diffuser (902)		1,636,891	
Biological Nutrient Removal Diffuser (904)		1,047,884	
Total Fund 900 Supplemental Appropriation	\$	3,374,170	
*Denotes a new spending request			

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2019 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2019 to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 7,774,099
E911 Fund	101	\$ 368,296
DDA Operating Fund	103	\$ 500,000
CDBG Fund	104	\$ 122,000
Conservation Trust Fund	110	\$ 46,177
Sales Tax CIP Fund	201	\$ 12,844,277
Storm Drainage Fund	202	\$ 116,450
Transportation Capacity Fund	207	\$ 379,160
Water Fund	301	\$ 1,831,543
Two Rivers Convention Fund	303	\$ 145,536
Golf Courses Fund	305	\$ 40,461
Information Technology Fund	401	\$ 367,250
Fleet and Equipment Fund	402	\$ 1,066,787
Communication Center Fund	405	\$ 368,296
DDA TIF Debt Service Fund	611	\$ 68,523
Joint Sewer Operations Fund	900	\$ 3,374,170

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2019.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2019.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: April 17, 2019

Presented By: Greg Caton, City Manager, Jodi Romero, Finance Director, Jay Valentine, General Services Director

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

Introduction of an Ordinance in Regards to the Refunding (Refinancing) of \$30,000,000 Certificates of Participation, Series 2010B, and Set Public Hearing for May 1, 2019

RECOMMENDATION:

Introduce a proposed ordinance for refunding Certificates of Participation, Series 2010B and set a public hearing for May 1, 2019.

EXECUTIVE SUMMARY:

The City has an opportunity to refund its \$30,000,000 Certificates of Participation, Series 2010B (the "Series 2010B COPs") in order to accomplish debt service savings of \$205,000 each year. In addition, because of the City's credit rating improving from A+ to AA- which is a move from medium to high grade, an additional \$200,000 in costs are saved on the refunding.

As of March 25, 2019, the City can advance refund the \$28,320,000 portion of the Series 2010B COPs callable on December 1, 2020 at an expected interest rate of 3.2% to 3.3%, for a total estimated savings of \$4.26 million over the next 22 years. Savings would be approximately \$50,000 in 2019, \$105,000 in 2020 and \$205,000 in each year from 2021 to 2040. The term of the new COPs is the same as the original which mature in 2040.

Debt Service payments for the Series 2010B COPs and for the preliminary Series 2019 COPs are subject to annual appropriation by City Council.

BACKGROUND OR DETAILED INFORMATION:

The City has an opportunity to refund its \$30,000,000 Certificates of Participation, Series 2010B (the "Series 2010B COPs") in order to accomplish debt service savings. The Series 2010B COPs were issued in December 2010 and financed the cost of construction of the City's Public Safety building, Fire Administration building, Fire Station #1 and the remodel of Fire Station #2. The Series 2010B COPs were issued as Taxable Build America Bonds, and the City receives a subsidy payment of from the Federal Government of approximately 32.83% of the debt service due on the COPs.

As of March 25, 2019, the City can advance refund the \$28,320,000 portion of the Series 2010B COPs callable on December 1, 2020 at an expected interest rate of 3.2% to 3.3%, for total estimated savings of \$4.26 million. Savings would be approximately \$50,000 in 2019, \$105,000 in 2020 and \$205,000 in each year from 2021 to 2040. The refunded COPs mature between December 1, 2021 and December 1, 2040, and the Series 2019 Refunding COPs would have the same maturities. In addition to the refunding savings, Fire Station #1 would be released from leased property (collateral) securing the COPs and only the Public Safety building would serve as leased property for the Series 2019 Refunding COPs.

Debt Service payments for the Series 2010B COPs and for the preliminary Series 2019 COPs are subject to annual appropriation by City Council.

FISCAL IMPACT:

Total savings of approximately \$4.26 million would be achieved from now until 2040. Estimated savings per year are \$50,000 in 2019, \$105,000 in 2020 and \$205,000 in each year from 2021 to 2040.

SUGGESTED MOTION:

I move to introduce a proposed ordinance approving the refunding of the \$30,000,000 Certificates of Participation, Series 2010B and set a public hearing for May 1, 2019.

Attachments

1. Certificate Purchase Agreement
2. Escrow Agreement
3. Ground Lease Amendment
4. Lease Amendment
5. Supplement Indenture
6. Ordinance

CERTIFICATE PURCHASE AGREEMENT

\$[_____]
Refunding Certificates of Participation, Series 2019
Evidencing Proportionate Interests in the Base Rentals and other Revenues
under a Lease Purchase Agreement
dated as of December 1, 2010, as amended,
between ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as trustee under the Indenture, as lessor, and
CITY OF GRAND JUNCTION, COLORADO, as lessee

[May 8], 2019

Zions Bancorporation, National Association
Acting solely in its capacity as Trustee

Ladies and Gentlemen:

On the basis of the representations, warranties, covenants and descriptions contained in this Certificate Purchase Agreement and the appendices hereto (this "Agreement"), and upon the terms and conditions contained in this Agreement, George K. Baum & Company (the "Underwriter"), acting on its own behalf and not acting as fiduciary or agent for you or for the hereinafter defined City, hereby agrees to purchase \$[_____] aggregate principal amount of Refunding Certificates of Participation, Series 2019 (the "Certificates"), evidencing proportionate interests in the base rentals and other revenues under a Lease Purchase Agreement dated as of December 1, 2010, as amended by the First Amendment to Lease Purchase Agreement dated as of [June 4], 2019 (collectively, the "Lease"), between Zions Bancorporation, National Association, solely in its capacity as trustee (the "Trustee"), as lessor, and the City of Grand Junction, Colorado (the "City"), as lessee. The Certificates are to be executed and delivered under and pursuant to an Indenture of Trust dated as of December 1, 2010, as supplemented by the First Supplement to Indenture of Trust dated as of [June 4], 2019 (as supplemented, the "Indenture"), executed and delivered by the Trustee.

The City will use the proceeds from the sale of the Certificates to: (i) to finance the costs of refunding certain of the City's Taxable Certificates of Participation, Series 2010B (Direct Pay Build America Bonds); and (ii) pay the costs of issuing the Certificates. Under the Lease, the property securing the lease payments consists of the premises, buildings, and improvements located on the sites described in Exhibit A thereto.

The Certificates will be executed and delivered under and secured as provided in the Indenture, and will be subject to redemption and will contain other terms as set forth in the Indenture and the hereinafter defined Official Statement. The Certificates will have the maturities, interest rates, optional redemption, and mandatory sinking fund redemption provisions as set forth in Appendix A to this Agreement.

All capitalized terms used but not defined herein shall have the meanings defined in the Lease and the Indenture, unless the context clearly indicates otherwise.

Section 1. Purchase and Sale of the Certificates. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Trustee, and the Trustee hereby agrees to sell and deliver to the Underwriter,

all, but not less than all, of the Certificates. Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter is acting solely in its capacity as Underwriter for its own accounts, (iv) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder. The Certificates shall be as described in, and shall be executed and delivered and secured under and pursuant to the Indenture, under the conditions set forth herein and the proceeds from the sale of the Certificates to the Underwriter shall be deposited as provided in the Indenture.

The purchase price for the Certificates shall be \$_____ which amount includes the par amount of the Certificates of \$[_____], plus original issue premium of \$_____, and less an underwriting discount of \$_____.

Section 2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of all of the Certificates at a price not to exceed the public offering price set forth on the cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Certificates and each underwriter allotted Certificates and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Special Counsel (as hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the respective allotted Certificates.

(c) [Except as otherwise set forth in Appendix A,] the City will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Underwriter agrees to promptly report to the City the prices at which Certificates of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold to the public.

(d) [The Underwriter confirms that the Underwriter has offered the Certificates to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of the Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that the Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that the Underwriter shall not be liable for the failure of any other underwriter, or any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(e) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating the Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to: (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public; and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires; and

(ii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter or the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the Underwriter and as set forth in the related pricing wires.

(f) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means: (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

Section 3. The Official Statement.

(a) Attached hereto as Appendix B is a copy of the Preliminary Official Statement dated [May 2], 2019, together with all appendices or exhibits, any material incorporated by reference therein and any supplements or amendments thereto (the “Preliminary Official Statement”), relating to the Certificates. Such copy of the Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated on Appendix B hereto, is hereinafter called the “Official Statement.”

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Certificates. The Preliminary Official Statement shall be deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”).

(c) The City shall authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Certificates. The City has consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acknowledgment of this Agreement (but, in any event, not later than within seven business days after the City’s acknowledgment of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) or (ii) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than 25 days after the “end of the underwriting period” for the Certificates), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the Municipal Securities Rulemaking Board. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

Section 4. Representations, Warranties and Agreements of the Trustee. By its acceptance hereof, the Trustee hereby represents, and warrants to, and agrees with, the Underwriter that:

(a) The Trustee is a national banking association that is duly organized, existing and in good standing under the laws of the United States of America, is qualified to do business in the State of Colorado and is authorized to exercise all of its corporate powers, rights and privileges, and has all necessary power to acquire a leasehold interest in the Leased Property and enter into the Lease, this Agreement, the Indenture and the Site Lease Agreement dated as of December 1, 2010, as amended by the First Amendment to Site Lease Agreement dated as of [June 4], 2019, (as amended, the “Site Lease”), each between the City, as lessor, and the Trustee, as lessee. The Trustee is possessed of full power to lease, own and hold real property and to lease and sublease the same as lessee from and sublessor to the City, and has duly authorized and approved the execution and delivery of the Site Lease, the Lease, this Agreement and the Indenture. The Trustee has duly authorized or will duly authorize, prior to the Closing Time, as hereinafter defined, the execution and delivery by the Trustee of the Indenture, the Site Lease, the Lease and this Agreement.

(b) The Trustee has taken or will have taken, prior to the Closing Time, as hereinafter defined, all necessary action for the execution and delivery and due performance by the Trustee of this Agreement, the Site Lease, the Lease and the Indenture, and the Trustee agrees to deliver executed counterparts of this Agreement, the Indenture, the Site Lease and the Lease to the Underwriter at the Closing Time, as hereinafter defined.

(c) There is no action, suit, proceeding or, to the best knowledge of the Trustee any inquiry or investigation, at law or in equity or before or by any court, public board or body, pending or, to the best knowledge of the Trustee, threatened against or affecting the Trustee (or to the best knowledge of the Trustee, any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Lease, the Site Lease, this Agreement or the Indenture, or the validity of the Lease, this Agreement, the Indenture, the Site Lease or any other agreement or instrument to which the Trustee is a party and which is used in the consummation of the transactions contemplated hereby or by the Site Lease, the Lease or the Indenture.

(d) The execution and delivery of this Agreement, the Indenture, the Lease, the Site Lease and the other agreements contemplated hereby, and compliance with the provisions thereof and hereof, do not conflict with or constitute on the part of the Trustee a default of or breach under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Trustee is subject or by which the Trustee is bound.

(e) The Trustee will cooperate with the City and Special Counsel, as hereinafter defined, in the preparation of the Site Lease, the Lease and the Indenture, and the execution and delivery of the Certificates.

(f) Any certificate signed by any of the authorized officers of the Trustee and delivered to the Underwriter shall be deemed a representation and warranty by the Trustee to the Underwriter as to the statements made therein.

(g) The representations and warranties of the Trustee contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing as if made on the date of Closing.

Section 5. Representations and Warranties of the City. On or prior to the date hereof, the Underwriter and the Trustee received representations and warranties from the City in substantially the form provided in Appendix C to this Agreement.

Section 6. Closing. Payment of the purchase price of the Certificates shall be made by wire funds transfer, in immediately available funds, at the offices of Butler Snow LLP (“Special Counsel”), at 9:00 a.m., Denver Time, on [June 4], 2019, or such other place, time or date as shall be mutually agreed upon by the City, the Trustee and the Underwriter. The date of such delivery and payment is herein called the “Closing Date,” and the hour and date of such delivery and payment is herein called the “Closing Time.” The delivery of the Certificates shall be made in definitive or temporary form, bearing CUSIP numbers (provided that neither the printing of a wrong CUSIP number on any Certificate nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Certificate), all as provided in the Indenture at Closing Time.

Section 7. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Trustee and the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City and the Trustee of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligation under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the City and the Trustee of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the City and the Trustee of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the City contained in Appendix C shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Site Lease, the Lease, this Agreement, the Official Statement, the Escrow Agreement between the City and the Trustee (the “Escrow Agreement”), and the Continuing Disclosure Certificate relating to the Certificates (the “Disclosure Certificate”), (collectively, the “City Documents”) and the Certificates shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the City and the Trustee required to be taken by the City and the Trustee shall be performed in order for Special Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Lease and the Site Lease shall have been duly executed and delivered by the City and the Trustee, and the Trustee shall have duly executed and delivered the Certificates;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Certificates on the terms and in the manner contemplated in the Official Statement;

(f) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following:

(i) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the City by the Mayor of the City, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(ii) The Indenture with such supplements as may have been agreed to by the Underwriter;

(iii) The Disclosure Certificate of the City satisfying requirements of section (b)(5)(i) of the Rule and the Escrow Agreement;

(iv) The approving opinion of Special Counsel (the "Approving Opinion"), addressed to the City, substantially to the effect that:

(A) the Lease and the Site Lease have been duly authorized, executed, and delivered, are in full force and effect, and are valid and binding obligations of the City;

(B) the portion of Base Rentals paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates, is not includible in gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax; and

(C) the portion of Base Rentals paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates, is not includible in gross income for State of Colorado income tax purposes;

(v) a letter from Special Counsel, in form and substance satisfactory to the Underwriter, dated as of the Closing Date and addressed to the City, stating, in substance, that nothing came to the attention of the attorneys at Butler Snow LLP rendering legal services in connection with such firm's representation of the City that the Official Statement (except for any financial statements, demographic, economic, engineering, financial, or statistical data and any statements of trends, forecasts, estimates, projections, assumptions, or any expressions of opinion and information concerning The Depository Trust Company and its procedures contained in the Official Statement and its appendices, as to which no view is expressed) contained any untrue statement of a material fact or omitted any material fact required to be stated therein or necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

(vi) a certificate of the City signed by duly authorized officials of the City relating to (A) the representations of the City contained herein are true and correct in all material respects and as of the date of Closing as if made on the date of Closing; (B) the due organization of the City, (C) the absence of any material litigation against the City, (D) the due authorization, execution, and delivery of the Site Lease, the Lease, this Agreement and the Disclosure Certificate by the City, (E) the validity and enforceability of the Site Lease, the Lease, this Agreement, the Escrow Agreement and the Disclosure Certificate against the City, and (F) all approvals, consents and orders of any governmental entity, authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance of the City of its obligations under this Agreement, the Site Lease, the Lease, the Escrow Agreement and the Disclosure Certificate and which can be reasonably obtained at the Closing have been obtained; together with a certificate executed by one or more officers of the City, to the effect that the Official Statement neither contains an untrue statement of any material fact nor omits to state any material fact necessary to make the statements made in the Official Statement, in light of the circumstances in which they are made, not misleading;

(vii) a certificate of the Trustee, dated the date of the Closing and executed by an authorized officer of the Trustee, certifying that all of the representations and warranties of the Trustee herein and in the Indenture, Lease, and Site Lease are true, complete and correct on and as of the Closing Time with the same effect as if made at such time;

(viii) evidence of the title insurance commitment required by Section 2.04(a) of the Indenture and Section 7.4 of Lease;

(ix) evidence of the insurance required by Section 8.4 of the Lease;

(x) Evidence satisfactory to the Underwriter that the Certificates have been rated "AA-" by Standard & Poor's and that such rating is in effect as of the date of Closing; and

(xi) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City's representations and warranties contained in Appendix C and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to

the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the City and the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and none of the Underwriter, the City, or the Trustee shall be under any further obligation hereunder, except that the obligations of the City set forth in Sections 5 and 11 and Appendix C hereof shall continue in full force and effect.

Section 8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Certificates if, between the date hereof and the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the sole judgment of the Underwriter, by any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon interest received on obligations of the general character of the Certificates or, with respect to State taxation, of the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income securities (or interest thereon), or the validity or enforceability of the levy of taxes to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except for changes which the Official Statement discloses are expected to occur;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the City's obligations; and

(l) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(m) any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State or a decision by any court of competent jurisdiction within the State shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Certificates.

Section 9. Expenses.

All expenses incident to the execution and delivery of the Certificates shall be paid from proceeds of the Certificates. Such expenses shall include, but shall not be limited to (a) the cost of preparing, printing or otherwise reproducing and distributing the Certificates, the City Documents, the Preliminary Official Statement and the Official Statement with any amendment or supplement thereto; (b) the cost of preparing and executing the definitive Certificates; (c) the fees and expenses of Special Counsel, independent auditors and any other experts and consultants retained in connection with the execution and delivery of the Certificates; (d) the initial fees and expenses of the Trustee; (e) fees charged by investment rating agencies for the rating of the Certificates, and all other expenses incurred by the Underwriter in connection with its purchase, offering and distribution of the Certificates; and (f) fees of obtaining insurance for the payment of the principal and interest due with respect to the Certificates, if any. All out-of-pocket expenses of the Underwriter, including travel and other expenses, shall be paid by the Underwriter.

Section 10. Notices. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to City of Grand Junction, Colorado, 250 N. 5th Street, Grand Junction, Colorado 81501, Attention: Finance Director, any notice or other communication to be given to the Trustee under this Agreement may be given delivering the same in writing to Zions Bancorporation, National Association, 1001 17th Street, Suite 850, Denver, Colorado 80202, Attention: Corporate Trust and Escrow Services and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to George K. Baum & Company, 1400 Wewatta, Suite 800, Denver, Colorado 80202, Attention: Kyle Thomas.

Section 11. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City, the Trustee and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Trustee or the City. All of the City's representations, warranties and agreements contained in Appendix C to this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

Section 12. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Trustee and acknowledgment hereof by the City and shall be valid and enforceable at the time of such acceptance and acknowledgment.

Section 13. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

Section 14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 15. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

Section 16. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

Section 17. Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

GEORGE K. BAUM & COMPANY, as the
Underwriter

By _____
Authorized Representative

Accepted [May 8], 2019 at _____ a.m./p.m. MST

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
acting solely in its capacity as Trustee under the Indenture

By _____
Vice President

Acknowledged [May 8], 2019 at _____ a.m./p.m. MST:

CITY OF GRAND JUNCTION, COLORADO

By _____
Finance Director

APPENDIX A

MATURITY SCHEDULE, INTEREST RATES AND REDEMPTION PROVISIONS

2019 REFUNDING CERTIFICATES

Maturing (December 1)	Principal <u>Amount</u>	Interest <u>Rate</u>	Initial Offering <u>Price</u>	10% Test <u>Used</u>	Hold the Offering <u>Price Used</u>
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					

^c Priced to first optional redemption date of December 1, 20__ at par.

The Certificates maturing on or prior to December 1, 20__, shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after December 1, 20__ shall be subject to redemption prior to their respective maturity dates at the option of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the City shall determine and by lot within a maturity, on December 1, 20__, and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date without a premium.

APPENDIX B

[Attach Preliminary Official Statement or Official Statement]

APPENDIX C

The City of Grand Junction, Colorado (the “City”) hereby represents and warrants to and agrees with George K. Baum & Company (the “Underwriter”), and Zions Bancorporation, National Association (the “Trustee”) as follows:

(a) Capitalized terms used in this Appendix shall have the meanings ascribed to such terms elsewhere in this Agreement.

(b) The City is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City and has, and at the date of the Closing will have, full legal right, power and authority (i) to enter into this Agreement, the Indenture, the Site Lease, the Lease, and the Disclosure Certificate, (ii) to adopt the City Ordinance (as defined below), and (iii) to carry out and consummate the transactions contemplated by this Agreement, the City Ordinance, the Site Lease, the Lease, and the Official Statement;

(c) The City has complied, and will at the Closing be in compliance, in all material respects insofar as related to the transactions contemplated hereby and by the Official Statement, with the City Ordinance, the Site Lease, the Lease, and the Constitution and laws of the State;

(d) By official action prior to or concurrently with the acceptance hereof, the City Council of the City has duly adopted the ordinance (the “City Ordinance”) authorizing the execution and delivery of the Site Lease, the Lease, the Disclosure Certificate, and the this Agreement, has duly authorized and approved the distribution of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Ordinance, the Indenture, the Site Lease, the Lease, the Disclosure Certificate and this Agreement, and assuming due authorization, execution and delivery by the other parties thereto, all such instruments constitute valid and binding obligations of the City enforceable in accordance with their respective terms, and the City Council of the City has duly authorized and approved the consummation by it of all other transactions contemplated by this Agreement, the Disclosure Certificate, the Indenture, the Site Lease, the Lease and the Official Statement;

(e) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing, which, to the best of the City’s knowledge, may have a material adverse impact on the City, the Certificates, the City Ordinance, the Official Statement, the Site Lease, the Lease or this Agreement or the obligations of the City with respect thereto;

(f) To the best of the City’s knowledge, the execution and delivery of, and compliance with the provisions of, the Site Lease, the Lease, the Escrow Agreement, the Disclosure Certificate and this Agreement and the adoption of the City Ordinance will not conflict or constitute a breach of or default under any constitutional provision, law, regulation, judgment, decree, order, agreement, bond, note, resolution, ordinance, or other instrument to which the City is a party or is otherwise subject;

(g) Except as may be required under the securities laws of any state, all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this Agreement, the Site Lease, and the Lease have been obtained or will be obtained prior to the Closing;

(h) The Preliminary Official Statement, as of its date did not and the final Official Statement, as of its date did not, and as of the date of closing will not, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements and information contained therein, in light of the circumstances under which made, not misleading;

(i) No legal proceedings are pending or, to the best of the City's knowledge, threatened: (i) contesting or affecting the validity or authority for the execution and delivery of the Certificates, the Site Lease, the Lease, or this Agreement, or seeking to restrain or enjoin the execution and delivery of the Certificates; (ii) seeking to prohibit, restrain or enjoin the issuance, delivery or sale of the Certificates; (iii) contesting the completeness or accuracy of the Official Statement; or (iv) contesting the power of the officials of the City or their authority with respect to the City Ordinance, the Disclosure Certificate, the Site Lease, the Lease, the Official Statement or this Agreement;

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, that the City shall not be required to register as a dealer or broker in any state or jurisdiction or to subject itself to service of process in any jurisdiction in which the City is not now subject to such service;

(k) The City will not take or omit to take any action; which action or omission will in any way cause the proceeds from the sale of the Certificates to be applied in a manner contrary to that provided for in the City Ordinance and the Indenture;

(l) Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty to the Underwriter as to the statement made therein; and

(m) Except as disclosed in the Official Statement, the City has not failed in the last five years to materially comply with any prior undertaking entered into pursuant to Rule 15c2-12.

Dated: [May 8], 2019

CITY OF GRAND JUNCTION, COLORADO

BY _____
FINANCE DIRECTOR

APPENDIX D

\$[_____]

Refunding Certificates of Participation, Series 2019
Evidencing Proportionate Interests in the Base Rentals and other Revenues
under a Lease Purchase Agreement
dated as of December 1, 2010, as amended,
between ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as trustee under the Indenture, as lessor, and
CITY OF GRAND JUNCTION, COLORADO, as lessee

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of George K. Baum & Company (“GKB”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned certificates of participation (the “Certificates”).

1. ***Receipt of Certificates.*** GKB hereby acknowledges receipt of the Certificates in the aggregate principal amount of \$[_____] through The Depository Trust Company in such denominations and registered in the name of “Cede & Co.,” as GKB has directed.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Any Maturity of the 10% Test Maturities offered to the Public by GKB on or before the Sale Date was offered at the interest rates listed on Schedule A. Schedule A lists the amount of each 10% Test Maturity allotted to GKB and sold to the Public on the Sale Date.

(b) Neither GKB nor any broker-dealer who is participating in the initial sale of the Certificates as a party to a retail distribution agreement with GKB has offered or sold any unsold certificates within a Maturity of the Hold-the-Offering-Price Maturities listed on Schedule A allotted to it at a price that is higher than the respective initial offering prices listed on Schedule A for that Maturity of the Hold-the-Offering Price Maturities during the Holding Period.

3. ***Defined Terms.***

(a) *10% Test Maturities* means those unsold certificates within Maturities of the Certificates listed in Schedule A hereto as the “10% Test Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 8, 2019), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Grand Junction, Colorado.

(e) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is May 8, 2019.

(h) *underwriter* (when used with a lower case “u”) means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

4. ***Yield.***

The yield on the Certificates has been calculated to be not less than [_____]%. The 20[___]-20[___] maturities were treated as having been redeemed on the optional redemption date that produces the lowest yield on such maturities.

5. ***Weighted Average Maturity.***

The weighted average maturity of the Certificates has been calculated to be [_____] years.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents GKB’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

GEORGE K. BAUM & COMPANY, as Underwriter

By: _____
Name: _____

Dated: [June 4], 2019

SCHEDULE A

SALE PRICES OF THE 10% TEST MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

10% Test Maturities Allotted:

<i>Maturity Date (December 1)</i>	<i>Principal Amount Allotted</i>	<i>Interest Rate</i>	<i>Initial Offering Price</i>	<i>Amount Sold by GKB to Public as of Sale Date at Initial Offering Price</i>
	\$	%		

Hold-the-Offering Price Maturities Allotted:

<i>Maturity Date (December 1)</i>	<i>Principal Amount Allotted</i>	<i>Interest Rate</i>	<i>Initial Offering Price</i>	<i>Amount Sold by GKB to Public as of Sale Date at Initial Offering Price</i>
	\$	%		

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

46903540.v1

**REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2019**

ESCROW AGREEMENT

DATED as of May [], 2019, made by and between THE CITY OF GRAND JUNCTION, COLORADO (the “City”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “Escrow Agent”), a bank having and exercising full and complete trust powers, duly organized and existing under the laws of the United States, being a member of the Federal Deposit Insurance Corporation and the Federal Reserve System.

(1) WHEREAS, there have heretofore been executed and delivered pursuant to the terms and provisions of an Indenture of Trust, dated as of December 1, 2010, executed by Zions Bancorporation, National Association (formerly known as Zions First National Bank), acting solely as trustee (the “Indenture”), certain Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B (the “2010B Certificates”) in the original aggregate principal amount of \$30,000,000; and

(2) WHEREAS, the 2010B Certificates remain outstanding in the amount of \$30,000,000, bear interest payable semiannually on June 1 and December 1 of each year, and mature on December 1 in each year and in the amounts as follows:

<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rate (Per Annum)</u>
2019	\$ 825,000	5.75%
2020	855,000	6.00
2024	3,785,000	6.75
2027	3,305,000	7.00
2030	3,790,000	7.50
2040	17,440,000	7.65

; and

(3) WHEREAS, the 2010B Certificates maturing after December 1, 2020, may be called for redemption prior to maturity, at the option of the City, in whole or in part and from any maturity, and by lot (giving proportionate weight to the 2010B Certificates in denominations larger than \$5,000) within a maturity in such manner as the Trustee may determine, on December 1, 2020, and on any date thereafter, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium; and

(4) WHEREAS, the City has determined to call for prior redemption on December 1, 2020 (the “Redemption Date”) all of the 2010B Certificates maturing after December 1, 2020, in the aggregate principal amount of \$28,320,000 (the “Refunded Certificates”); and

(5) WHEREAS, George K. Baum & Co. (the “2019 Purchaser”), has agreed to purchase the Refunding Certificates of Participation, Series 2019, Evidencing Proportionate

Interests in the Base Rentals and other Revenues under a Lease Purchase Agreement dated as of December 1, 2010, as amended by the First Amendment to Lease Purchase Agreement dated as of May [], 2019 (as amended, the “Lease”) between the City of Grand Junction, Colorado and Zions Bancorporation, National Association (the “2019 Certificates”) in the aggregate principal amount of \$[], for the purpose, among other things, of paying (i) the interest due on the Refunded Certificates, both accrued and not accrued, as the same become due on and after the date of delivery of the 2019 Certificates and on and before the Redemption Date; and (ii) the principal of the Refunded Certificates upon prior redemption on the Redemption Date (the “Refunded Certificate Requirements”); and

(6) WHEREAS, the 2019 Certificates were authorized to be executed and delivered by an ordinance (the “Ordinance”) duly adopted by the City Council of the City on February 20, 2019, and pursuant to a First Supplement to Indenture of Trust dated as of May [], 2019 (the “First Supplement”) which supplements the previously executed Indenture of Trust dated as of December 1, 2010 (as so supplemented, the “Indenture”), executed and delivered by Zions Bancorporation National Association, as trustee; and

(7) WHEREAS, the 2019 Certificates were sold subject to the approving opinion of the City’s special counsel, Butler Snow LLP, Denver, Colorado; and

(8) WHEREAS, the City, by the Ordinance and the Sale Certificate executed in accordance therewith (the “Sale Certificate”), among other provisions:

A. Authorized the execution and delivery of the 2019 Certificates;

B. Provided for the deposit in the Escrow Account (defined below) of a portion of the net proceeds of the 2019 Certificates in an aggregate amount fully sufficient, together with the known minimum yield from the investment of such moneys as herein provided, to pay the Refunded Certificate Requirements, as set forth therein and herein;

C. Provided for the purchase of federal securities with such moneys credited to the Escrow Account; and

D. Authorized the completion and execution of this Escrow Agreement.

(9) WHEREAS, copies of the Ordinance and the Indenture have been delivered to the Escrow Agent and the provisions therein set forth are herein incorporated by reference as if set forth herein verbatim in full; and

(10) WHEREAS, the federal securities described in Exhibit 1 to this Escrow Agreement have appropriate maturities and yields to provide funds sufficient for, together with the initial cash, if any, the payment of the Refunded Certificate Requirements; and

(11) WHEREAS, a schedule of the payments and disbursements in the certified public accountant’s report attached as Exhibit 1 to this Escrow Agreement demonstrate the sufficiency of the deposit to the Escrow Account for such purpose; and

(12) WHEREAS, the Escrow Agent is empowered to undertake the obligations and commitments on its part herein set forth; and

(13) WHEREAS, the undersigned officer of the Escrow Agent is duly authorized to execute and deliver this Escrow Agreement in the Escrow Agent's name and on its behalf; and

(14) WHEREAS, the City is empowered to undertake the obligations and commitments on its part herein set forth; and

(15) WHEREAS, the undersigned officers of the City are duly authorized to execute and deliver this Escrow Agreement in the City's name and on its behalf.

NOW, THEREFORE, THIS ESCROW AGREEMENT WITNESSETH:

That in consideration of the premises and the mutual agreements herein contained, and in order to secure the payment of the Refunded Certificate Requirements as the same become due, the parties hereto mutually undertake, promise and agree for themselves and their respective representatives, successors and assigns, as follows:

Section 1. Creation of Escrow.

A. Simultaneously with the delivery of the 2019 Certificates, and subject to their execution and delivery, there shall be purchased, with \$[] derived from the proceeds of the 2019 Certificates, other available moneys, the Federal Securities (as defined in the Indenture) as shown in Exhibit 1 to this Escrow Agreement (the "Initial Federal Securities") and the Initial Federal Securities and an initial cash deposit of \$0.[] (the "initial deposit") shall be credited to and accounted for in a separate trust account designated as the "2019 Certificates of Participation, Escrow Account" (the "Escrow Account"). Receipt of \$[] by the Escrow Agent to be applied as provided herein is hereby acknowledged.

B. To the extent such action is not inconsistent herewith or with the Indenture, other Federal Securities may be substituted for the Initial Federal Securities if such Initial Federal Securities are unavailable for purchase at the time of execution and delivery of the 2019 Certificates or other Federal Securities may be substituted for any Federal Securities held in the Escrow Account if such substitution is required or permitted by Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and the applicable regulations thereunder, subject in any case to sufficiency demonstrations and yield proofs in a certified public accountant's report, and subject to a favorable opinion of the City's special counsel as to the legality of any such substitution, and the continued exemption of interest on the 2019 Certificates from federal income taxation (except certain alternative minimum taxes described in special counsel's opinion), and in any event in such a manner so as not to increase the price paid for the initial acquisition of Federal Securities for the Escrow Account. The certified public accountant's report must indicate that the receipts from the substitute securities are sufficient without any need for reinvestment to fully pay the Refunded Certificate Requirements. In lieu of, or in addition to, substituting other Federal Securities pursuant to the preceding sentence, moneys in an amount equal to the principal of and interest on all or any portion of such Initial Federal Securities may be credited to the Escrow Account subject to the provisions of Section 5

hereof. Any such cash shall be deemed to be part of the initial deposit. Any Federal Securities temporarily substituted may be withdrawn from the Escrow Account when the Initial Federal Securities are purchased and credited to the Escrow Account. Similarly, any temporary advancement of moneys to the Escrow Account to pay designated Refunded Certificate Requirements, because of a failure to receive promptly the principal of and interest on any Federal Securities at their respective fixed maturity dates, or otherwise, may be repaid to the person advancing such moneys upon the receipt by the Escrow Agent of such principal and interest payments on such Federal Securities.

C. The initial deposit, the proceeds of the Initial Federal Securities (and of any other Federal Securities acquired as an investment or reinvestment of moneys accounted for in the Escrow Account), and any such Federal Securities themselves (other than Federal Securities, including the Initial Federal Securities, held as book-entries) shall be deposited with the Escrow Agent and credited to and accounted for in the Escrow Account. The securities and moneys accounted for therein shall be redeemed and paid out and otherwise administered by the Escrow Agent for the benefit of the City and the owners of the Refunded Certificates as provided in this Escrow Agreement and the Indenture.

Section 2. Purpose of Escrow.

A. The Escrow Agent shall hold the initial deposit, all Federal Securities accounted for in the Escrow Account (other than any Federal Securities, including the Initial Federal Securities, held as book-entries), and all moneys received from time to time as interest on and principal of such Federal Securities (including those held as book-entries), in trust to secure and for the payment of the Refunded Certificate Requirements, as the same become due.

B. Except as provided in paragraph B of Section 1 and in Section 8 hereof, the Escrow Agent shall collect the principal of and interest on such Federal Securities promptly as such principal and interest become due and shall apply all money so collected to the payment of the Refunded Certificate Requirements as aforesaid.

Section 3. Accounting for Escrow.

A. The moneys and the Federal Securities accounted for in the Escrow Account shall not be subject to checks drawn by the City or otherwise subject to the order of the City except as otherwise provided in paragraph B of Section 1 and in Section 8 hereof.

B. The Escrow Agent shall transfer from time to time from the Escrow Account for the payment of the Refunded Certificate Requirements to the appropriate accounts under the Indenture, or as otherwise required, sufficient moneys to permit it to pay, without any default, the Refunded Certificate Requirements as the same become due.

C. Except as otherwise provided in paragraph B of Section 1 hereof, there shall be no sale of any Federal Securities held hereunder, and no Federal Securities held hereunder and callable for prior redemption at the City's option shall be called at any time for prior redemption, except if necessary to avoid a default in the payment of the Refunded Certificate Requirements.

Section 4. Maturities of Federal Securities.

A. Federal Securities shall not be callable by the issuer thereof and shall be purchased in such manner:

(1) So that such Federal Securities may be redeemed in due season at their respective maturities to meet the Refunded Certificate Requirements as the same become due; and

(2) So that any sale or prior redemption of such Federal Securities shall be unnecessary.

B. There shall be no substitution of any Federal Securities except as otherwise provided in paragraph B of Section 1 hereof.

Section 5. Reinvestments.

A. The Escrow Agent shall reinvest the cash balances listed in Exhibit 1 (including Exhibit A therein) for the period designated therein in state and local government series securities ("slgs") purchased directly from the United States Government by the Escrow Agent in the name of the City. All of the slgs in which such reinvestments are made shall bear interest at the rate of zero percent (0%) per annum. The Escrow Agent agrees to comply with Part 344 of Title 31, Code of Federal Regulations, and with such other regulations of the United States Treasury, Bureau of Public Debt, as are from time to time in effect in subscribing for and purchasing such slgs, including without limitation, requirements with respect to submitting subscriptions to a Federal Reserve Bank or Branch in advance of the date of purchase of the slgs.

B. In addition to or, as the case may be, in lieu of the reinvestments required by paragraph A of this Section, the Escrow Agent, at the written direction of the City, shall invest the initial cash, if any, and shall reinvest in Federal Securities any moneys received in payment of the principal of and interest on any Federal Securities accounted for in the Escrow Account, subject to the limitations of Sections 1, 4 and 6 hereof and the following limitations:

(1) Any such Federal Securities shall not be subject to redemption prior to their respective maturities at the option of their issuer.

(2) Any such Federal Securities shall mature on or prior to the date when the proceeds thereof must be available for the prompt payment of the Refunded Certificate Requirements, as the same become due.

(3) Under no circumstances shall any reinvestment be made under this Section if such reinvestment, alone or in combination with any other investment or reinvestment, violates the applicable provisions of Section 148 of the Tax Code, and the rules and regulations thereunder.

(4) The Escrow Agent shall make no such reinvestment unless the City first obtains and furnishes to the Escrow Agent a written opinion of the City's special

counsel to the effect that such reinvestment, as described in the opinion, complies with subparagraph B(3) of this Section.

Section 6. Sufficiency of Escrow. The moneys and Federal Securities accounted for in the Escrow Account shall be in an amount (or have appropriate maturities and yields to produce an amount) which at all times shall be sufficient to pay the Refunded Certificate Requirements as they become due.

Section 7. Transfers for Refunded Certificate Requirements. The Escrow Agent shall make such credit arrangements and transfers as will assure, to the extent of money in the Escrow Account properly allocable to and available therefor, the timely payment of the Refunded Certificate Requirements when due.

Section 8. Termination of Escrow Account. When payment or provisions for payment shall have been made so that all Refunded Certificate Requirements shall have been paid in full and discharged, the Escrow Agent shall immediately pay over to the City the moneys, if any, then remaining in the Escrow Account and shall make forthwith a final report to the City. Such moneys may be used by the City for any lawful purpose, subject to any limitations in the Indenture.

Section 9. Fees.

A. The Escrow Agent's total fees and costs for and in carrying out the provisions of this Escrow Agreement have been fixed at \$1,000, which amount is to be paid at or prior to the time of the execution and delivery of the 2019 Certificates directly to the Escrow Agent as payment in full of all charges of the Escrow Agent pertaining to this Escrow Agreement for services performed hereunder.

B. Such payment for services rendered and to be rendered by the Escrow Agent shall not be for deposit in the Escrow Account, and the fees of and the costs incurred by the Escrow Agent shall not be deducted from such account.

Section 10. Status Report.

A. In January of each year, beginning in January 2020, the Escrow Agent shall submit to the City a report covering all money which the Escrow Agent shall have received and all payments which it shall have made or caused to be made hereunder during the twelve months ending each preceding December 31.

B. The report shall indicate for which period and in which trust bank any Federal Securities (other than Federal Securities held as book-entries) and any uninvested moneys were transferred for safekeeping or any Federal Securities (other than Federal Securities held as book-entries) pledged to secure the repayment of any uninvested moneys were placed in pledge, as permitted by Section 12.

Section 11. Character of Deposit.

A. It is recognized that title to the Federal Securities and money accounted for in the Escrow Account from time to time shall remain vested in the City or in the Escrow Agent on behalf of the City but subject always to the prior charge and lien thereon of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement and the Indenture.

B. The Escrow Agent shall hold all such Federal Securities (except as they may be held as book-entries) and money in the Escrow Account as a special trust fund and account separate and wholly segregated from all other securities and funds of the Escrow Agent or deposited therein, and shall never commingle such securities or money with other securities or money.

Section 12. Securing Deposit.

A. The Escrow Agent may cause the Federal Securities accounted for in the Escrow Account to be registered in the name of the Escrow Agent on behalf of the City for payment, if they are registrable for payment, and in such event shall obtain the necessary endorsements from the duly authorized officials of the City as they become due.

B. The City, in connection with any Federal Securities accounted for in the Escrow Account and held as book-entries, shall cooperate with the Escrow Agent and shall forthwith make arrangements with an appropriate representative of the issuer of such Federal Securities so that the interest on and the principal of the Federal Securities shall be promptly transmitted, as the same become due from time to time, to the Escrow Agent.

C. All uninvested money over the FDIC insured limit held at any time in the Escrow Account shall be continuously secured by the deposit of Federal Securities or such securities as are permitted by Section 9.10 of Title 12 of the Code of Federal Regulations in a principal amount and value always not less than the total amount of uninvested money in the Escrow Account:

- (1) In any branch of the Federal Reserve Bank; or
- (2) In any commercial bank which:
 - (a) Is a state or national bank or trust company,
 - (b) Is a member of the Federal Deposit Insurance Corporation,
 - (c) Is a member of the Federal Reserve System,
 - (d) Has a capital and surplus of \$10,000,000.00 or more,
 - (e) Is exercising full and complete trust powers, and

(f) May be located in the State or without the State (a “trust bank”).

(3) In any branch of the Federal Reserve Bank and in one or more trust banks (or any combination thereof).

D. Such Federal Securities so held as a pledge shall be used whenever necessary to enable the payment of the Refunded Certificate Requirements, to the extent other moneys are not transferred or caused to be transferred for such purpose by the Escrow Agent.

E. Any Federal Securities (except as they may be held as book-entries) and any uninvested moneys accounted for in the Escrow Account may from time to time be placed by the Escrow Agent for safekeeping wholly or in part in any such trust bank, only if prior to any such transfer the City consents thereto in writing.

F. Each such trust bank holding any Federal Securities accounted for in the Escrow Account or any uninvested moneys accounted for therein shall be furnished by the Escrow Agent with a copy of this Escrow Agreement prior to such deposit.

G. By the acceptance of such Federal Securities or such uninvested moneys each such trust bank shall be bound in the same manner as the Escrow Agent, as herein provided.

H. The Escrow Agent, however, shall remain solely responsible to the City:

- (1) For any investment of moneys pursuant to Section 1 hereof,
- (2) For transfers of moneys pursuant to Section 7 hereof,
- (3) For the termination of the Escrow Account pursuant to Section 8 hereof,
- (4) For the periodic status reports pursuant to Section 10 hereof, and
- (5) For any notice of redemption required to be given by Section 13 hereof.

I. Notwithstanding the liabilities of the Escrow Agent stated in paragraph H of this Section, the Escrow Agent may cause any one, all, or any combination of the duties stated in paragraph H to be performed on its behalf by any trust bank.

J. If at any time the Escrow Agent fails to account for any moneys or Federal Securities held by it or by any such trust bank in the Escrow Account, such moneys and securities shall be and remain the property of the City.

K. No money paid into and accounted for in the Escrow Account shall ever be considered as a banking deposit and neither the Escrow Agent nor any such trust bank shall have any right or title with respect thereto.

Section 13. Refunding and Defeasance Notices. In connection with the refunding and defeasance of the Refunded Certificates, the Escrow Agent shall give forthwith upon the delivery of the 2019 Certificates notice of refunding and defeasance of the Refunded Certificates by mailing such notice by first-class mail (in substantially the form attached hereto as Exhibit 2) to the registered owners of the Refunded Certificates, and shall give notice of the redemption of the Refunded Certificates not more than 60 days and not less than 30 days prior to December 1, 2020, in the form, time and manner as required by the Indenture. By its execution of this Escrow Agreement, the Escrow Agent hereby acknowledges and accepts responsibility for the giving of such notices in the manner set forth herein and in the Indenture.

Section 14. 2019 Purchaser's Responsibility. The 2019 Purchaser and owners from time to time of the 2019 Certificates shall in no manner be responsible for the application or disposition of the proceeds thereof or any moneys or Federal Securities accounted for in the Escrow Account. This clause shall not relieve the Escrow Agent (if it is an owner of the 2019 Certificates), in its capacity as Escrow Agent, from its duties under this Escrow Agreement.

Section 15. Amendment.

A. The 2019 Certificates shall be executed and delivered in reliance upon this Escrow Agreement and except as herein provided this Escrow Agreement shall be irrevocable and not subject to amendment after any of the 2019 Certificates shall have been executed and delivered.

B. The provisions of this Escrow Agreement may be amended, waived or modified upon approval of the owners of all of the then outstanding Refunded Certificates. The provisions of this Escrow Agreement also may be amended, waived or modified without the approval of such owners for one or more of the following purposes:

- (1) to cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this Escrow Agreement;
- (2) to pledge additional revenues, properties or collateral as security for the Refunded Certificates; or
- (3) to deposit additional moneys or Federal Securities into the Escrow Account.

Notwithstanding any other provision hereof, no amendment, modification or waiver shall be effective if it is materially prejudicial to the owners of the Refunded Certificates or affects the exclusion of the interest on the Refunded Certificates or the 2019 Certificates from gross income for federal income tax purposes, unless such amendment, waiver or modification is approved by the owners of all of the then outstanding Refunded Certificates and the 2019 Certificates affected thereby.

Section 16. Exculpatory Provisions.

A. The duties and responsibilities of the Escrow Agent are limited to those expressly and specifically stated in this Escrow Agreement.

B. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and made in compliance with the provisions hereof.

C. The Escrow Agent shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing, except for its negligence or its default in the performance of any obligations imposed upon it hereunder.

D. The Escrow Agent shall neither be under any obligation to inquire into or be in any way responsible for the performance or nonperformance by the City of any of its obligations contained in this Escrow Agreement, in the Ordinance, in the Indenture, in the 2019 Certificates, in the Refunded Certificates, or in any proceedings taken in connection therewith (other than its responsibilities as trustee under such instruments).

E. Nothing in this Escrow Agreement creates any obligation or liabilities on the part of the Escrow Agent to anyone other than the City and the owners of the Refunded Certificates.

Section 17. Time of Essence. Time is of the essence in the performance of the obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 18. Successors.

A. Whenever in this Escrow Agreement the City or the Escrow Agent is named or is referred to, such provision is deemed to include any successor of the City or the Escrow Agent, respectively, immediate or intermediate, whether so expressed or not.

B. All of the stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City or the Escrow Agent contained in this Escrow Agreement:

(1) Shall bind and inure to the benefit of any such successor, and

(2) Shall bind and inure to the benefit of any officer, board, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any relevant right, power or duty of the City or the Escrow Agent, respectively, or of its successor.

Section 19. Jurisdiction and Venue. The rights of the City under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any disputes related to this Agreement shall be in a United States District Court for the District of Colorado.

Section 20. Severability. If any section, paragraph, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 21. Notices. Any notice to be given hereunder shall be delivered personally or mailed postage prepaid, return receipt requested, to the following addresses:

If to the City: The City of Grand Junction, Colorado
 250 North 5th Avenue
 Grand Junction, Colorado 81501
 Attention: City Manager

If to the Escrow Agent: Zions Bancorporation National Association
 1001 17th Street, Suite 850
 Denver, Colorado 80202
 Attention: Corporate Trust Services

or to such other address as any party may, by written notice to the other parties, hereafter specify. Any notice shall be deemed to be given upon mailing.

Section 22. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparties of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the CITY OF GRAND JUNCTION, COLORADO has caused this Escrow Agreement to be executed in its name and the seal of the City affixed and attested by duly authorized officers thereof; and ZIONS BANCORPORATION NATIONAL ASSOCIATION has caused this Escrow Agreement to be executed in its corporate name by a duly authorized officer thereof, all as of the day and year first above written.

(S E A L)

**CITY OF GRAND JUNCTION,
COLORADO**

ATTESTED:

City Clerk

President of the City Council

**ZIONS BANCORPORATION NATIONAL
ASSOCIATION,**
as Escrow Agent

Vice President, Zions Bank Division

EXHIBIT 1

CPA Report

EXHIBIT 2

NOTICE OF PARTIAL REFUNDING, DEFEASANCE AND REDEMPTION

45837002.v2

FIRST AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT

Dated as of May [], 2019

BETWEEN

THE CITY OF GRAND JUNCTION, COLORADO, AS LESSOR

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,

Acting solely in its capacity as trustee under the Indenture described herein,

AS LESSEE

After this instrument has been recorded, please return to:

Kimberley Crawford, Esq.
Butler Snow LLP
1801 California, Suite 5100
Denver, Colorado 80202

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Ground and Improvement Lease is exempt from the documentary fee.

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First Amendment to Lease Purchase Agreement
and is only for convenience of reference)

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FIRST AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT

FIRST AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT dated as of May [], 2019 (the “2019 Ground Lease Amendment”) which amends the Ground and Improvement Lease Agreement dated as of December 1, 2010 (the “2010 Ground Lease” or collectively, as thereby and hereby amended, the “Ground Lease”), by and between ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly Zions First National Bank), as lessee hereunder, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture described herein (the “Trustee”), and the CITY OF GRAND JUNCTION, COLORADO, as lessor hereunder, a home rule municipal corporation duly organized and existing under the Constitution of the State of Colorado and the Charter of the City (the “City”).

WITNESSETH:

WHEREAS, the City has been duly organized and is validly existing as a home rule city under the Constitution of the State of Colorado and its home rule charter (the “Charter”); and

WHEREAS, the Trustee is authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America and has an office and place of business in Denver, Colorado; and

WHEREAS, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, the City Council of the City (the “City Council”) is authorized to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City; and

WHEREAS, the City and the Trustee have previously entered into a Ground and Improvement Lease Agreement (the “2010 Ground Lease”) whereby the Trustee leased from the City certain real property and the buildings located thereon (the “Leased Property”); and

WHEREAS, the City leased such Leased Property back from the Trustee pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2010, as amended contemporaneously with the amendment to the 2010 Ground Lease (collectively, the “Lease”); and

WHEREAS, the City Council has determined and hereby determines that it is in the best interests of the City and its inhabitants that the payments made by the City pursuant to the Lease be restructured so as to effect certain financial benefits for the City (the “Refunding Project”); and

WHEREAS, in order to complete the Refunding Project as planned, it is necessary to enter into this 2019 Ground Lease Amendment, along with the amendment to the Lease and the Indenture; and

WHEREAS, the Trustee is executing this 2019 Ground Lease Amendment solely in its capacity as Trustee under the Indenture, and subject to the terms, conditions and protections provided for therein.

NOW THEREFORE, for and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.1. Definitions Generally. All words and phrases defined in the Indenture and the Lease shall have the same meanings in this 2019 Ground Lease Amendment, unless amended hereby.

Section 1.2. 2019 Ground Lease Amendment. This 2019 Ground Lease Amendment amends and supplements the 2010 Ground Lease and is entered into in accordance with the provisions of the 2010 Ground Lease and the Indenture.

Section 1.3. Applicability of Lease. Except as otherwise provided herein, the provisions of the Ground Lease (which includes this 2019 Ground Lease Amendment) govern the Leased Property and the Certificates (which, after giving effect to the Refunding Project, includes the Unrefunded Certificates and the Additional Certificates, if any).

ARTICLE II

AMENDMENTS TO GROUND LEASE

Section 2.1. Ground Lease Terms. Section 1 of the Ground Lease entitled “Ground Lease Terms” is hereby amended to extend the term of the Ground Lease to December 31, 20[].

Section 2.2. Partial Release; Termination. Section 7 of the Ground Lease entitled “Partial Release; Termination” is amended to delete the first paragraph as Parcel II will, prior to the execution and delivery of this 2019 Ground Lease Amendment, have been amortized and released pursuant to section 12.4 of the Lease.

Section 2.3. Amendment to Ground Lease Exhibits A and B. Exhibit A to the Ground Lease, setting forth a Description of the Leased Property, and Exhibit B to the Ground Lease, setting forth the Permitted Encumbrances, is hereby amended and replaced by Appendix A and Appendix B to this 2019 Ground Lease Agreement.

ARTICLE III

MISCELLANEOUS

Section 3.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given as provided in Section 17 of the Ground Lease with the added provision that the address for the 2019 Insurer shall be the same as follows: [INSURER ADDRESS].

Section 3.2. Binding Effect. This 2019 Ground Lease Amendment shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations contained in the Lease.

Section 3.3. Severability. In the event that any provision of the Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.4. Execution in Counterparts. This 2019 Ground Lease Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 3.5. Applicable Law. This 2019 Ground Lease Amendment shall be governed by and construed in accordance with the laws of the State.

Section 3.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2019 Ground Lease Amendment.

IN WITNESS WHEREOF, the City and the Trustee has caused this 2019 Ground Lease Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

[SEAL]

Attest:

City Clerk

CITY OF GRAND JUNCTION,
COLORADO, as Lessor

By _____
President of the City Council

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Lessee

By _____
Vice President, Zions Bank Division

STATE OF COLORADO

)

) ss.

COUNTY OF MESA

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Barbara Traylor Smith and Wanda Winkelmann, as President of the City Council of the City of Grand Junction, Colorado, and City Clerk of the City of Grand Junction, Colorado, respectively.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Stephanie Nicholls, as Vice President of Zions Bancorporation National Association.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

APPENDIX A TO FIRST AMENDMENT

EXHIBIT A TO GROUND LEASE

DESCRIPTION OF LEASED PROPERTY

APPENDIX B TO FIRST AMENDMENT

EXHIBIT B TO GROUND LEASE

PERMITTED ENCUMBRANCES

45837244.v2

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT

Dated as of May [], 2019

BETWEEN

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,

Acting solely in its capacity as trustee under the Indenture described herein,

AS LESSOR,

and

CITY OF GRAND JUNCTION, COLORADO,

AS LESSEE

After this instrument has been recorded, please return to:

Kimberley Crawford, Esq.
Butler Snow LLP
1801 California, Suite 5100
Denver, Colorado 80202

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Lease Purchase Agreement is exempt from the documentary fee.

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FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT dated as of May [], 2019 (the “2019 Lease Amendment”) which amends the Lease Purchase Agreement dated as of December 1, 2010 (the “2010 Lease” or collectively, as thereby and hereby amended, the “Lease”), by and between ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly Zions First National Bank), as lessor hereunder, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture described herein (the “Trustee”), and the CITY OF GRAND JUNCTION, COLORADO, as lessee hereunder, a home rule municipal corporation duly organized and existing under the Constitution of the State of Colorado and the Charter of the City (the “City”).

WITNESSETH:

WHEREAS, the Lease, including Articles I and III of this 2019 Lease Amendment, sets forth the definitions of all capitalized terms used herein except where the context indicates otherwise; and

WHEREAS, the City has been duly organized and is validly existing as a home rule city under the Constitution of the State of Colorado and its home rule charter (the “Charter”); and

WHEREAS, the Trustee is authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America and has an office and place of business in Denver, Colorado; and

WHEREAS, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, the City Council of the City (the “City Council”) is authorized to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City; and

WHEREAS, the City and the Trustee have previously entered into the Lease whereby the City leases from the Trustee certain real property and the buildings located thereon (the “Leased Property”); and

WHEREAS, the City Council has determined and hereby determines that it is in the best interests of the City and its inhabitants that the payments made by the City pursuant to the Lease be restructured so as to effect certain financial benefits for the City (the “Refunding Project”); and

WHEREAS, in order to complete the Refunding Project as planned, it is necessary to enter into this 2019 Lease Amendment; and

WHEREAS, pursuant to the Lease and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain recalculated Base

Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, the obligation of the City to pay Base Rentals and Additional Rentals under the Lease shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or Charter limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing Fiscal Year beyond any Fiscal Year during which the Lease shall be in effect; and

WHEREAS, pursuant to that certain Indenture of Trust dated as of December 1, 2010 (the "2010 Indenture"), as supplemented by the First Supplement to Indenture of Trust dated as of May [], 2019 (the "2019 Supplemental Indenture" and together with the 2010 Indenture, the "Indenture") between the City and Zions Bancorporation, National Association (formerly Zions First National Bank), as trustee (the "Trustee"), the Trustee will execute and deliver certain Refunding Certificates of Participation, Series 2019 (the "2019 Certificates"), the proceeds of which shall be utilized to affect the Refunding Project; and

WHEREAS, the 2019 Certificates shall evidence assignments of rights to receive certain revenues, shall be payable solely from the sources provided in the Lease, and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or Charter limitation or requirement concerning the creation of indebtedness, nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the then current Fiscal Year; and

WHEREAS, neither the Lease nor the issuance of the 2019 Certificates shall directly or indirectly obligate the City to make any payments beyond those appropriated for the City's then current Fiscal Year; and

WHEREAS, the City Council has adopted an ordinance authorizing and approving the execution, delivery and performance of this 2019 Lease Amendment.

NOW THEREFORE, for and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.1. Definitions Generally. All words and phrases defined in the Indenture and the Lease shall have the same meanings in this 2019 Lease Amendment, unless amended hereby.

Section 1.2. 2019 Lease Amendment Definitions. For all purposes of the Lease and the Indenture, the following terms, except when the context otherwise requires, shall have the meanings set forth below.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, between the City and Zions Bancorporation, National Association, as escrow agent.

“Refunded Certificates” means, for purposes of this 2019 Lease Amendment only, the Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B, maturing on and after December 1, 2021, to be refunded, paid and discharged pursuant to the Refunding.

“2019 Certificates” means the Refunding Certificates of Participation, Series 2019.

“2019 Ground Lease Amendment” means the First Amendment to Ground Lease Agreement dated as of May [], 2019, between the City, as lessor, and the Trustee, as lessee.

“2019 Lease Amendment” means the First Amendment to Lease Purchase Agreement dated as of May [], 2019, between the City, as lessee, and the Trustee, as lessor.

“2019 Supplemental Indenture” means the First Supplement to Indenture of Trust dated as of May [], 2019, executed and delivered by the Trustee.

“Unrefunded Certificates” means the 2010B Certificates that will remain outstanding after the Refunding.

Section 1.3. 2019 Lease Amendment. This 2019 Lease Amendment amends and supplements the Lease and is entered into in accordance with the provisions of the Lease and the Indenture.

Section 1.4. Applicability of Lease. Except as otherwise provided herein, the provisions of the Lease (which includes this 2019 Lease Amendment) govern the Leased Property and the Certificates (which, after giving effect to the Refunding Project, includes the Unrefunded Certificates and the Additional Certificates, if any).

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Trustee and the Certificate Owners as follows:

(a) Each of the City's representations, covenants and warranties set forth in Section 2.1 of the Lease, as amended, remains true as of the date hereof.

(b) The following representations by the City are made specifically with respect to this 2019 Lease Amendment:

(i) The City is authorized by its Charter to enter into the transactions contemplated by this 2019 Lease Amendment and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this 2019 Lease Amendment and other documents related to this transaction and the Refunding.

(ii) The execution and delivery hereof, the fulfillment of or compliance with the terms and conditions hereof, and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, and does not constitute a default under any of the foregoing or result in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City.

(iii) To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other Person affecting the right of the City to execute this 2019 Lease Amendment or the ability of the City to make the payments required under the Lease and/or to otherwise comply with the obligations contained in the Lease.

(iv) This 2019 Lease Amendment constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

Section 2.2. Representations, Covenants and Warranties of the Trustee. The Trustee represents, covenants and warrants for the benefit of the City and the Certificate Owners as follows:

(a) Each of the Trustee's representations, covenants and warranties set forth in Section 2.2 Lease, as amended, remains true as of the date hereof.

(b) The following representations by the Trustee are made specifically with respect to this 2019 Lease Amendment:

(i) The Trustee has authority to execute and deliver this 2019 Lease Amendment and the Escrow Agreement.

(ii) The Trustee acknowledges and recognizes that the Lease will be terminated in the event that funds are not specifically budgeted and appropriated by the City specifically with respect to the Lease to continue paying all Base Rentals and Additional Rentals during the ensuing Fiscal Year and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the City Council.

(iii) To the knowledge of the Trustee, there is no litigation or proceeding pending or threatened against the Trustee or any other Person affecting the right of the Trustee to execute this 2019 Lease Amendment, the 2019 Supplemental Indenture or the Escrow Agreement, or the ability of the Trustee to comply with the obligations contained herein or therein.

(iv) This 2019 Lease Amendment and the Escrow Agreement constitute legal, valid and binding obligations of the Trustee, enforceable against the Trustee in accordance with their terms.

ARTICLE III

AMENDMENTS TO LEASE

Section 3.1. Amendments to Definitions in Lease. The definitions of the following terms as set forth in Article I of the Lease are hereby amended to read as follows:

“Certificates” shall mean the 2010B Certificates, the 2019 Certificates and any Additional Certificates.

Section 3.2. Amendment to Lease Exhibit A, B and C. Exhibit A to the Lease, setting forth a Description of the Leased Property, and Exhibit C to the Lease, setting forth the Base Rentals Schedule, are hereby amended and replaced by Appendix A to this 2019 Lease Amendment, as further set forth in Section 4.1 hereof and Appendix B to this 2019 Lease Amendment. Exhibit B to the Lease, setting forth the Permitted Encumbrances, is hereby amended and replaced by Appendix C to this 2019 Lease Agreement.

Section 3.3. Amendment to Section 11.5 of the Lease. An additional paragraph is added as the third paragraph to Section 11.5 of the Lease – “Tax-Covenants” – as follows:

The City covenants for the benefit of the Owners of the 2019 Certificates that it will not take any action or omit to take any action with respect to the 2019 Certificates, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the 2019 Certificates (except for the possible exercise of the City’s right to terminate this Lease

as provided herein) if such action or omission (i) would cause the interest on the 2019 Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the 2019 Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, or (iii) would cause interest on the 2019 Certificates to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the City's right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the 2019 Certificates, until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

ARTICLE IV

PROVISIONS OF THIS 2019 LEASE AMENDMENT

Section 4.1. Recalculation of Base Rentals. Pursuant to Section 6.2 of the Lease, the Base Rentals set forth in Exhibit C to the Lease, as amended, are hereby recalculated to reflect the issuance of the 2019 Certificates and the Refunding of the Refunded Certificates. The City hereby agrees to pay the recalculated Base Rentals directly to the Trustee for distribution to the Owners of the Certificates in accordance with the Indenture during the Lease Term, on the due dates set forth in Appendix B to this 2019 Lease Amendment, attached hereto and made a part hereof. Concurrently with the execution and delivery of this 2019 Lease Amendment, such Appendix B hereto shall replace Exhibit C to the Lease. All references to Exhibit C in the Lease refer to the revised schedule of Base Rentals and due dates set forth on Appendix B hereto.

Section 4.2. Title Insurance. Concurrently with the execution and delivery of this 2019 Lease Amendment, the Trustee shall be provided with one or more binders or commitments, or endorsements, for one or more standard mortgagee's title insurance policies issued to the Trustee, insuring its leasehold interest in the Leased Property, subject only to the Permitted Encumbrances, in the total aggregate amount not less than \$[30,000,000], or such lesser amount as shall be the maximum insurable value of the Project.

Section 4.3. Assignment by the Trustee. The Trustee's rights under the Lease, including this 2019 Lease Amendment, including rights to receive and enforce payments thereunder and hereunder (except the Trustee's rights to payment or reimbursement of certain expenses, indemnification and attorneys' fees and expenses) have been assigned to the Trustee pursuant to the Indenture.

Section 4.4. Undertaking to Provide Ongoing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate executed by the City in connection with the execution and delivery of this 2019 Lease Amendment and issuance by the Trustee of the 2019 Certificates. Any failure by the City to perform in accordance with this Section shall not constitute an "Event of Default" under the Lease, and the rights and remedies

provided by the Lease upon the occurrence of an “Event of Default” shall not apply to any such failure. The Trustee shall have no power or duty to enforce this Section. Unless otherwise required by law, no registered owner of a 2019 Certificate shall be entitled to damages for the City’s non-compliance with its obligations under this Section 4.5; however, the registered owners of the 2019 Certificates may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE V

MISCELLANEOUS

Section 5.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given as provided in Section 15.2 of the Lease.

Section 5.2. Binding Effect. This 2019 Lease Amendment shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations contained in the Lease.

Section 5.3. Severability. In the event that any provision of the Lease, other than provisions concerning the requirement of the City to pay Base Rentals and the requirement of the Trustee to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City under the conditions set forth in Article XII of the Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.4. Execution in Counterparts. This 2019 Lease Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 5.5. Applicable Law. This 2019 Lease Amendment shall be governed by and construed in accordance with the laws of the State.

Section 5.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2019 Lease Amendment.

IN WITNESS WHEREOF, the Trustee has caused this 2019 Lease Amendment to be executed in its corporate name; and the City has caused this 2019 Lease Amendment to be executed in its name and the seal of the City to be affixed hereto and attested by its duly authorized officers, all as of the date first above written.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Lessor

By _____
Vice President, Zions Bank Division

[SEAL]

CITY OF GRAND JUNCTION,
COLORADO, as Lessee

Attest:

City Clerk

By _____
President of the City Council

STATE OF COLORADO

)

) ss.

COUNTY OF MESA

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Barbara Traylor Smith and Wanda Winkelmann, as President of the City Council of the City of Grand Junction, Colorado, and City Clerk of the City of Grand Junction, Colorado, respectively.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Stephanie Nicholls, as Vice President of Zions Bancorporation, National Association.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

APPENDIX A TO FIRST AMENDMENT

EXHIBIT A TO LEASE

DESCRIPTION OF LEASED PROPERTY

APPENDIX B TO FIRST AMENDMENT

EXHIBIT C TO LEASE

BASE RENTALS SCHEDULE

APPENDIX C TO FIRST AMENDMENT

EXHIBIT C TO LEASE

PERMITTED ENCUMBRANCES

45836939.v4

FIRST SUPPLEMENT TO INDENTURE OF TRUST

Dated as of

MAY [], 2019

BY

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

(FORMERLY ZIONS FIRST NATIONAL BANK)

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and is only for convenience of reference)

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FIRST SUPPLEMENT TO INDENTURE OF TRUST

THIS FIRST SUPPLEMENT TO INDENTURE OF TRUST dated as of May [], 2019 (the “2019 Supplemental Indenture”), executed and delivered by ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee (formerly Zions Bank, National Association), duly organized and existing under the laws of the United States of America (the “Trustee”).

WITNESSETH:

WHEREAS, except where the context indicates otherwise, all capitalized terms used herein shall have the meanings given in the Indenture, as hereby amended; and

WHEREAS, the City of Grand Junction, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under the Constitution of the State of Colorado and its home rule charter (the “Charter”); and

WHEREAS, the Trustee is authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America and has an office and place of business in Denver, Colorado; and

WHEREAS, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, the City Council of the City (the “City Council”) is authorized to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City; and

WHEREAS, for the purpose of financing the costs of construction, acquisition and equipping of various capital improvements, the City previously entered into a Ground and Improvement Lease Agreement, dated as of December 1, 2010, pursuant to which the City leased to Zions First National Bank (the “Trustee”), acting solely in its capacity as trustee under an Indenture of Trust as hereafter described (the “2010 Ground Lease”), certain real property owned by the City (“Parcel I” and “Parcel II” or, collectively, the “Leased Property”), which Leased Property was leased back to the City by the Trustee pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2010 (the “2010 Lease”); and

WHEREAS, the Trustee has previously executed and delivered the Indenture of Trust dated as of December 1, 2010 (the “2010 Indenture”), as hereby and from time to time supplemented (the “Indenture”); and

WHEREAS, pursuant to the 2010 Indenture there were executed and delivered certain Tax-Exempt Certificates of Participation, Series 2010A, (the “2010A Certificates”), in the original principal amount of \$4,900,000, and Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B (the “2010B Certificates”) in the original principal amount of \$30,000,000, each dated as of December 1, 2010; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its inhabitants that the City enter into a First Lease Agreement dated as of May [],

2019, with the Trustee (the “First Lease Amendment” or, together with the 2010 Lease, the “Lease”) for the purpose of refunding a portion of the outstanding Certificates of Participation, Series 2010B maturing on and after December 1, 20[] (the “Refunded Certificates”); and

WHEREAS, the City Council has determined that it is in the best interests of the City and its inhabitants that the City enter into the First Lease Amendment for the purpose of refunding the Refunded Certificates (the “Refunding Project”); and

WHEREAS, in order to complete the Refunding Project as planned, the City and the Trustee will enter into the First Lease Amendment; and

WHEREAS, pursuant to the Lease, as amended, the City will pay certain recalculated Base Rentals and Additional Rentals to the Trustee in consideration for the City’s right to use the Leased Property, subject to the right of the City to terminate the Lease and other limitations as therein provided; and

WHEREAS, the 2010 Indenture provides for the issuance of Additional Certificates pursuant thereto to provide funds to pay, among other things, the costs of the execution and delivery of the Additional Certificates to refund all or any portion of any Outstanding Certificates (as defined in the Indenture); and

WHEREAS, it is now necessary to enter into this 2019 Supplemental Indenture to provide for the issuance of the Refunding Certificates of Participation, Series 2019 (the “2019 Certificates”) which will be issued as Additional Certificates under the Indenture and which will represent assignments of rights to receive Base Rentals and other revenues under the Lease; and

WHEREAS, the Trustee has entered into the Indenture for and on behalf of the owners of the Certificates and will hold its rights hereunder, including its rights with respect to the Leased Property, except as otherwise specifically provided herein, for the equal and proportionate benefit of the owners of the Certificates, and will disburse moneys received by it in accordance with the Indenture; and

WHEREAS, all things necessary to make the 2019 Certificates, when executed and delivered by the Trustee as provided in this 2019 Supplemental Indenture, legal, valid and binding proportionate interests in the Base Rentals and other revenues, as herein provided, and to constitute the Indenture a valid, binding and legal instrument for the security of the 2019 Certificates in accordance with its terms, have been done and performed; and

WHEREAS, the net proceeds from the sale of the 2019 Certificates will be disbursed by the Trustee for the accomplishment of the Refunding Project, and the other purposes set forth herein.

NOW, THEREFORE, THIS 2019 SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that the Trustee, in consideration of the premises, the purchase of the Certificates by the Owners and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Certificates and all other amounts payable to the Owners with respect to the Certificates, to secure the performance and observance of all of the covenants and

conditions set forth in the Certificates and the Indenture, and to declare the terms and conditions upon and subject to which the Certificates are executed, delivered and secured, has executed and delivered this Indenture and has granted, assigned, pledged, bargained, sold, alienated, remised, released, conveyed, set over and confirmed, and by these presents does grant, assign, pledge, bargain, sell, alienate, remise, release, convey, set over and confirm, in trust upon the terms set forth herein all and singular the following described property, franchises and income, including any title or interest therein acquired after these presents, all and singular the following described property, franchises and income, including any title therein acquired after these presents (collectively, the "Trust Estate"):

(a) all rights, title and interest of the Trustee in, to and under the Ground Lease and the Lease (other than the Trustee's rights to payment of its fees and expenses under the Ground Lease and the Lease and the rights of third parties to Additional Rent payable to them under the Lease);

(b) all Revenues and any other receipts receivable by or on behalf of the Trustee pursuant to the Lease, including, without limitation, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds; and

(c) all money and securities from time to time held by the Trustee under this Indenture in the Base Rentals Fund and the Costs of Execution and Delivery Fund (but not the Rebate Fund or any defeasance escrow fund or account), any and all other property, revenues or funds from time to time hereafter by delivery or by writing of any kind specially granted, assigned or pledged as and for additional security hereunder, by any Person in favor of the Trustee, which shall accept any and all such property and hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, the Trust Estate for the equal and ratable benefit and security of all Owners of the Certificates, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS 2019 SUPPLEMENTAL INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates are to be executed and delivered and all said property, rights, interests, revenues and receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, for the benefit of the Owners, as follows:

ARTICLE I

DEFINITIONS AND APPLICABILITY OF INDENTURE

Section 1.01. Definitions Generally. Unless the context clearly requires otherwise, all words and phrases defined in the Lease, Ground Lease and the Indenture shall have the same meanings in this 2019 Supplemental Indenture and the Indenture.

Section 1.02. 2019 Supplemental Indenture Definitions. For all purposes of the Indenture and the Lease, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

“Refunded Certificates” means, for purposes of this 2019 Supplemental Indenture only, the 2010B Certificates maturing on and after December 1, 20[___], to be refunded, paid and discharged pursuant to the Refunding Project.

“Refunding Project” means the undertaking to refund, pay and discharge the Refunded Certificates by depositing money into the Escrow Account, and paying expenses incidental thereto, as provided in this 2019 Supplemental Indenture and the Escrow Agreement.

“Supplemental Act” means the Supplemental Public Securities Act, constituting Article 57 of Title 11, Part 2, C.R.S.

“2019 Certificates” means the “Refunding Certificates of Participation, Series 2019”, dated May [___], 2019, executed and delivered pursuant to this 2019 Supplemental Indenture.

“2019 Escrow Account” means the special account created under Section 6.01 of this 2019 Supplemental Indenture.

“2019 Escrow Agreement” means the Escrow Agreement of even date herewith entered into by the City and the Trustee, as escrow agent, in connection with the Refunding of the Refunded Certificates.

“2019 Ground Lease Amendment” means the First Amendment to Ground Lease Agreement dated as of May [___], 2019, between the City, as lessor, and the Trustee, as lessee.

“2019 Lease Amendment” means the First Amendment to Lease Purchase Agreement dated as of May [___], 2019, between the City, as lessee, and the Trustee, as lessor.

“2019 Supplemental Indenture” means this First Supplement to Indenture of Trust dated as of May [___], 2019, executed and delivered by the Trustee.

“Unrefunded Certificates” means the 2010B Certificates that will remain outstanding after the Refunding.

Section 1.03. Amendments to Definitions in Indenture. Definitions in the Indenture of the following terms are hereby amended as follows:

Clause (iii) in the definition of “Authorized Denominations” shall be amended to read: denominations of \$5,000 or integral multiples thereof.”

“Certificates” means (i) the Certificates of Participation, Series 2010B, issued pursuant to the terms of the Indenture; and (ii) the Certificates of Participation, Series 2019 issued pursuant to the terms of this 2019 Supplemental Indenture.

Section 1.03. 2019 Supplemental Indenture. This 2019 Supplemental Indenture amends and supplements the Indenture and is entered into in accordance with the provisions thereof.

Section 1.04. Applicability of the Indenture. Except as otherwise provided herein, the provisions of the Indenture govern the 2019 Certificates notwithstanding the defeasance or payment in full of the 2010B Certificates, except that the date or dates of the 2019 Certificates, the rate or rates of interest on the 2019 Certificates, provisions for the redemption of the 2019 Certificates and any other specific provisions concerning and exclusive to the 2019 Certificates shall be as set forth in this 2019 Supplemental Indenture. In addition, specific provisions concerning and exclusive to the 2010B Certificates shall apply solely to the 2010B Certificates.

For all purposes of the Indenture and the Lease, (i) the “Project” shall include the 2010 Project; (ii) the “Leased Property” shall mean and include the 2019 Leased Property, as shown in Exhibits A and C to the Lease, as amended, whether or not being financed or refinanced with the 2019 Certificates; and (iii) the “Certificates” shall mean and include, after giving effect to the Refunding Project, the 2019 Certificates as well as the Unrefunded Certificates.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF THE 2019 CERTIFICATES

Section 2.01. Amount of the 2019 Certificates; Nature of the 2019 Certificates. The aggregate original principal amount of 2019 Certificates that may be executed and delivered pursuant to this Indenture shall be \$[_____] Additional Certificates may be executed and delivered pursuant to this Indenture in accordance with Section 2.08 hereof.

The Certificates evidence proportionate interests in the Revenues. The Certificates shall constitute a contract between the Trustee and the Owners. In no event shall any decision by the Council not to appropriate any amounts payable under the Lease be construed to constitute an action impairing such contract.

The Certificates shall not constitute a mandatory charge or requirement of the City in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the City to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the City's then current Fiscal Year.

Section 2.02. Forms, Denominations, Maturities and Other Terms of the 2019 Certificates. The 2019 Certificates shall be in substantially the form attached hereto as Exhibit A.

Each series of the 2019 Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature on any given date. Each series of the 2019 Certificates shall be numbered consecutively in such manner as the Trustee shall determine; provided that while the 2019 Certificates are held by a Depository, one 2019 Certificate shall be executed and delivered for each maturity bearing interest at the same interest rate as the Outstanding 2019 Certificates of such maturity.

The 2019 Certificates are issued under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2019 Certificates after their delivery for value.

The 2019 Certificates shall be dated May [____], 2019.

The 2019 Certificates shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:

Maturity Date (December 1)	Principal Amount	Interest Rate
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The 2019 Certificates shall bear interest from their date to maturity or prior redemption at the rates per annum set forth above, payable on each Interest Payment Date and calculated on the basis of a 360-day year of twelve 30-day months.

The payment of principal, premium, if any, and interest represented by the Certificates shall be made in lawful money of the United States of America.

Each series of the 2019 Certificates shall be subject to redemption prior to maturity, all as provided in Article 4 hereof.

Except for any Certificates for which DTC is acting as Depository or for an Owner of \$1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of \$1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account designated by the Certificate Owner in written instructions to the Trustee.

Interest shall be paid to the Owner of each 2019 Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of 2019 Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such purpose, irrespective of any transfer of ownership of 2019 Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by first class mail postage prepaid at least ten (10) days prior to the special record date, to the Owner of each 2019 Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice..

Section 2.03. Execution of the 2019 Certificates. The manual signature of a duly authorized officer or employee of the Trustee shall appear on each 2019 Certificate. Any 2019 Certificate shall be deemed to have been executed by a duly authorized representative of the Trustee if signed by the Trustee Representative, but it shall not be necessary that the same officer or employee of the Trustee sign all of the 2019 Certificates issued hereunder. In case any officer

or employee of the Trustee whose signature shall appear on any 2019 Certificates shall cease to be such officer or employee before delivery of such 2019 Certificates, such signature shall nevertheless be valid and sufficient for all purposes hereof, the same as if he or she had remained in office until delivery.

Section 2.04. Incontestable Recital in 2019 Certificates. Each 2019 Certificate shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2019 Certificates after their delivery for value.

Section 2.05. Effect of Execution. No 2019 Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit under the Indenture unless and until executed in the manner prescribed by Section 2.03 of this 2019 Supplemental Indenture, and such execution shall be conclusive evidence that such 2019 Certificates have been properly issued and delivered hereunder.

Section 2.06. Form of 2019 Certificates. The 2019 Certificates shall be substantially in the form set forth in Exhibit A to this 2019 Supplemental Indenture (provided that any portion of the 2019 Certificate text may, with appropriate reference, be printed on the back of the 2019 Certificates), with such appropriate variations, omissions and insertions as may be required by the circumstances, or as may be permitted or required hereby. Temporary 2019 Certificates may be executed and delivered pending the preparation of 2019 Certificates in definitive form.

Section 2.07. Delivery of the 2019 Certificates. Upon the execution and delivery of this 2019 Supplemental Indenture, the Trustee shall execute and deliver the 2019 Certificates to the original purchasers thereof as hereinafter in this Section provided.

(a) Prior to the delivery by the Trustee of any of the 2019 Certificates, there shall be filed with the Trustee:

(i) originally executed counterparts of this 2019 Supplemental Indenture;

(ii) originally executed counterparts of the 2019 Lease Amendment, which shall have appended thereto a revised Exhibit B to the Lease showing the recalculated Base Rentals reflecting the Refunding of the Refunded Certificates and the issuance of the 2019 Certificates;

(iii) originally executed counterparts of the 2019 Ground Lease Amendment;

(iv) a certified copy of the ordinance adopted by the City Council authorizing the execution and delivery of the 2019 Lease;

(v) a written opinion of nationally recognized municipal bond counsel to the effect that the issuance of the 2019 Certificates and the execution thereof have been duly authorized, that all conditions precedent to the delivery thereof

have been fulfilled, and that the issuance, sale and delivery of the 2019 Certificates will not constitute a default under the Lease or the Indenture nor cause any violation of the covenants or representations in the Lease or the Indenture;

(vi) evidence that the amount of the title insurance policies then in effect as required by the Lease reflect the amount of the Certificates Outstanding following the issuance of the 2019 Certificates and the Refunding;

(vii) a certificate executed by the City Representative stating that the Lease Term is in effect, and that there is not then in existence an Event of Nonappropriation or an Event of Default under the Lease; and

(viii) an opinion of Special Counsel addressed to the Trustee (or a reliance letter relating thereto) to the effect that, upon the making of the required deposit to the Escrow Account, the Refunded Certificates shall be legally defeased.

(b) Thereupon, the Trustee shall deliver the 2019 Certificates to the original purchaser thereof, upon payment to the Trustee of the sum specified in the Certificate Purchase Agreement, net of any amounts wired to the Trustee to pay the costs of issuing the 2019 Certificates.

ARTICLE III

DISPOSITION OF PROCEEDS OF 2019 CERTIFICATES

Section 3.01. Source of Payment of 2019 Certificates; Disposition of Proceeds of 2019 Certificates. All payments by the City under the Lease shall be currently budgeted and appropriated expenditures within and for the City's then current Fiscal Year, all as provided in Sections 4.1, 4.2, 6.1, 6.2 and 6.4 of the Lease. The City's obligation to make payments under the Lease are from year to year only and do not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. The 2019 Certificates shall be payable solely from Revenues received by the Trustee, and do not constitute a general obligation or other indebtedness of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. Revenues, when, as, and if received by the Trustee, shall be held under the Indenture for payment of the principal of, premium, if any, and interest on the 2019 Certificates as provided in the Indenture.

The net proceeds of the 2019 Certificates shall be accounted for as follows:

(a) \$[] shall be deposited into the 2019 Escrow Account to effect the Refunding Project; and

(b) \$[] of the proceeds of the 2019 Certificates shall be paid to the Trustee and deposited to the 2019 Costs of Execution and Delivery Fund pursuant to Section 3.02 hereof to pay the costs of execution and delivery of the 2019 Certificates;

Section 3.02. 2019 Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and denominated the "2019 Costs of Execution and Delivery Fund." Upon the delivery of the 2019 Certificates, there shall be deposited into the 2019 Costs of Execution and Delivery Fund from the proceeds of the 2019 Certificates the amounts directed by Section 3.01 hereof and the Underwriter shall deliver to the Trustee a closing memorandum detailing the anticipated amounts of Costs of Execution and Delivery. Payments from the 2019 Costs of Execution and Delivery Fund shall be made by the Trustee upon receipt of a requisition in the form set forth in Exhibit B hereto. Amounts on deposit in the 2019 Costs of Execution and Delivery Fund shall remain uninvested.

The Trustee shall transfer all moneys remaining in the 2019 Costs of Execution and Delivery Fund to the credit of the City upon the final payment of all Costs of Execution and Delivery, as certified in writing by the City Representative.

ARTICLE IV

REDEMPTION OF 2019 CERTIFICATES

Section 4.01. Redemption. The 2019 Certificates are subject to redemption prior to their respective maturities as set forth below:

(a) The 2019 Certificates maturing on and after December 1, 20[] may be called for redemption on December 1, 20[], or any date thereafter at the option of the City, in whole or in part in Authorized Denominations in such order of maturity as directed by the City, and by lot within a maturity in such manner as the Trustee shall determine (giving proportionate weight to 2019 Certificates in Authorized Denominations larger than \$5,000), for a redemption price equal to 100% of the principal amount so redeemed plus accrued interest to the redemption date.

(b) The 2019 Certificates shall be called for extraordinary mandatory redemption in the event that the Lease Term is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease, as further provided in Section 4.03 of the Indenture. If called for redemption pursuant to this paragraph, the 2019 Certificates shall be redeemed as provided in Section 4.03 of the Indenture).

A portion of any 2019 Certificate may be redeemed, in which case the Trustee shall, without charge to the owner of such Certificate, execute and deliver a replacement 2019 Certificate or Certificates of the same maturity and of an Authorized Denomination.

When 2019 Certificates are to be redeemed in part, the schedule of Base Rentals set forth in **Exhibit B** to the Lease shall be recalculated by the Trustee to reflect the effect of such partial redemption.

ARTICLE V

AMENDMENTS TO INDENTURE

Creation of Escrow Account. Article III of the Indenture is hereby amended by the addition of a new Section 3.10, as follows:

Section 3.10.

B. The 2019 Escrow Account. A special account is hereby created and established, to be held under the control of the Trustee pursuant to the Escrow Agreement, and to be designated as the “City of Grand Junction, Colorado, 2019 Lease Purchase Agreement, Escrow Account” (the “Escrow Account”). There shall be irrevocably deposited into the Escrow Account from the proceeds of the sale of the 2019 Certificates the amount specified in Section 3.01(b) of this 2019 Supplemental Indenture, sufficient, together with any other moneys available therefor and deposited therein to establish an initial cash balance and to purchase the Federal Securities, all as provided in the Escrow Agreement. The Escrow Account shall be maintained and invested and moneys shall be withdrawn therefrom as provided in the Escrow Agreement. Any amounts remaining in the Escrow Account after redemption of all of the Refunded Certificates (as defined in the 2019 Supplemental Indenture) shall be repaid to the City pursuant to the Escrow Agreement, and the City may use such moneys for any lawful purpose.

Section 5.02. Moneys to be Held in Trust. Section 3.07 of the Indenture is hereby amended to provide that moneys held in the Escrow Account and the 2019 Escrow Account shall be held for the benefit of the owners of the Refunded Certificates as provided in the Escrow Agreement and the 2019 Escrow Agreement and not for the benefit of the Certificate Owners.

Section 5.03. Repayment to the City from the Trustee. Section 3.09 of the Indenture is hereby amended to provide that moneys held in the Escrow Account and the 2019 Escrow Account shall not be paid to the City upon the expiration or sooner termination of the Lease Term as a return of an overpayment of Base Rentals unless and until the Refunded Certificates have been paid in full.

Section 5.04. Amendment to Exhibits. The Exhibits A and B to the Indenture setting forth the Forms of the Certificates is hereby amended to include **Exhibit A** to this 2019 Supplemental Indenture.

ARTICLE VI

MISCELLANEOUS SUPPLEMENTAL PROVISIONS

Section 6.01. Trustee Acknowledgment. The Trustee hereby acknowledges that it has consented to the amendments to the Lease and the Indenture which are contained in the 2019 Lease Amendment, the 2019 Ground Lease Amendment, and the 2019 Supplemental Indenture, respectively. Such amendments have been entered into pursuant to Sections 9.01 and 9.03 of the Indenture.

Section 6.02. Undertakings to Provide Continuing Disclosure. Pursuant to Section 11.6 of the Lease, the City has undertaken to provide continuing disclosure for the benefit of the Owners of the 2019 Certificates pursuant to Section (b)(5)(i) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Trustee shall have no obligation to examine or review the Annual Financial Information and shall have no duty to verify the accuracy or completeness of the Annual Financial Information.

Notwithstanding any other provision of the Indenture, failure of the City to comply with Section 11.6 of the Lease shall not be considered an Event of Default and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. Section 11.6 of the Lease shall be enforceable only by specific performance, by any Owner of the 2019 Certificates as further described in Section 11.6 of the Lease. However, the Trustee shall have no power or duty to enforce the obligations of the City under Section 11.6 of the Lease.

Section 6.03. Pledge of Revenues. The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the 2019 Certificates as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and the Indenture. The revenues pledged for the payment of the 2019 Certificates, as received by or otherwise credited to the Lessor or the Trustee, shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act. The lien of such pledge on the revenues pledged for payment of the 2019 Certificates and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Lessor or the Trustee. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract or otherwise against the Lessor or the Trustee irrespective of whether such persons have notice of such liens.

Section 6.04. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of Directors of the Lessor, or any officer or agent of the Lessor acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2019 Certificates. Such recourse shall not be available either directly or indirectly through the Board of Directors of the Lessor or the Lessor, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2019 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

Section 6.05. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this 2019 Supplemental Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 6.06. Severability. In the event any provision of this 2019 Supplemental Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.07. Governing Law. This 2019 Supplemental Indenture shall be governed and construed in accordance with the law of the State of Colorado.

Section 6.08. Execution in Counterparts. This 2019 Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee has caused this 2019 Supplemental Indenture to be executed all as of the date first above written.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Trustee

Title: Vice President, Zions Bank Division

EXHIBIT A
FORM OF CERTIFICATES
(Form of 2019 Certificate)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**REFUNDING CERTIFICATE OF PARTICIPATION,
SERIES 2019**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under
a Lease Purchase Agreement dated as of December 1, 2010, as amended
between Zions Bancorporation, National Association, solely in its capacity as
trustee under the Indenture, as lessor, and
CITY OF GRAND JUNCTION, COLORADO, as lessee**

No. R-_____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%	December 1, 20__	May [___], 2019	

Registered Owner: CEDE & CO.

Principal Amount: THOUSAND DOLLARS

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, together with all other Refunding Certificates of Participation, Series 2019, in the original aggregate principal amount of \$[_____] (the "2019 Certificates"), is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Lease Purchase Agreement, dated as of December 1, 2010, as amended by the First Amendment to Lease Purchase Agreement dated as of May [___], 2019 (as amended, the "Lease"), between Zions Bancorporation, National Association, as trustee (the "Trustee"), as

lessor, and the City of Grand Junction, Colorado (the “City”), as lessee, and the Indenture of Trust, dated as of December 1, 2010, as supplemented by the First Supplement to Indenture of Trust dated as of May [], 2019 (as so supplemented, the “Indenture”), by the Trustee. All terms capitalized but not defined herein shall have the meanings given to them in the Indenture.

Under the Ground Lease, certain Leased Property described therein (the “Leased Property”) has been leased by the City, as lessor, to the Trustee, as lessee. Under the Lease, the Leased Property has been leased back by the Trustee, as lessor, to the City, as lessee, and the City has agreed to pay directly to the Trustee Base Rentals in consideration of the City’s right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the 2019 Certificates and interest thereon. The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the City.

This 2019 Certificate has been executed and delivered pursuant to the terms of the Indenture. Reference is hereby made to the Ground Lease, the Lease and the Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the 2019 Certificates are delivered, and the rights thereunder of the Owners of the 2019 Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Ground Lease and the Lease, to all of the provisions of which Ground Lease, Lease and Indenture the Owner of this 2019 Certificate, by acceptance hereof, assents and agrees.

Additional Certificates may be executed and delivered pursuant to the Indenture without consent of or notice to the owners of the 2019 Certificates and upon the satisfaction of certain conditions and limitations. Such Additional Certificates, together with the 2019 Certificates, are referred to herein as the “Certificates.” Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals, without preference, priority or distinction of any Certificates, including the 2019 Certificates, over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the Trustee with the written consent of the Owners of a majority in aggregate principal amount of the Certificates outstanding, and may be amended without such consent under certain circumstances described in the Indenture but in no event such that the interests of the Owners of the Certificates are materially adversely affected, provided that no such amendment is to impair the right of any Owner to receive in any case such Owner’s proportionate share of any payment of Revenues in accordance with the terms of such Owner’s Certificate.

THE OWNER OF THIS 2019 CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). The interest hereon is payable at the interest rate from the Dated Date (specified above) on June 1, 20[], and semiannually thereafter on December 1 and June 1 in each year (the “Interest Payment Dates”) and thereafter (A) from the Execution Date (specified below), if this 2019 Certificate is executed on an Interest Payment Date or (B) from the last preceding

Interest Payment Date to which interest has been paid in all other cases, until the Principal Amount is paid as set forth herein. Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THIS 2019 CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE TRUSTEE PURSUANT TO THE LEASE AND OTHER REVENUES AS DEFINED IN THE INDENTURE. NEITHER THE LEASE, THIS 2019 CERTIFICATE, THE CERTIFICATES, INCLUDING THE 2010B CERTIFICATES, OR THE OBLIGATION OF THE CITY TO PAY BASE RENTALS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. NEITHER THE LEASE NOR THE CERTIFICATES, INCLUDING THE 2019 CERTIFICATES, HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR.

As long as Cede & Co., as the nominee for The Depository Trust Company, New York, New York ("DTC") is the Owner hereof, the Principal Amount or redemption price hereof and interest hereon are payable by wire transfer as directed by DTC in writing to the Trustee. If not executed and delivered in book-entry form, the Principal Amount or redemption price hereof and interest hereon are payable by check or draft mailed to the Owner at its address last appearing on the registration books maintained by the Trustee or, in the case of Owners of \$1,000,000 or more in aggregate principal amount of the 2019 Certificates, by wire transfer of funds to a bank account designated by the Owner in written instructions furnished to the Trustee.

Interest hereon is payable to the Owner, as shown on the registration books kept by the Trustee as of the close of business on the "regular record date," which is the 15th day of the calendar month immediately preceding the month of the Interest Payment Date (or the Business Day immediately preceding such 15th day, if such 15th day is not a Business Day) or on a "special record date" established in accordance with the Indenture. The Trustee may treat the Owner of this 2019 Certificates appearing on the registration books maintained by the Trustee as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Amount or redemption price hereof and interest hereon are payable in lawful money of the United States of America.

This 2019 Certificate is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, on the registration books kept at the corporate trust office of the Trustee. Upon such transfer, a new fully registered 2019 Certificate of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange for this 2019 Certificate, all upon payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee may deem and treat the person in whose name this 2019 Certificate is registered as the absolute owner hereof, whether or not this 2019 Certificate shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Redemption Provisions.

Optional Redemption. The 2019 Certificates maturing on and after December 1, 20[] may be called for redemption on December 1, 20[], or any date thereafter at the option of the City, in whole or in part in Authorized Denominations in such order of maturity as directed by the City, and by lot within a maturity in such manner as the Trustee shall determine (giving proportionate weight to 2019 Certificates in Authorized Denominations larger than \$5,000), for a redemption price equal to 100% of the principal amount so redeemed plus accrued interest to the redemption date..

Extraordinary Mandatory Redemption. If the Lease is terminated by reason of the occurrence of (a) an Event of Nonappropriation, or (b) an Event of Lease Default, or (c) the Trustee, at the direction of the City, fails to repair or replace the Leased Property if: (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty; (2) title to, or the temporary or permanent use of, the Leased Property, or any portion thereof, has been taken by eminent domain by any governmental body; (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent; or (4) title to or the use of all or any portion of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds (as defined in the Lease) of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, are insufficient to pay in full, the cost of repairing or replacing the Leased Property and the City does not appropriate sufficient funds for such purpose or cause the Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to the Indenture for such purpose, the Certificates, including the 2019 Certificates, are required to be called for redemption. If called for redemption, as described herein, the Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under the Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates Outstanding, and upon indemnification as to costs and expenses as provided in the Indenture, without any further demand or notice, is to exercise all or any combination of Lease Remedies as provided in the Lease and the Certificates are to be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are to be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys are to be paid to the City as an

overpayment of the Purchase Option Price in respect of the Leased Property. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee is entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys.

IF THE CERTIFICATES, INCLUDING THE 2019 CERTIFICATES, ARE REDEEMED FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT IS DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES, INCLUDING THE 2019 CERTIFICATES, SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Partial Redemption. The Certificates shall be prepaid only in integral multiples of \$5,000. The Trustee shall treat any Certificate of denomination greater than \$5,000 as representing that number of separate Certificates each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Trustee shall execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Certificates so surrendered.

Notice of Redemption. Whenever Certificates are to be redeemed under any provision of the Indenture, the Trustee shall, not less than thirty (30) and not more than sixty (60) days prior to the redemption date (except for any Extraordinary Mandatory Redemption, which notice shall be immediate), mail notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid, or in the event that the Certificates to be redeemed are registered in the name of the Depository, such notice may, in the alternative, be given by electronic means in accordance with the requirements of the Depository. In addition, the Trustee shall at all reasonable times make available to the City and any Certificate Owner, including the Depository, if applicable, information as to Certificates which have been redeemed or called for redemption. Any notice of redemption shall: (a) identify the Certificates to be redeemed; (b) specify the redemption date and the redemption price; (c) (in the event of any optional redemption) state that the City has given notice of its intent to exercise its option to purchase or prepay Base Rentals under the Lease; (d) state that such redemption is subject to the deposit of the funds related to such option by the City on or before the stated redemption date; and (e) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Trustee and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established pursuant to this Indenture.

This 2019 Certificate is issued under the authority of Part 2 of Article 57, Title 11, Colorado Revised Statutes (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of this 2019 Certificate after its delivery for value.

This 2019 Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction. This 209 Certificate is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling.

This 2019 Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture, until executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and the statutes of the State and the Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this 2019 Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this 2019 Certificate has been executed with the manual signature of an authorized representative of the Trustee.

Execution Date: [____], 2019.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President, Zions Bank Division

(End of Form of 2019 Certificate)

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Signature(s) must be guaranteed by a member of the
Medallion Signature Program

Address of Transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

(Form of Prepayment Panel)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Certificate have been prepaid in accordance with the terms of the Indenture authorizing the issuance of this Certificate.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

(End of Form of Prepayment Panel)

(Form of Statement of Insurance)

STATEMENT OF INSURANCE

[to be provided if insurance is obtained]

(End of Form of Statement of Insurance)

EXHIBIT B

FORM OF COSTS OF EXECUTION AND DELIVERY REQUISITION

REQUISITION NO. _____

To: Zions Bancorporation, National Association, as Trustee
Attention: Corporate Trust Department

The undersigned City Representative (the "City Representative") of the City of Grand Junction, Colorado (the "City"), as the lessee's representative under the Lease Purchase Agreement, dated as of December 1, 2010, as amended (the "Lease"), between Zions Bancorporation, National Association (formerly Zions First National Bank), as trustee, as lessor, and the City, as lessee, hereby requisitions the following sum from the 2019 Costs of Execution and Delivery Fund established under the First Supplement to Indenture of Trust, dated as of May [], 2019 (the "First Supplement"), entered into by you, as Trustee, and in connection with such request, certifies as follows:

Amount: \$ _____

Name and Address of Payee:

Describe Nature of Obligation:

The City Representative further certifies that:

(a) the obligation described above has been properly incurred, is a proper charge against the applicable Costs of Execution and Delivery Fund and has not been the basis of any previous withdrawal or requisition;

(b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied; and

(c) the disbursement requested is due and payable and will be used for the "Costs of the Execution and Delivery" permitted under the Lease and the Indenture;

CITY OF GRAND JUNCTION, COLORADO

Date: _____ By: _____
City Representative

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING CERTIFICATES OF PARTICIPATION; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A GROUND LEASE AND LEASE PURCHASE AGREEMENT AND APPROVAL OF CERTAIN OTHER DOCUMENTS AND MATTERS RELATED THERETO; AND AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY THERETO.

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

Section 1. Recitals:

(A) The City of Grand Junction, Colorado (the “City”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the “Charter”).

(B) Members of the City Council of the City (the “City Council”) have been duly elected or appointed and qualified.

(C) The City has the power, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City.

(D) Pursuant to such authority, and in order to construct certain public improvements of the City (the “2010 Project” as further described below), the City previously entered into a Ground and Improvement Lease Agreement, dated as of December 1, 2010, pursuant to which the City leased to Zions Bancorporation, National Association (formerly known as Zions First National Bank) (the “Trustee”), acting solely in its capacity as trustee under an Indenture of Trust as hereafter described (the “2010 Ground Lease”), certain real property owned by the City (“Parcel I” and “Parcel II” or, collectively, the “Leased Property”), which Leased Property was leased back to the City by the Trustee pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2010 (the “2010 Lease”).

(E) Parcel II has amortized under the terms of the 2010 Lease, and shall be released from the terms of the 2010 Lease such that the Leased Property shall consist solely of Parcel I (the Police Facility); and

(F) The consideration received by the City pursuant to the 2010 Ground Lease was held by the Trustee under an Indenture of Trust, executed by the Trustee, and dated as of December 1, 2010 (the “2010 Indenture”) and used for the completion of the 2010 Project.

(G) Pursuant to the 2010 Indenture there were executed and delivered certain Tax-Exempt Certificates of Participation, Series 2010A, (the “2010A Certificates”), in the original principal amount of \$4,900,000, and Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B (the “2010B Certificates”) in the original principal amount of \$30,000,000, each dated as of December 1, 2010.

(H) Proceeds of the 2010A Certificates and the 2010B Certificates were utilized to finance the construction of a new police facility and a new fire station within the City (the “2010 Project”).

(I) The 2010A Certificates are no longer outstanding under the terms of the 2010 Indenture, and the 2010B Certificates are currently outstanding in the aggregate principal amount of \$30,000,000.

(J) Pursuant to Section 2.08 of the 2010 Indenture, under certain conditions Additional Certificates may be executed and delivered under the terms of the 2010 Indenture for the purpose of, among other things, refunding or refinancing all or any portion of the 2010A Certificates or 2010B Certificates.

(K) Pursuant to Section 9.01 and 9.02 of the 2010 Indenture, the 2010 Indenture, the 2010 Ground Lease and the 2010 Lease may be amended, without the consent or notice to the Owners (as defined in the 2010 Indenture), to authorize the execution and delivery of Additional Certificates for the purposes and under the conditions set forth in Section 2.08 of the 2010 Indenture.

(L) The Council has determined, and now hereby determines, that it is in the best interest of the City and its inhabitants to amend the 2010 Indenture (the “First Supplement” or, together with the 2010 Indenture, the “Indenture”), the 2010 Lease (the “First Lease Amendment” or, together with the 2010 Lease, the “Lease”) and the 2010 Ground Lease (the “First Ground Lease Amendment” or, together with the 2010 Ground Lease, the “Ground Lease”) to (i) reflect the release of Parcel II from the 2010 Leased Property pursuant to Section 12.4 of the 2010 Lease and (ii) and to authorize the execution and delivery of certain Refunding Certificates of Participation, Series 2019 (the “2019 Certificates”), the proceeds of which shall be used to refund and discharge that portion of the 2010B Certificates as set forth in a sale certificate (the “Refunding Project”).

(M) Parcel I of the 2010 Leased Property will remain subject to the 2010 Lease, 2010 Ground Lease and 2010 Indenture, as each are amended (the “Leased Property”).

(N) Pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property.

(O) The City’s obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the

City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect.

(P) The Trustee will execute and deliver the First Supplement, pursuant to which there is expected to be executed and delivered the 2019 Certificates, dated as of their date of delivery, that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

(Q) The net proceeds of the 2019 Certificates are expected to be used to provide funds in an amount sufficient to affect the Refunding Project.

(R) There has been presented to the Council and are on file at the City offices the following: (i) the proposed form of the First Ground Lease Amendment; (ii) the proposed form of the First Lease Amendment; (iii) the proposed form of the Continuing Disclosure Certificate to be provided by the City (the "Disclosure Certificate"); (iv) a form of Preliminary Official Statement (the "Preliminary Official Statement"); and (v) the Escrow Agreement.

(S) Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

(T) Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

(U) No member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this ordinance.

Section 2. Short Title.

This ordinance shall be known and may be cited by the short title "2019 COP Refunding Ordinance."

Section 3. Ratification and Approval of Prior Actions:

All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Ground Lease, the Lease, the implementation of the Refunding Project, the execution and delivery of the First Ground Lease Amendment, the First Lease Amendment, and the execution and delivery of the 2019 Certificates is hereby ratified, approved and confirmed.

Section 4. Finding of Best Interests:

The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State of Colorado and the Charter, that the Refunding Project under the terms and provisions set forth in the First Ground Lease Amendment and the First Lease Amendment and the First Supplement is necessary, convenient and in furtherance of the City's purposes and is in the best interests of the inhabitants of the City and the City Council hereby authorizes and approves the same.

Section 5. Supplemental Act; Parameters:

The Council hereby elects to apply all of the Supplemental Act to the First Ground Lease Amendment and the First Lease Amendment and in connection therewith delegates to each of the President of the City Council (the "President"), the City Manager of the City (the "City Manager") or the Finance Director of the City (the "Finance Director") the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, in relation to the First Ground Lease Amendment and the First Lease Amendment, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Ground Lease, the rental amount to be paid by the Trustee pursuant to the Ground Lease, the term of the Lease and the rental amount to be paid by the City pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Ground Lease Term shall not extend beyond December 31, 2050;
- (b) the Lease Term shall not extend beyond December 31, 2040;
- (c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed \$32,000,000;
- (d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$2,500,000;
- (e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$50,000,000;
- (f) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2019 Certificates shall not exceed 5.00%; and
- (g) the net present value savings to the City as a result of the Refunding Project shall be at least 3% of the refunded principal amount.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to each of the President, the City Manager or the Finance Director the independent authority to acknowledge a contract for the purchase of the 2019 Certificates between the Trustee and the Underwriter (as defined in the Indenture). In addition, each of the President, the City Manager or the Finance Director are hereby independently authorized to determine whether a reserve fund shall be funded for the 2019 Certificates, and if obtaining an insurance policy or a reserve fund

insurance policy for all or a portion of the 2019 Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the President, the City Manager or the Finance Director are also hereby independently authorized to determine if obtaining a reserve fund insurance policy for the 2019 Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The Council hereby agrees and acknowledges that the proceeds of the 2019 Certificates will be used to finance the costs of the Refunding Project and to pay other costs of issuance.

The City hereby consents to and acknowledges the execution and delivery of the First Supplement by the Trustee and the use of the proceeds of the 2019 Certificates to affect the Refunding Project.

Section 6. Approval of Documents:

The First Supplement, the First Ground Lease Amendment, the First Lease Amendment, the Disclosure Certificate and the Escrow Agreement, in substantially the forms presented to the Council and on file with the City, are in all respects approved, authorized and confirmed, and the President of the City Council is hereby authorized and directed for and on behalf of the City to execute and deliver the First Supplement, the First Ground Lease Amendment, the First Lease Amendment, the Disclosure Certificate and the Escrow Agreement in substantially the forms and with substantially the same contents as presented to the Council, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this ordinance.

Section 7. Approval of Official Statement:

A preliminary and final Official Statement, in substantially the form on file with the City, with such changes, updates and modifications as hereafter directed and approved by authorized officers of the City, is in all respects approved and authorized. The President is hereby authorized and directed, for and on behalf of the City, to execute and deliver the final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement, with such changes as may be approved by the Finance Director. The distribution by the purchaser of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the 2019 Certificates is hereby ratified, approved and authorized.

Section 8. Authorization to Execute Collateral Documents:

The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this ordinance and to place the seal of the City on any document authorized and approved by this ordinance. The President and City Clerk and other appropriate officials or employees of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates,

documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this ordinance, and are specifically authorized and directed hereby to invest such funds in Permitted Investments as are defined and provided in the Indenture. The execution of any instrument by the aforementioned officers or members of the City Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

Section 9. No General Obligation Debt:

No provision of this ordinance, the Ground Lease, the Lease, the Indenture, the 2019 Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or home rule charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2019 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2019 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Ground Lease, the Lease or the 2019 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2019 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 10. Reasonableness of Rentals:

The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 5 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Ground Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Ground Lease as provided therein.

Section 11. Exercise of Option; Direction to Trustee:

In order to affect the Refunding Project, the City Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem certain of the outstanding 2010B Certificates set forth in the Sale Certificate (the "Refunded Certificates") on the earliest applicable redemption date. The City hereby irrevocably instructs the Trustee to give notice of refunding and defeasance to the Owners of the Refunded Certificates as soon as practicable after the execution and delivery of the 2019 Certificates, in accordance with the provisions of the Indenture and the Escrow Agreement between the Authority and the Trustee, as escrow agent.

Section 12. No Recourse against Officers and Agents:

Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2019 Certificates. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2019 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

Section 13. Repealer:

All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed. All rules of the City Council, if any, which might prevent the final passage and adoption of this ordinance as an emergency measure at this meeting of the City Council be, and the same hereby are, suspended.

Section 14. Severability:

If any section, subsection, paragraph, clause or provision of this ordinance or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals by the City during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the City during the Lease Term and provisions for the conveyance of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance or such documents, the intent being that the same are severable.

Section 15. Charter Controls:

Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby

superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 16. Effective Date, Recording and Authentication:

 This ordinance shall be in full force and effect 30 days after its final passage and final publication pursuant to Section 136 of Article XVI of the Charter.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 17th DAY OF APRIL, 2019.

CITY OF GRAND JUNCTION, COLORADO

President of the City Council

(SEAL)

ATTEST:

City Clerk

PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 1st DAY OF MAY, 2019.

CITY OF GRAND JUNCTION, COLORADO

President of the City Council

(SEAL)

ATTEST:

City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)

I, Wanda Winkelmann, the duly elected, qualified and acting City Clerk of the City of Grand Junction, Colorado (the “City”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading, and ordered published in pamphlet form by the City Council (the “Council”) of the City at a regular meeting of the Council held at the City Hall on April 17, 2019, and was duly adopted on second reading and ordered published in pamphlet form by the Council at a regular meeting held on May 1, 2019, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The passage of the Ordinance on first reading on April 17, 2019, was duly moved and seconded and the Ordinance was approved by an affirmative vote of a majority of the members of the Council as follows:

Name	“Aye”	“Nay”	Absent	Abstain
Barbara Traylor Smith, President of the City Council				
Bennett Boeschstein, President Pro Tem				
Phyllis Norris				
Duke Wortmann				
Duncan McArthur				
Chris Kennedy				
Rick Taggart				

3. The passage of the Ordinance on second and final reading on May 1, 2019, was duly moved and seconded and the Ordinance was approved by an affirmative vote of a majority of the members of the Council as follows:

Name	“Aye”	“Nay”	Absent	Abstain
Barbara Traylor Smith, President of the City Council				
Bennett Boeschstein, President Pro Tem				
Phyllis Norris				
Duke Wortmann				
Duncan McArthur				
Chris Kennedy				
Rick Taggart				

4. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

5. The Ordinance has been signed by the President, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

6. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance as an emergency.

7. Notices of the meetings of April 17, 2019 and May 1, 2019, in the forms attached hereto as Exhibit A, were duly given to the Council members and were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

8. The ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on _____, 2019 and _____, 2019, as required by the Charter. The affidavits of publication are attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said City this ____ day of May, 2019.

(SEAL)

City Clerk

EXHIBIT A
(Attach Notices of Meetings)

EXHIBIT B

(Attach Affidavits of Publication)



Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: April 17, 2019

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

Introduction of an Ordinance Amending the Comprehensive Plan to Include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan and Set a Hearing for May 1, 2019

RECOMMENDATION:

The Planning Commission will make a recommendation at their meeting on April 23, 2019.

EXECUTIVE SUMMARY:

The Horizon Drive BID Trail Network Plan identifies a series of proposed multi-modal trail connections within the Horizon Drive corridor area to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The need for this sub-area plan was identified as an implementation strategy in the adopted 2018 Grand Junction Circulation Plan. Both the Horizon Drive BID and the Grand Junction Urban Trails Committee have reviewed and unanimously recommended approval of the trails plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Grand Junction Circulation Plan, adopted in 2018, supports a balanced, multi-modal approach to transportation planning, accommodating the safe and efficient movement of people and goods and providing for transportation options for all users. The Plan includes an Active Transportation Corridor Map and Complete Streets Policy, as well as strategies to implement the Plan. One of the strategies identified in the Plan

is to incorporate sub-area plans to provide more detailed network design and strategies. The Horizon Drive Business District is identified as a needed sub-area plan.

The Horizon Drive Business Improvement District (BID) contracted with the Colorado Center for Community Development to complete a study on the feasibility and alignment of multi-modal trails throughout the Horizon Drive corridor. The resulting document, Horizon Drive BID Trail Network Plan, identifies a series of proposed multi-modal trail connections to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The Plan also includes design recommendations and strategies for implementation.

The Plan depicts an overall trail network that includes the current plans for improvements to Horizon Drive, corridors shown on the adopted Active Transportation Map and new use-specific designated trails to benefit residents, employees and visitors to the Horizon Drive area. The proposed network utilizes both existing infrastructure and proposed improvements to create a series of loops and connections.

The Plan proposes four loops, including South West Loop, South East Loop, North West Loop and North East Loop. The proposed South West Loop is .92 miles utilizing sidewalks along Horizon Drive from G Road to I-70 and connecting to the drainageway along the east side of the Bookcliff Country Club golf course. Two plazas anchor the trail loop at either end. The drainageway trail serves the backsides of the businesses, providing an opportunity for outdoor seating areas, and includes nine rotating art installations.

The proposed North West Loops includes a series of sub-loops in the Crossroads Boulevard/Compass Drive area, for a total of over 7 miles. The loops are designed to serve different experiences and distances and have both hard and soft surface trails. Scattered along the various loops are workout stations that would include a bench, trash/recycling, lighting and equipment.

The proposed North East Loops includes approximately 5.5 miles of sub-loops between I-70 and the Airport entrance. The loops include eight resting areas organized to serve small gatherings for lunch and watching plane arrival/departure and will include trash/recycling and lighting.

The proposed South East Loop is 1.1 miles utilizing sidewalks along Horizon Drive between G Road and I-70, G Road and a future connection along the canal. It also includes the future additions that would connect the Partee Heights neighborhood. Play areas are proposed along the route to serve active use, adventure learning and outdoor experiences. Each area would have a bench, trash/recycling and lighting.

The Plan also includes design guidelines, recommended trail materials, construction

details, phasing strategy, cost estimates and potential funding sources. The Plan will be used by the City and Horizon Drive Business Improvement District to guide the development of the identified trail corridors as opportunities arise.

The Horizon Drive BID reviewed and recommended approval of this plan at a meeting held on September 19, 2018.

The Grand Junction Urban Trails Committee reviewed the proposed plan and recommended approval of the plan on October 9, 2018.

NOTIFICATION REQUIREMENTS

As required by § 21.02.080 (e) of the Zoning and Development Code, a Neighborhood Meeting was held on March 28, 2019. Approximately 20 citizens, along with the applicant and City staff, were in attendance. Generally, those in attendance were supportive of the plan.

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

The Zoning and Development Code provides that “The Comprehensive Plan shall include all neighborhood plans, corridor plans, area plans, the Grand Junction Circulation Plan, and all other elements adopted as a part of the Comprehensive Plan.” As such, the adoption of a new plan, such as this sub-area trails plans requires review and analysis as an amendment to the Comprehensive Plan pursuant to Section 21.02.130(c)(2) of the Grand Junction Zoning and Development Code. The City may amend the Comprehensive Plan and its component Grand Valley Circulation Plan if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and the following criteria for Plan Amendments are met:

(i) There was an error such that then-existing facts, projects, or trends that were reasonably foreseeable were not accounted for; or

The proposed amendment to the Circulation Plan is to add a more detailed, sub-area plan for the Horizon Drive area; therefore, Staff finds that there was not an error and that this criterion has not been met.

(ii) Subsequent events have invalidated the original premises and findings;

The Horizon Drive BID Trail Network Plan incorporates the Active Transportation Corridors identified in the adopted 2018 Circulation Plan and expands on that framework to provide an interconnected trail system that provides multiple levels of access and connection to local and regional amenities for residents, employees and visitors to the Horizon Drive area. Completion of the Horizon Trail Plan was anticipated with the Circulation Plan and identified as one of the implementation strategies.

The Horizon Drive BID Trail Network Plan supports and expands on the original premises of the Circulation Plan; therefore, Staff finds that this criterion has been met.

(iii) The character and/or condition of the area have changed enough that the amendment is acceptable;

The need for safe and efficient corridors for non-motorized travel, whether by choice or necessity, continues to grow. The Grand Valley 2040 Regional Transportation Plan identified the transportation mode share for non-motorized transportation options increasing by 2040. Further, an increasing number of visitors are looking for opportunities for walking and bicycling as a means of transportation and recreation and Horizon Drive contains over 70% of Grand Junction's lodging. Because the proposed plan addresses the increasing needs and expectations for active transportation options, Staff finds that this criterion has been met.

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

The Horizon Drive BID Trail Network Plan incorporates the Active Transportation Corridors identified in the adopted 2018 Circulation Plan and expands on that framework to provide an interconnected trail system that provides multiple levels of access and connection to local and regional amenities for residents, employees and visitors to the Horizon Drive area. The Plan supports many of the Grand Valley 2040 Regional Transportation Plan's principles and best practices including: enhancing sidewalks, bike, and multi-use trails, and maintaining an efficient and effective transportation system, thereby benefitting the overall community. Further, the Plan supports the Comprehensive Plan's vision for connectivity with a well-connected street network with multiple travel routes that diffuse traffic, which have been shown to reduce congestion, increase safety for drivers and pedestrians, and promote walking, biking, and transit use. Creating a plan that provides a roadmap for the community to achieve these significant and documented community benefits supports Staff's finding that this criterion has been met.

(v) The change will facilitate safe and efficient access for all modes of transportation; and

The proposed Circulation Plan establishes a plan to improve, develop or construct a network of active transportation corridors to accommodate safe and efficient pedestrian and bicycle movement, which supports many of the strategies and policies of the Circulation Plan. By providing a network of trails for non-motorized use, safety for all modes is increased. Therefore, Staff finds that this criterion has been met.

(vi) The change furthers the goals for circulation and interconnectivity.

The Horizon Drive BID Trail Network Plan identifies a series of proposed multi-modal trail connections to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The Plan proposes four loops, including South West Loop, South East Loop, North West Loop and North East Loop, providing opportunities for residents, employees and visitors to safely walk and bike throughout the Horizon Drive area. Staff, therefore, finds this criterion has been met.

The proposed Horizon Drive BID Trail Network Plan is consistent with the following vision, goals and policies of the Comprehensive Plan:

Guiding Principle 5. Balance Transportation: Accommodate all modes of transportation including air, transit, freight, auto, bike and pedestrian.

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 Neighborhoods Centers and other desired public attractions. The Plan will be integrated into the Regional Transportation Plan.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Grand Junction Circulation Plan, CPA-2019-110, a request to adopt the Horizon Drive BID Trail Network Plan, as part of the Grand Junction Circulation Plan the following findings of fact have been made:

1. The proposed amendments are consistent with the vision, goals and policies of the Comprehensive Plan.
2. The review criteria of Section 21.02.130(c)(2) of the Grand Junction Municipal Code have been met.

Therefore, Staff recommends approval.

FISCAL IMPACT:

This is a long-range planning document, therefore there is no direct fiscal impact.

SUGGESTED MOTION:

I move to Introduce an Ordinance Amending the Comprehensive Plan to Include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan and Set a Hearing for May 1, 2019.

Attachments

1. Neighborhood Meeting and comments
2. Horizon Dr Trail Plan Maps
3. Proposed Ordinance

Recap of Neighborhood Meeting Horizon Drive Master Trail Plan

On March 15, 2019 the attached Neighborhood Meeting Notice was mailed to 150 addresses obtained from the City of Grand Junction Planning Department. Two Notices were returned as "Unable to Forward." The neighborhood meeting was held on March 28, 2019 at the Clarion Inn at 755 Horizon Drive. We had a turnout of approximately 30 people. We did not have a sign-in sheet, but offered two comment forms. One asked specific questions and one just said, "Comments." Chris Endreson [Technical Assistance Coordinator, University Technical Assistance (UTA) Program] presented the Horizon Drive Master Trail Plan and answered questions.

A resident of the neighborhood east of Horizon Drive asked about the noise level from Interstate 70. This was not related to the trail plan, but we appreciate that this is a concern that should be looked into. Representatives of Bookcliff Country Club asked some questions about the idea of piping a portion of the drainageway. They also expressed their preference for the trail being located on the east side of the flow of water, primarily due to their concern about the safety of trail users. We discussed screening materials and other possible ways of deflecting errant golf balls.

The attendees I personally spoke to are:

Melissa Workmeister
Representative of the Bureau of Reclamation

Paul Nolen and Todd Simpson
Representatives of Bookcliff Country Club

Brandi Hendershot
Representative of Kenco (Taco Bell)

Cindi Lionberger
Representative of Neighborhood Watch Group
(Neighborhood behind businesses on the east side of Horizon Drive)

Bob Lionberger
719 Brassie Drive, Grand Junction

Ralph Bonser / Kathy Sisac
702 Niblic Drive, Grand Junction

Dr. Bill Merkel
Representative of W & D Merkel Family LLLP

David West, M.D.
Representative of Hope West
2754 Compass Drive

I attach all written comments received and letters of support for the Horizon Drive Master Trail Plan. Thank you for your time and attention.

Sincerely,



Vara Kusal
Executive Director

Enc.

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833
2764 Compass Drive, Suite 205 Grand Junction, CO 81506



Neighborhood Meeting Notice Letter

Mailing Date: March 15, 2019

Dear Property Owner:

This letter is intended to notify you that on **Thursday, March 28, 2019, starting at 5:30 p.m.**, a neighborhood meeting will be held to update you on the **Horizon Drive BID Trail Network** plan proposed to increase connectivity to popular destinations within the Grand Valley and encourage active transportation (walking, biking, etc.) throughout the Horizon Drive District.

This meeting will be held at the **Clarion Inn**, 755 Horizon Drive, Grand Junction, CO 81506. There will be directional signage to guide you to the meeting.

The neighborhood meeting is an opportunity for adjacent property owners to learn more about the proposed trail network, ask questions, and submit written statements to the City of Grand Junction staff (Kathy Portner) and the Horizon Drive District BID (Vara Kusal).

As a neighbor of the Horizon Drive District, you will be notified of public hearings, currently scheduled for Planning Commission on April 23rd and City Council on May 1st.

The list of property owners being notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of the Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

If you are not available to attend this meeting, you can provide written comment to the City of Grand Junction Planning Department to Kathy Portner at kathyp@gjcity.org or to Vara Kusal at Vara@HorizonDriveDistrict.com

We look forward to seeing you at this meeting.

Best regards,

Vara Kusal
Executive Director
Horizon Drive District BID

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833

2764 Compass Drive, Suite 205 Grand Junction, CO 81506

Comments and Feedback

Phase 1 Trail Segment – G Rd to I-70

Thank you for your participation and input on new trails and connectors throughout the Horizon drive Business Improvement Corridor. The design and graphics you see today are the recommendations suggested through a conceptual feasibility phase performed by Landscape Architecture students at the University of Colorado Denver through the University Technical Assistance Program.

Your feedback is important and will help shape the next phases ahead!

- ☐ Please provide comments regarding an improved pedestrian corridor along the drainageway from G Rd. to Doubletree:

- ☐ What advantages and disadvantages to this trail corridor do you see?

LIABILITY ISSUES BETWEEN GOLFERS & PEDESTRIANS.

- ☐ What features and amenities beyond those suggested could make this a unique and used space?

*LIGHTS
PATROLLED BY GJPD*

- ☐ Please provide comments on an integrated pedestrian trail system throughout the BID boundary area:

Please turn over...

Comments and Feedback

Phase 1 Trail Segment – G Rd to I-70

☐ General Comments about the Trail Network Concept:

How would PAINA "Ditch" On Southern End
NORTH AFFECT 100 YR. PAINA (FEED)?

Would CMU Be A Potential Contribution To
PROJECT?

Comments:

Sound barrier's

Engine brake restrictions

Thanks, Keep up the good work

Bob Lienberger

Name

email address

Comments:

PLEASE BUILD A BIKE/HIKE
ROUTE FROM HORIZON DR (NORTH)
TO 5th STREET BRIDGE. THERE
IS NO PRESENT, SAFE, WAY TO
AVOID 7th + 12th STREETS.

R_bonser@~~hotmail~~

Name**email address**

@hotmail.com

Comments:

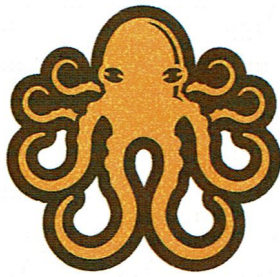
The section of trail from G Road to the Doubletree is great.
But the city should plan for a trail to 26 1/2 Road (7th Street) for
walkers + bikers. And G Road needs either fewer cars or
better roads and walkways and bike trails

David West, M.D.

dwest0@charter.net

Name

email address



Octopus Coffee

**759 Horizon Drive, Ste: F
Grand Junction, CO 81506**

**Horizon Drive Business Improvement District
Attn: Vara Kusal
2764 Compass Drive, Ste: 205
Grand Junction, CO 81506**

Dear Vara,

Since opening Octopus Coffee on Horizon Drive in 2015, one constant inquiry I receive from customers is, "Where can I get on a bike trail?" or "How do we get to a recreational trail?" Unfortunately, access to trails is difficult from the north end of town. Many visitors come to the Grand Valley to experience our amazing outdoor recreational opportunities. Most of the hotels in the valley are located in the Horizon Drive District. These visitors want to be able to jump on their bikes and go for a ride from the place they are staying. I have seen the Horizon Drive Master Trail Plan and would like to support this effort to make multi-use recreational trails easily accessible from the Horizon Drive area. Please continue the effort to make this a reality and feel free to use this letter from a local business owner in any way you see fit in that effort.

Best regards,

**Alexis Bauer
Octopus Coffee**

April 4, 2019

To whom it may concern at the Planning Commission and/or City Council:

As the Manager of a business on Horizon Drive, I have long felt that this area of Grand Junction would be better represented with some attention to the details that our guests and visitors notice when visiting our area. I would like to take a moment to show our full support to the Horizon Drive District for the Trails Master Plan for what I believe would be a very effective strategy for improvement.

Increased access for our guests, employees and residents to downtown via different trails would be a huge benefit for our organization. Connecting the West side of Horizon drive businesses by a trail system behind our organizations would also benefit all. Lastly, cleaning drainage-ways and makeshift campsites along Horizon Drive would enhance the appearance of the area which serves as the main artery into the Downtown area.

Thank you for your consideration.

Doug Russo *General Manager*

Direct (970) 257 8101 Hotel (970) 241 8888| Fax (970) 245 8198

DoubleTree by Hilton Grand Junction

743 Horizon Drive, Grand Junction, CO 81506

4/5/2019

To whom it may concern at the Planning Commission and/or City Council:

As the Manager of the Alpine Bank on Horizon Drive, I would like to show my support to the Horizon Drive District for the Trails Master Plan for what I believe would be an effective strategy for improvement to the area. Increased access for our travelers, employees and residents to downtown via different trails would be a huge benefit to our community. Connecting the West side of Horizon drive businesses by a trail system behind our organizations would also benefit all. Lastly, cleaning drainage-ways and makeshift campsites along Horizon Drive would enhance the appearance of the area which serves as the main artery into the Downtown area.

Should you have any questions or need additional information please feel free to contact me at 970-254-2754 or through email at trevorjohnson@alpinebank.com

Sincerely,

Trevor Johnson
Executive Vice President/Branch Manager

Horizon Drive Business Improvement District



0 0.3 0.6
mi

Date: 4/12/2019

1 inch = 752 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Adopted Active Transportation Corridor Map



0 0.3 0.6
mi

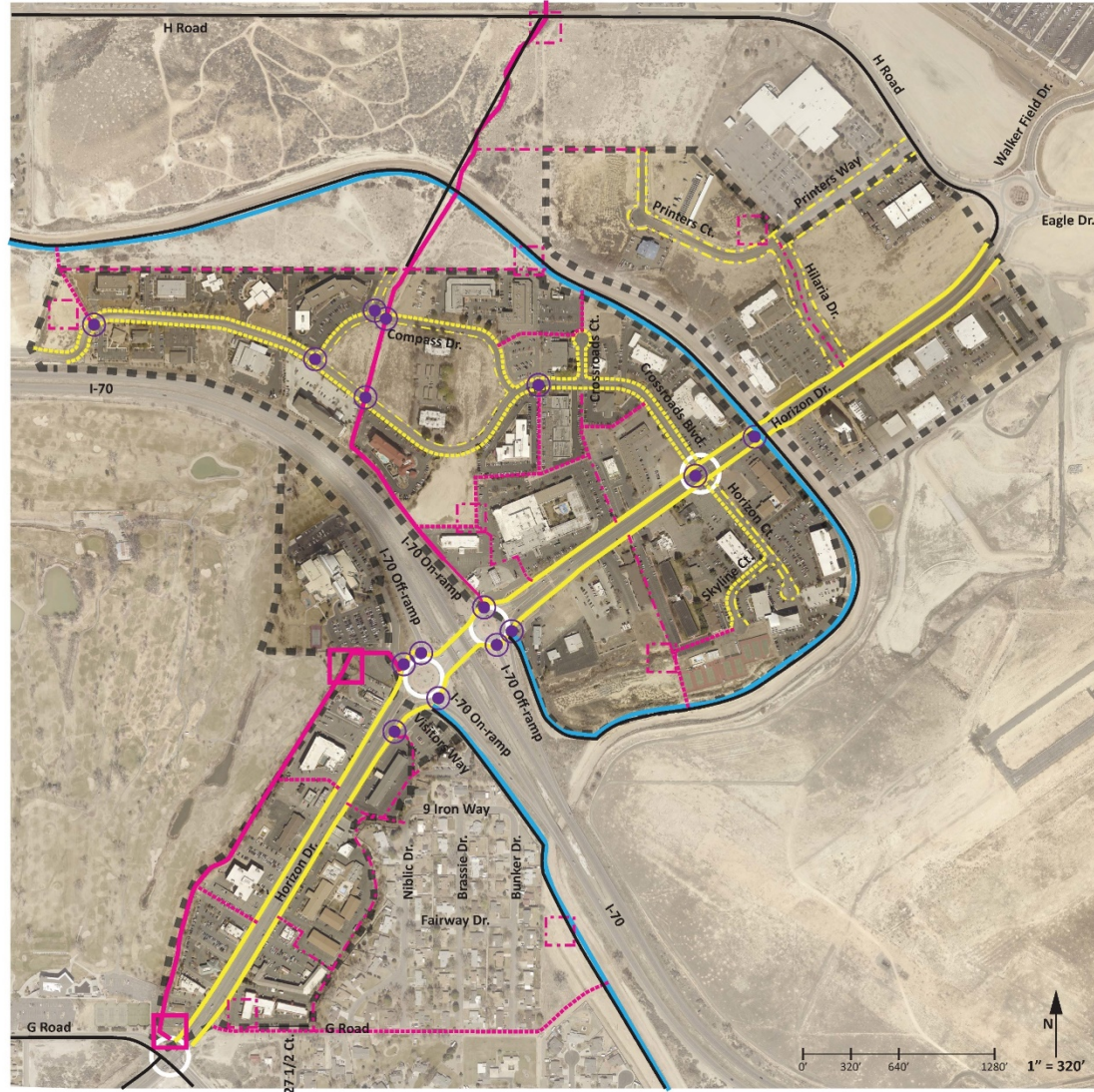
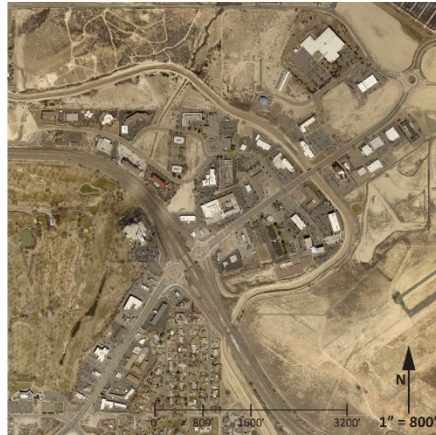
Date: 4/12/2019

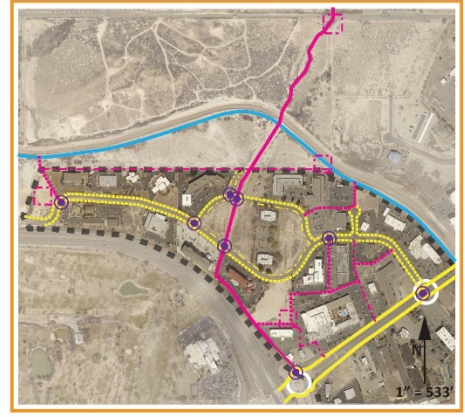
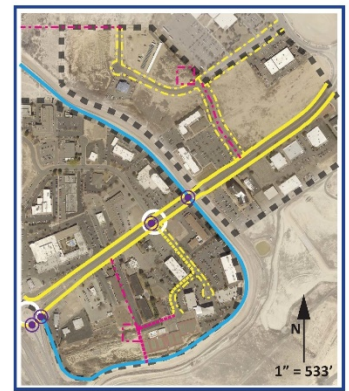
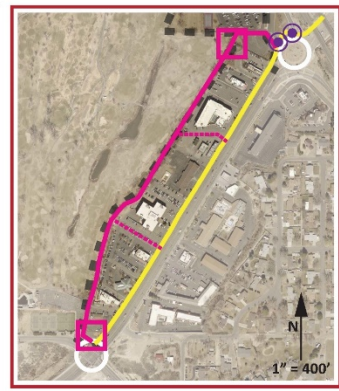
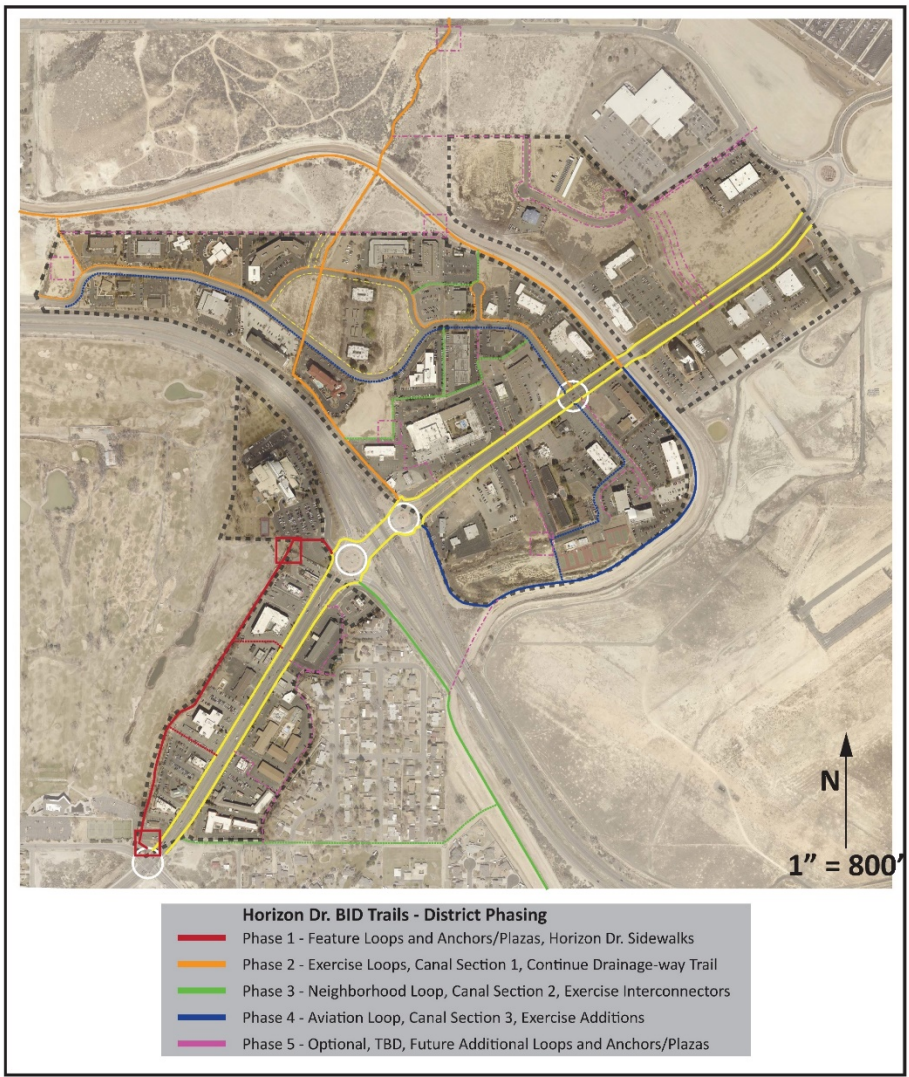
1 inch = 752 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEMS

Horizon Dr. BID Trails Master Plan

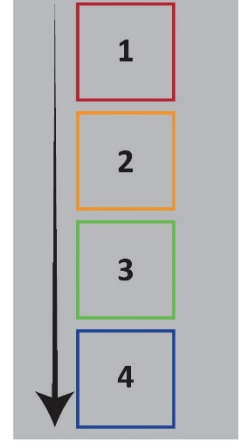
The overall trail network includes current plans on Horizon Dr., proposed city trail developments, and new use-specific designated trails focused to benefit the workers and users in the Horizon Dr. BID. The trails are designated as per each use, and continual development. The canal trail is assumed to be developed, and is an integral part of the trail network. Where the proposed trail network uses the canal trail, full use of each loop is contingent upon the canal trail completion. Included in this master plan are proposed future additions to the BID district trail network. Should the BID move forward with such development, further trail consideration is required to ensure proper feasibility with conditions. Scales approximate.



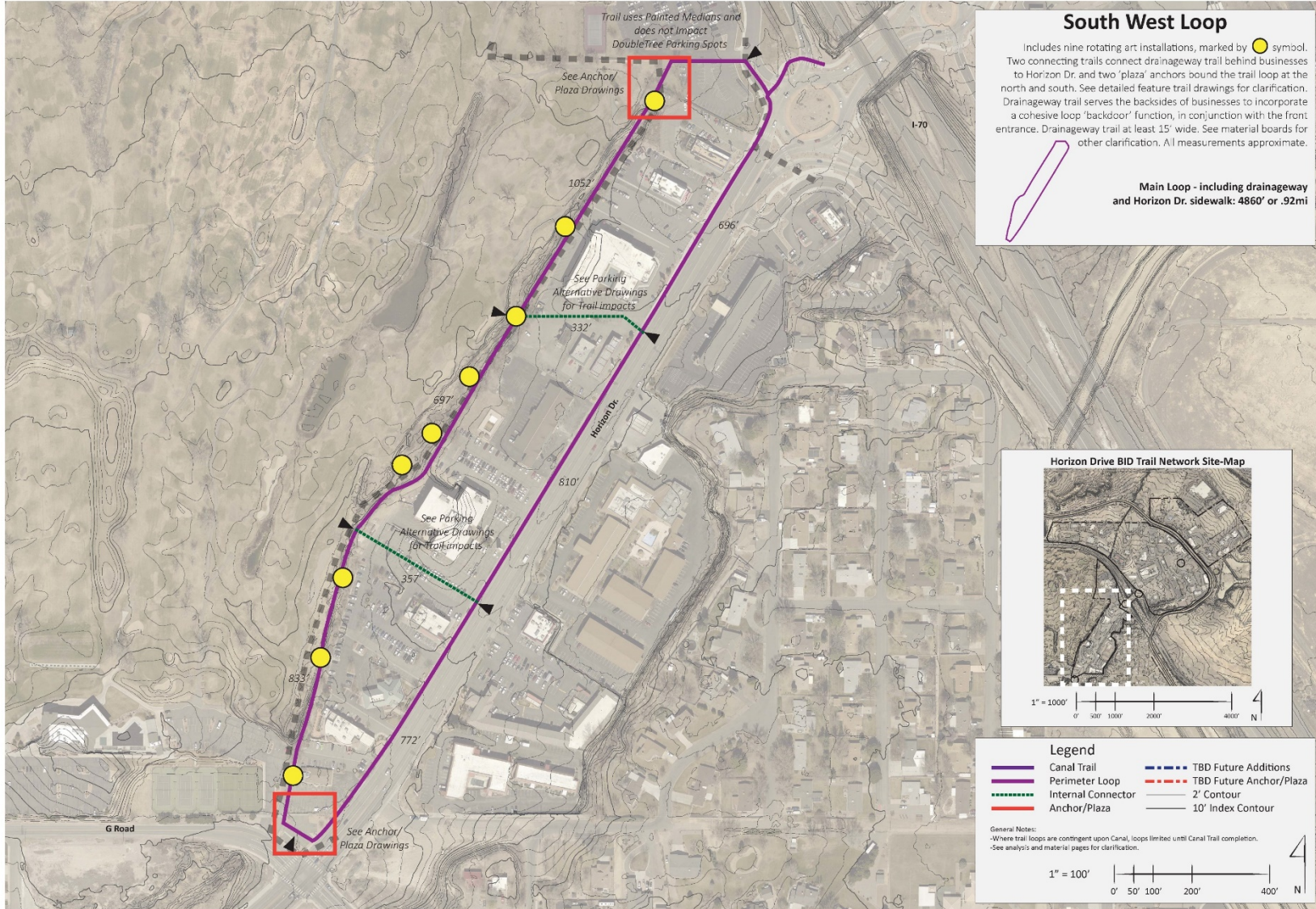


Generally, if considering I-70 and Horizon Dr. as a datum:

- Phasing begins with construction of the south west feature trail loop.
- The next phase considers the north west trail loops, serving the businesses, workers, and patrons to the north-west section of the BID.
- The third phase is the construction of the north east trail loops, similar in service to the north-west users.
- Last is the south east neighborhood loop, connecting the residents and canal users into the completed BID trail network.



**General Horizon Dr.
Trail Area Phasing**



South West Loop

Includes nine rotating art installations, marked by symbol. Two connecting trails connect drainageway trail behind businesses to Horizon Dr. and two 'plaza' anchors bound the trail loop at the north and south. See detailed feature trail drawings for clarification. Drainageway trail serves the backside of businesses to incorporate a cohesive loop 'backdoor' function, in conjunction with the front entrance. Drainageway trail at least 15' wide. See material boards for other clarification. All measurements approximate.

Main Loop - including drainageway and Horizon Dr. sidewalk: 4860' or .92mi

Horizon Drive BID Trail Network Site-Map



Legend

- Canal Trail
- Perimeter Loop
- Internal Connector
- Anchor/Plaza
- TBD Future Additions
- TBD Future Anchor/Plaza
- 2' Contour
- 10' Index Contour

General Notes:
-Where trail loops are contingent upon Canal, loops limited until Canal Trail completion.
-See analysis and material pages for clarification.



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
TO INCLUDE THE HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT TRAIL
NETWORK PLAN AS A PART OF THE GRAND JUNCTION CIRCULATION PLAN**

Recitals:

The Horizon Drive BID Trail Network Plan identifies a series of proposed multi-modal trail connections within the Horizon Drive corridor area to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The need for this sub-area plan was identified as an implementation strategy in the adopted 2018 Grand Junction Circulation Plan.

The Planning Commission reviewed and considered the Horizon Drive Business Improvement District Trail Network Plan in a public hearing on April 23, 2019, found and determined that it satisfies the criteria of Section 21.02.130(c)(2) of the Zoning and Development Code and is consistent with the purpose and intent of the Comprehensive Plan, and recommended adoption of the Plan.

The City Council has reviewed and considered the Horizon Drive Business Improvement District Trail Network Plan and determined that it satisfied the criteria of Section 21.02.130(c)(2) of the Zoning and Development Code and is consistent with the purpose and intent of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE COMPREHENSIVE PLAN IS HEREBY AMENDED TO INCLUDE THE HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT TRAIL NETWORK PLAN AS A PART OF THE GRAND JUNCTION CIRCULATION PLAN, AS DEPICTED IN ATTACHMENT A.

Introduced for first reading on this 17th day of April, 2019

PASSED on this ____ day of ____, 2019.

ATTEST:

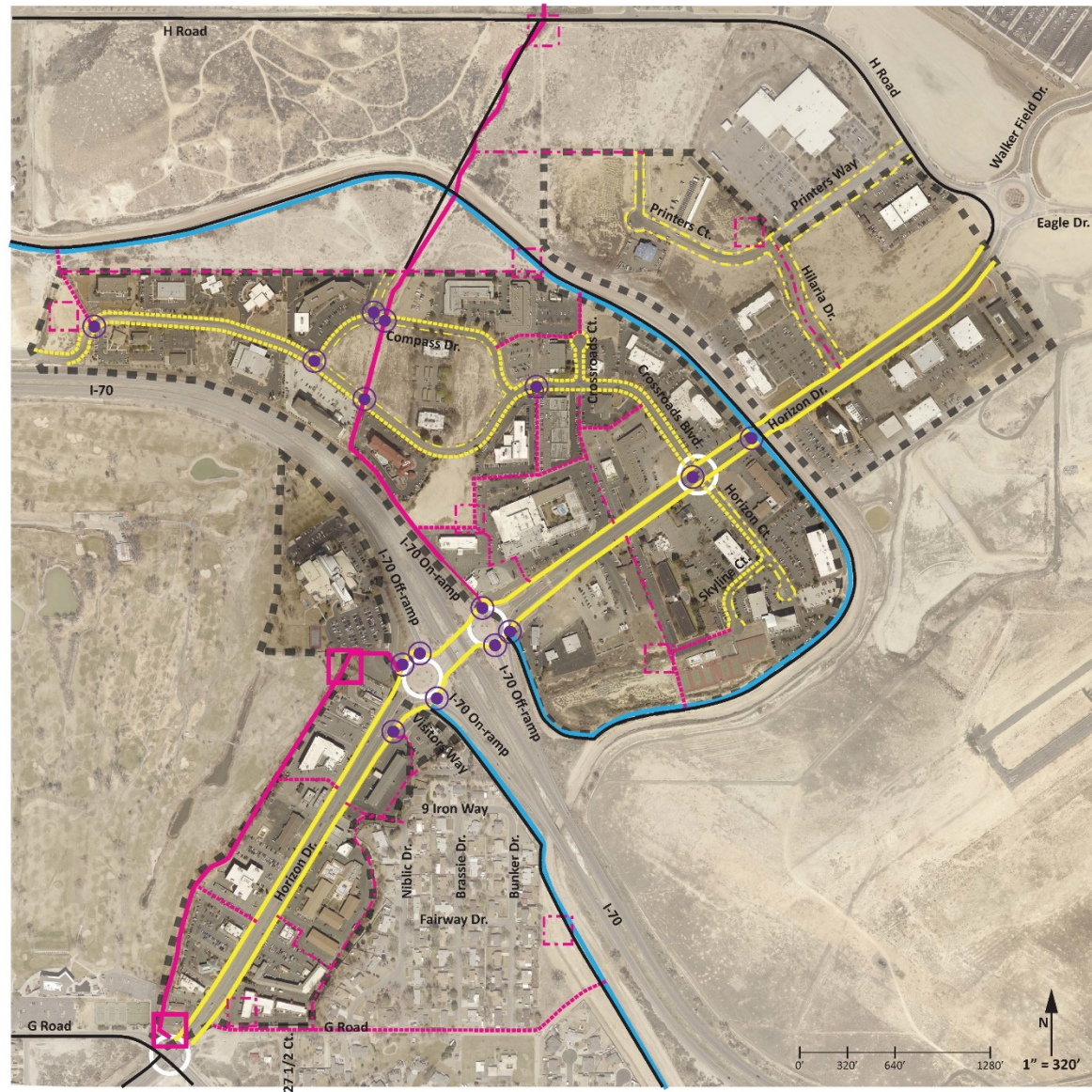
City Clerk

President of Council

Attachment A

Horizon Dr. BID Trails Master Plan

The overall trail network includes current plans on Horizon Dr., proposed city trail developments, and new use-specific designated trails focused to benefit the workers and users in the Horizon Dr. BID. The trails are designated as per each use, and continual development. The canal trail is assumed to be developed, and is an integral part of the trail network. Where the proposed trail network uses the canal trail, full use of each loop is contingent upon the canal trail completion. Included in this master plan are proposed future additions to the BID district trail network. Should the BID move forward with such development, further trail consideration is required to ensure proper feasibility with conditions. Scales approximate.





Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: April 17, 2019

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning the Maverick Estates Annexation R-4 (Residential - 4 du/ac), Located at 2428 H Road and Set a Public Hearing for May 1, 2019

RECOMMENDATION:

The Planning Commission heard this item at their March 26, 2019 meeting and recommended approval (5 - 2).

EXECUTIVE SUMMARY:

The Applicant, GJ Maverick Investments LLC, is requesting a zone of annexation to R-4 (Residential – 4 du/ac) for the Maverick Estates Annexation. The approximately 17.38-acre parcel is located on the north side of H Road, between 24 and 24 ½ Roads. The property is currently vacant but was once the location of a sod farm. The property has a Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac) and the requested R-4 zoning is consistent with this Comprehensive Plan designation.

The Applicant is requesting annexation into the City limits per the Persigo Agreement between Mesa County and the City of Grand Junction in order to develop a residential subdivision in the near future. The request for annexation will be considered separately by the City Council.

BACKGROUND OR DETAILED INFORMATION:

The Applicant, GJ Maverick Investments LLC, has requested annexation of land into the City limits, located at 2428 H Road, in anticipation of future residential

development. The property is approximately 17.38-acres in size. The Applicant is requesting a zone of annexation to R-4 (Residential – 4 du/ac).

The surrounding area is largely undeveloped or under-developed consisting of larger acreage in a relatively rural setting. The property is currently in the County and retains a County zoning of AFT (Agricultural, Forestry, Transitional) and surrounding properties are also zoned AFT and RSF-E (Residential Single Family – Estate) in the County. Adjacent properties range in size from 1.41 acres to 20.7 acres that contain single-family detached homes. The subject property has a Future Land Use designation of Residential Medium Low (2 – 4 du/ac).

This property was annexed into the Persigo 201 Sewer Service Area Boundary by the Persigo Board (Mesa County Commissioner's and City Council) in August, 2018 after petition by the Applicant so that the potential subdivision development would be able to connect to City sewer. Nearest sewer availability to this property would be at the intersection of 24 and H Roads. Connection to sanitary sewer would be the responsibility of the potential developer.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed annexation, zoning and potential subdivision design was held on January 17, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant and City staff were in attendance along with over eighteen citizens. Main comments and concerns expressed by the attendees centered on the proposed density of the residential subdivision and the additional increase in traffic that this will generate in the area. The application for annexation and zoning was submitted to the City on January 18, 2019.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning & Development Code. The subject property was posted with an application sign on February 15, 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 March 15, 2019. The notice of this public hearing was published March 19, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a). The criteria provides 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-4 which is compatible with the existing Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac). Since the property is currently in the County, the annexation of the property is a subsequent event that will invalidate the original premise; 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 states that all new development shall be annexed into the City limits. 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 adoption of the Comprehensive Plan in 2010, designated this property as Residential Medium Low (2 – 4 du/ac). The Applicant is requesting an allowable zone district that is consistent with the higher end of the density range allowed by the Residential Medium Low category. The character and/or condition of the area has not changed in recent years as the adjacent residential properties are currently large acreage and have not yet fully developed, however, the requested zone district is compatible with the Comprehensive Plan designation. Staff is unable to identify any apparent change of character and/or condition and therefore, staff finds that this criterion has not been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-4 zone district. Ute Water is presently available within the H Road right-of-way. City sanitary sewer would need to be extended to the property from the intersection of H and 24 Roads but is viable to extend to this area. Property can also be served by Xcel Energy natural gas and Grand Valley Power electricity. A short distance away to the west is Appleton Elementary School and further to the southwest along 24 Road is Canyon View Park. Further to the south along Patterson Road are commercial retail centers that includes Mesa Mall, offices, convenience stores with gas islands, restaurants, commercial businesses and a grocery store. Community Hospital is also nearby on G Road.

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 to 8 minutes from time of dispatch for an emergency 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 Roads.

Water and sewer services are available to this property.

This property is within the Ute Water District service area. There is a 24-inch water line run along the H Road bordering this property.

The property was approved for inclusion into the Persigo 201 Sewer Service Area by the Persigo Board on 8/23/18. A determination was made at that time that the property can be served by the Persigo wastewater system. However, the property does not currently have a sewer connection.

(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 and surrounding area is designated on the Comprehensive Plan Future Land Use Map as Residential Medium Low (2 – 4 du/ac) with Residential Medium (4 – 8 du/ac) further to the east and west. The proposed zoning designation of R-4 meets with the intent of achieving the desired overall density for the property, with this request, to develop at the high end of the Residential Medium Low (2 – 4 du/ac) category. This area of the community, east of 24 Road currently has no R-4 zoning. Therefore, the lack of supply for this zone type impedes the ability to provide a housing type in this area consistent with the density allowed by the R-4 zone district. Staff therefore finds that there is an inadequate supply of the requested zoning designations in the area and that the criterion to has been met.

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

The community and area will benefit from this proposed request. Annexation and zoning of the property will create consistent land use jurisdiction within the City consistent with an Intergovernmental (Persigo) Agreement with the County. The requested zone will also provide an opportunity for housing within a range of density that is 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 and densities; a key 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. 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, the R-4 zone district is consistent with the recommendations of the Plan's Future Land Use Map.

In addition to the zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium Low (2 – 4 du/ac) for the subject property.

R-R (Residential - Rural)
R-E (Residential - Estate)
R-1 (Residential – 1 du/ac)
R-2 (Residential – 2 du/ac)
R-5 (Residential – 5 du/ac)

In reviewing the other zoning district options for the Residential Medium Low designation, all zoning districts allow single-family detached residential development as an allowed land use. However, the residential zone districts of R-R, R-E and R-1, would have a lower overall maximum density than what the Comprehensive Plan anticipates for this property and area of the community and the R-5 zone district would allow more density.

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.

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

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. Based on the current assessed values of the annexation area and prior to development, the City property tax revenue is estimated to be \$51.60 annually. 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 \$38.30 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 \$51.60 per year prior to development and an estimated \$16,600 per year after full development (assuming 68 units at an average of \$425,000 per unit) 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 does not have a record of responding to this location for any incidents and with an estimated build out of 68 units, the increase in incident volume is estimated to be minimal at 5-10 fire and EMS calls annually. 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.

Streets

24 ¼ Road is a half street with a cul-de-sac that was constructed in 2008 or 2009 as part of Albino Estates Subdivision. There is approximately 19,500 square feet / 850 linear feet of pavement on 24 ¼ Road along with approximately 850 linear feet of 7-foot curb, gutter and sidewalk all in good condition.

A 680 ft. section of H Road is also included in this annexation. The asphalt is approximately 22 feet in width with 2-foot road based shoulders and concluding in borrow ditches. There is presently no curb, gutter, sidewalk or street lights present on H Road. There is approximately 15,000 sq. ft. of pavement in H Road to be maintained that is estimated at a Pavement Condition Index in the low 60's.

Future chip seal costs for these roads is estimated at \$9,500 and is planned as part this area's normal chip seal cycle in the next five years. Annual maintenance cost for the annexation is estimated at approximately \$246/year to sweep, stripe and sign, and maintain the 1550 ft. of borrow ditches. There are no street lights.

The cost to construct the 680 ft. section of H Road to a collector road (3 lanes with curb, gutter, sidewalk and bike lanes both sides) is estimated at \$650,000.

Utilities

Water and sewer services are available to this property.

This property is within the Ute Water District service area. There is a 24-inch water line run along the H Road bordering this property.

The property was approved for inclusion into the Persigo 201 Sewer Service Area by the Persigo Board on 8/23/18. A determination was made at that time that the property can be served by the Persigo wastewater system. However, the property does not currently have a sewer connection.

Plant Capacity: Based on a Future Land Use of Residential Medium Low, this 17.38-acre property could be developed with up to 68 dwelling units. 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 receives approximately 8 million gallons per day. The anticipated additional flow associated with this project is 12,000 gallons per day.

Staff have determined that the wastewater treatment plant has sufficient capacity to treat the additional wastewater from this property when developed.

Ability to Serve Area: An existing 8-inch sanitary sewer located at H Road and 24 Road, would need to be extended approximately 1,400 feet to serve this property. There is capacity in the sewer line to accommodate future development of this property with 68 dwelling units.

Staff has determined that the City has the ability to serve the property if sewer is extended from H Road and 24 Road to the subject property.

Sewer Service Charges: Monthly sewer service rates for single family units are \$22.40. These rates have been determined sufficient to cover the cost of service.

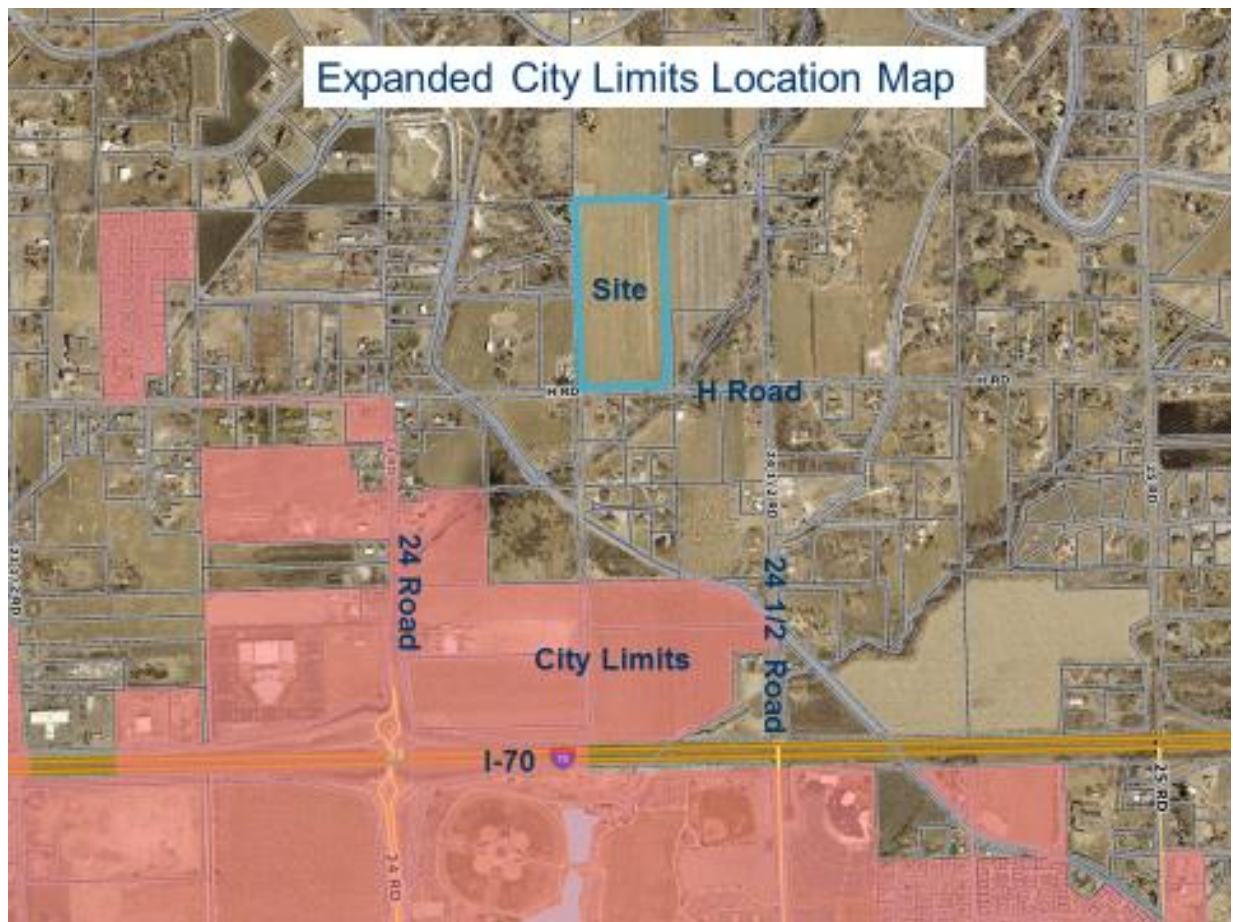
SUGGESTED MOTION:

I move to introduce an ordinance zoning the Maverick Estates Annexation to R-4 (Residential - 4 du/ac), located at 2428 H Road and set a public hearing for May 1, 2019.

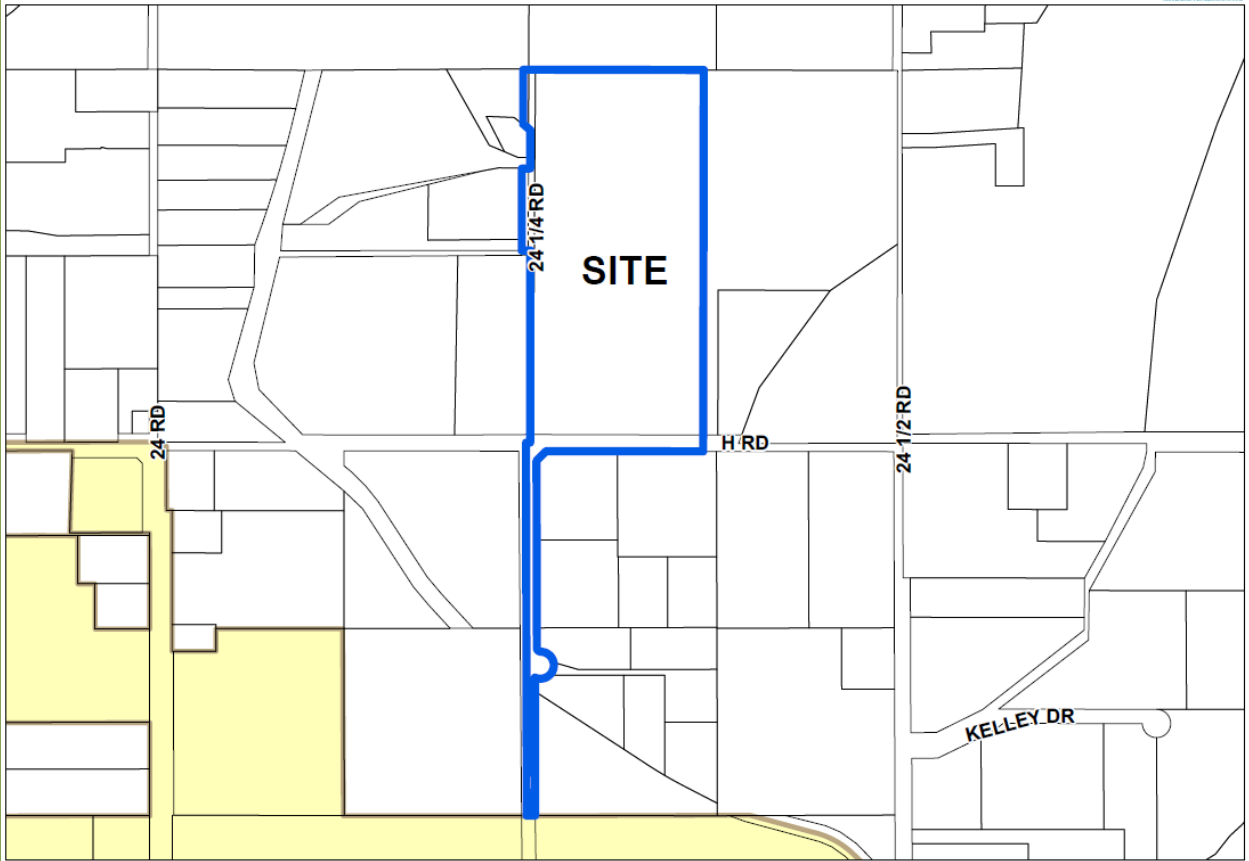
Attachments

1. Site Location & Zoning Maps, etc.
2. Neighborhood Meeting Minutes and Public Comments Received
3. Draft Planning Commission Minutes - 3-26-19
4. Zoning Ordinance

Expanded City Limits Location Map



Maverick Estates Annexation



0 125 250 500 Feet

 Annexation Boundary

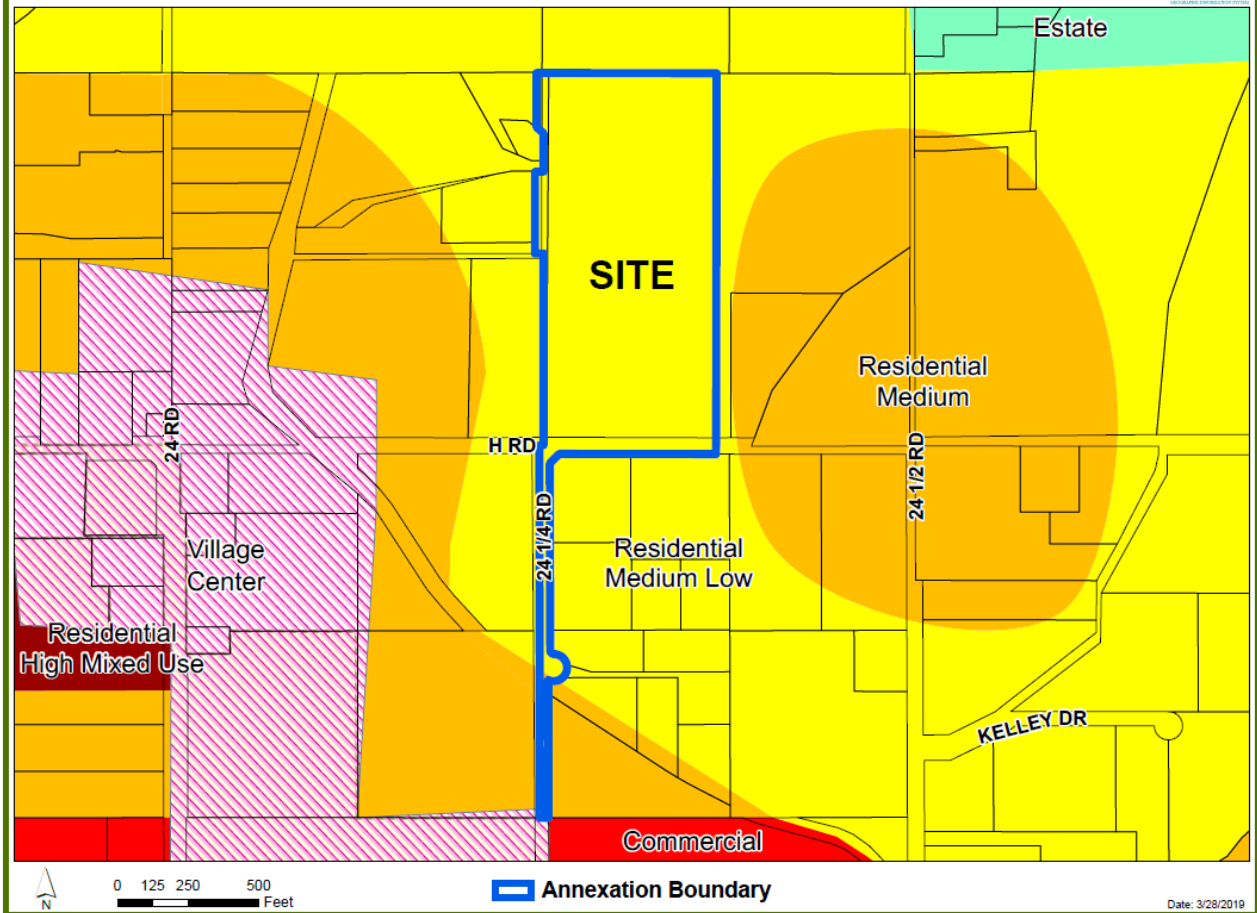
 City Limits

Date: 3/28/2019

Maverick Estates Annexation



Maverick Estates Annexation - Future Land Use



[illegible]**Site**

H Road

(4 – 8 du/ac)

(2 – 4 du/ac)

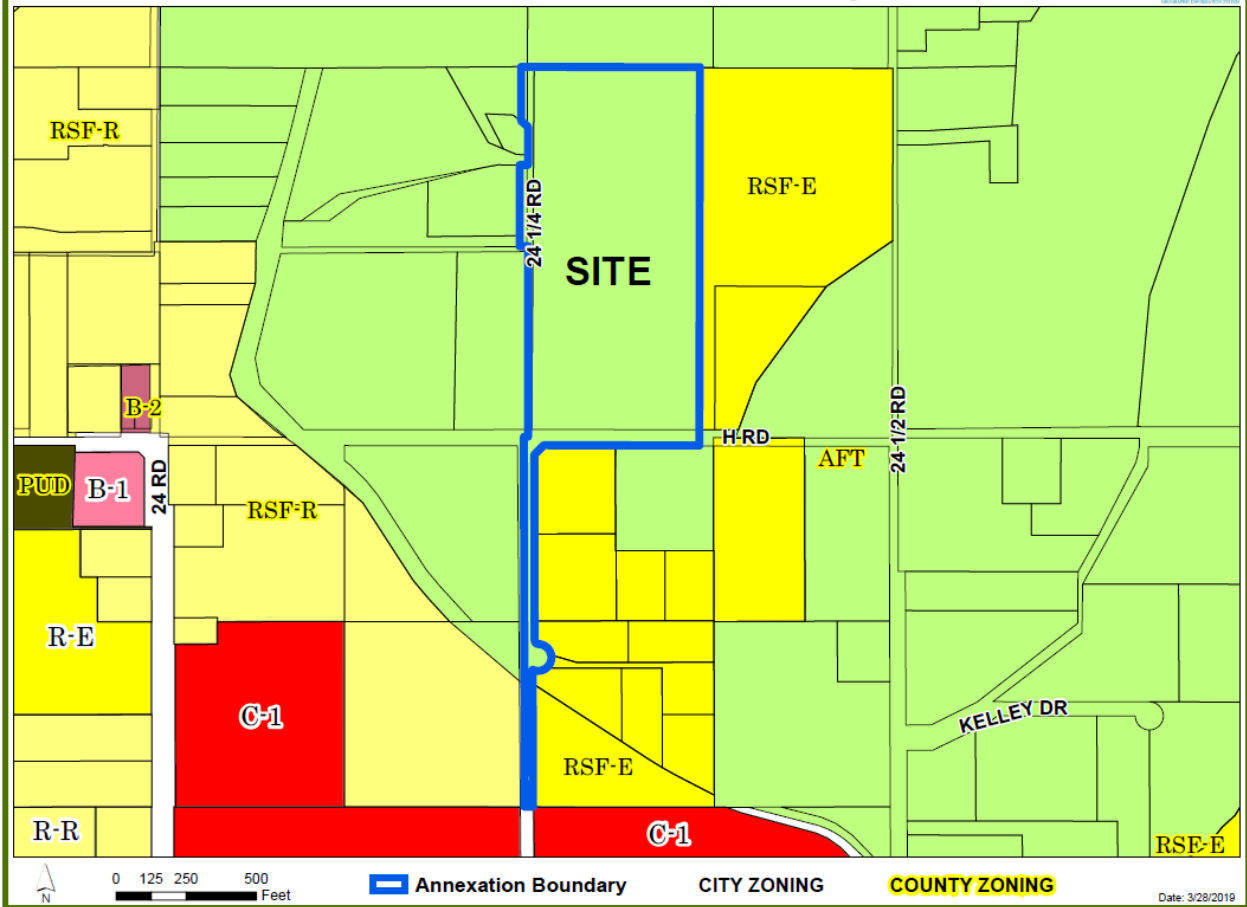
24 Road

24 1/2 Road

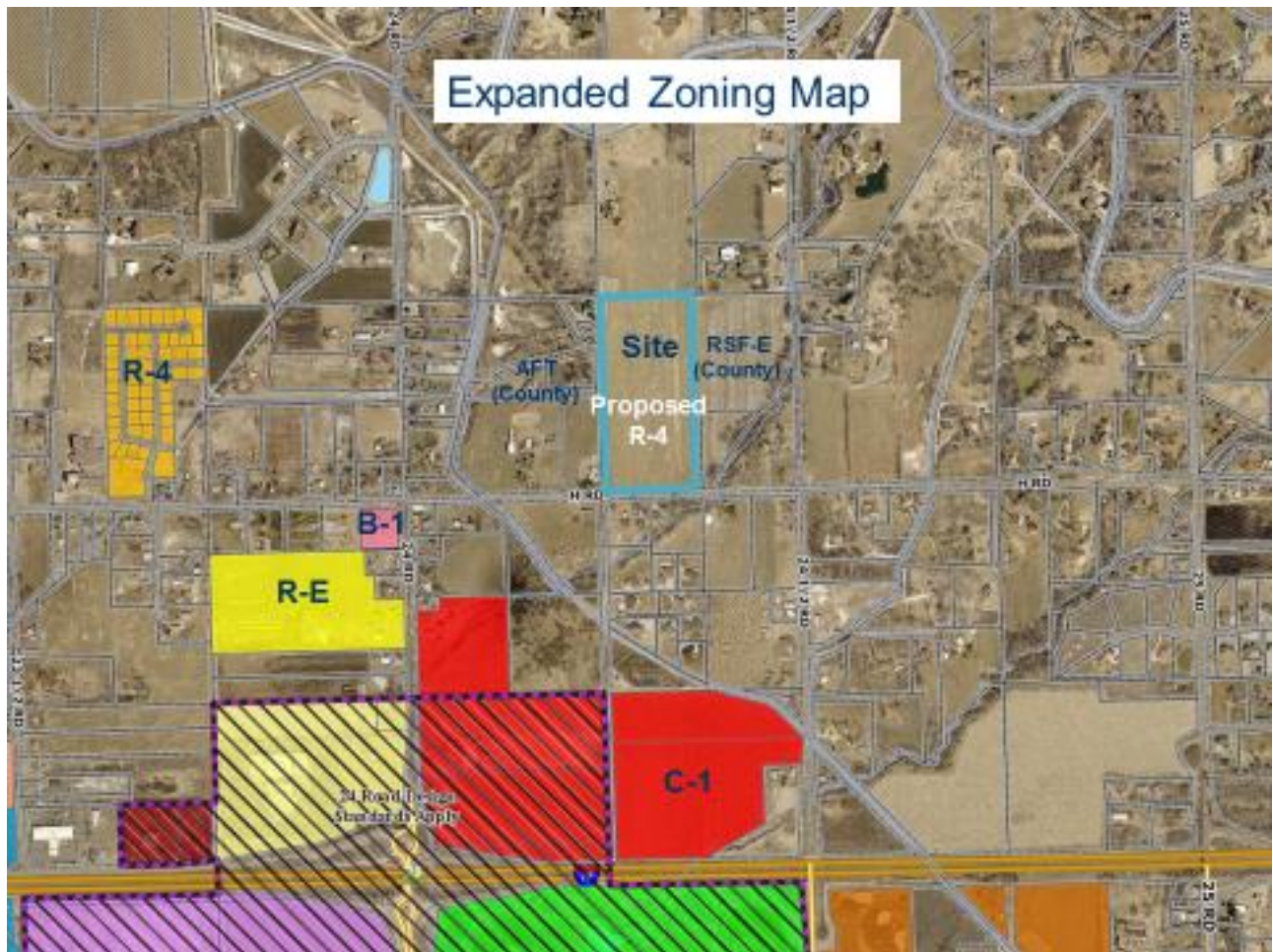
1-70

C 117 RD

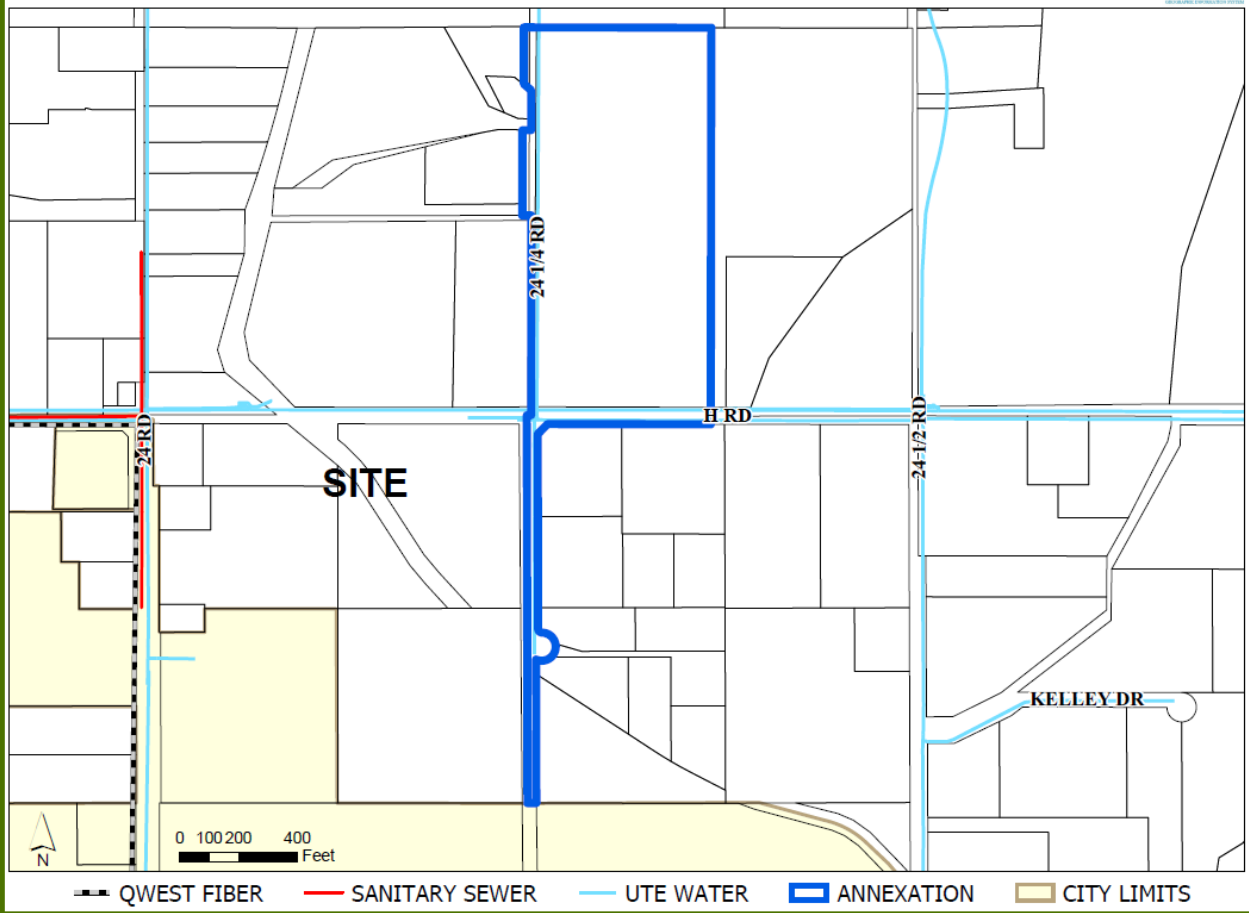
Maverick Estates Annexation - Zoning



Expanded Zoning Map



Maverick Estates Annexation - Utilities





View of property from H Road

MEETING SIGN-IN SHEET

Project:
Maverick
Estates

Meeting Date:
January 17,
2019

Facilitator: GJ Maverick Investments LLC

Place: Land & Title
2454 Patterson
Road suite 100

Name	Address	Phone	Fax	E-Mail
Ross B. [Signature]	2704 Marsh Ln	260-2500		
Jane HUSTON	2448 H. Rd.	242-6380		
Sandra Holloway	813 24 1/4 Rd	243-7011		
Ron Ables	764 Continental Ct GJ Co	244-9986		ron@cwihomes.com
BRIAN HAUT	788 24 1/4 RD	243-3162		
Scott PETERSON	CITY PLANNING	244-1447		ScottP@GJATTX.org
Kent Shaffer	405 Rogers Blvd.	243-8300		Kent@fcesj.com
Roger/Patti Beaudin	833 24 1/2 Rd.	250-8859		
[Signature]	833 24 1/2 Rd.			
Brenda Leigh	PO BOX 12 Loma	260-7925		
Linda Lee	Loma	970-216-5757		LKEESS@msn.com
Jeff Chadil	811 24 1/4	970 433-0414		
Laloua Wyatt	2416 H Rd.	970 242-1910		NT
Johnny Wyatt	"	"		"
Brane Davis	843 24 1/2 R	248-0823		N/A
MIKE DAVIS	"	"		"
Juan Venegas	PO Box 1401 G. J. Co 81502	(970) 261-0903		N/A
Tyler Mundy	2489 Josefine lane			Tyler@highcountrylawns.com

MEETING SIGN-IN SHEET

Project: Maverick Estates

Meeting Date:
January 17,
2019

Facilitator: GJ Maverick Investments LLC

Place: Land & Title
2454Patterson
Road suite 100

[illegible]

Comment Sheet 2428 H Road

Name Sandra Holloway January 17, 2019

~~Don't want to be annexed into the city~~

Too many houses - Only 2 per acre

Really bad traffic problem

Entrances on H Rd - not 24 1/4 Rd

If there are street lights please have them the
kind that point down - not out

Comment Sheet 2428 H Road

Name Jane Huston

January 17, 2019

Traffic at 24 1/2 + H is already very dangerous. What is your plan to create a safe intersection to accommodate the increased flow of traffic? Can this happen before housing is built?

2428 H Road Annexation Application

Neighborhood Meeting Minutes

Date: January 17 2019 5:30 p.m.

Held: Land & Title Office 2454 Patterson Road, Suite 100

There were twenty people signed in on the attendance sheet including Scott Peterson of City of Grand Junction Public Works & Planning and Kent Shaffer of Rolland Consulting Engineers. There may have been attendees that didn't sign in. An explanation was given for the purpose of the meeting and the steps of the annexation approval process. The meeting lasted approximately an hour.

A concept plan was presented showing a potential road and lot layout

Some of the concerns raised by the attendees were:

1. How long would the project take to construct.
2. Many indicated that larger and fewer lots would be more palatable.
3. Immediate neighbors to the west asked about methods of screening.
4. Discussion about traffic impacts and landscaping requirements
5. Other general discussion regarding the extension of sanitary sewer in H Road east from 24 Road

Some written comments from attendees were given at the meeting, but a few indicated they would email comments directly to the Scott Peterson in City Planning.



LaNona Wyatt
2416 H Road
Grand Junction, Co.
81505

970-242-1910

Jan. 25, 2019

Grand Junction City Planner
Scott Peterson

Sir:

It is with a heavy heart and great sadness that I learned you wanted to take another piece of prime farm land and turn it into a high density housing addition and annex it into the city.

We own the property directly west and have many concerns. We are agricultural with crops and livestock that will be impacted by the people, traffic, noise and domestic animals that an urban development would bring to this area.

Your plan for Maverick Estates Subdivision off H Road at 24¹/₄ Road for fifty four houses with access only from 24¹/₄ Road would generate at a minimum of four people per house that is 216 people - each house would have at least two vehicles or 108 more vehicles at least. If each vehicle goes out and in once a day that is 216 more vehicles on that road in one day but more likely would be 432 times in one day if each goes in and out twice in one day. Then there is the trash pickup, mail delivery, meter readers, repair men, utility company's, delivery units and

it goes on and on.

If the average house cost between \$300,000.00 to \$600,000.00 and the average property tax on all property in this area will go up be it agriculture or Urban. The school will be stressed with more students - at least 108 more.

To summarize:

Who benefits?

The developer by several million

Realtors by thousands in commissions on land, lots, houses, ect.

City from property taxes, building permits, sewer fees, license fees for pets ect.

Utility company from fees monthly bills

Engineers / Surveyors

Who loses? Present landowners

Promotes more high density development in this agricultural area.

Overcrowded schools.

Changes the character of this area from rural to urban.

Increases traffic in an already very heavy traffic area of H and 24 1/4 Roads.

Loss of peace and quiet.

Encourages small agricultural operations out of business.

Effects wildlife habitats, increases noise, ect.

New people in subdivisions use excessive water.

Complain about agricultural activities, smells, ect.

Increases vandalism and crime and endangers livestock and fences.

Makes it even easier for the city to expand its boundaries.

Raises property taxes in this area.

You were elected, appointed or hired to serve the people not just the ones with money but all the people. Do your duty and deny this subdivision!

Sincerely,

LaNona Wyatt

Scott Peterson

From: pamela fox <pamelafox@hotmail.com>
Sent: Tuesday, March 12, 2019 5:17 PM
To: Scott Peterson
Subject: RSF 4 on H rd

I think if the property has sewer then I support a higher density. Pam Fox

Sent from my iPhone

Scott Peterson

From: bfuoco@fuocomotors.com
Sent: Tuesday, February 26, 2019 3:22 PM
To: Scott Peterson
Subject: 2019-37

Hello Scott,

Thanks for speaking with me regarding 2019-37. I have many concern with the project. First and utmost is traffic. I am sure you have experienced the congestion going north on First Street, 25 Road, 24 1/2 Road and 24 Road. I find it ironic the City asking for more sales tax dollars when it is approving projects adding to the City's limits which then put more strain on the City's resources. Second is the requested zoning for the project. The area east of 24 Road and north of H Road is currently unincorporated Mesa County. As such, the typical residence is on lot sizes of one acre and up. A density of four units per acre is not consistent with the surrounding area. The reason for the density, according to the developer is, it is not financially viable to go with larger lots. I am not sure it is Planning Department's mission to make sure developments are "financially viable", especially when they are contrary to the surrounding area.

Third, the surrounding area is not in the City limits. In fact it is not even contiguous with anything in the City limits. You would be creating an island of "City limit" which would increase the usage of City resources without creating a substantial increase in revenue.

Fourth is the fact the property was petitioned to be included in the Persigo service area without any notification. I would have assumed a planning sign would have been posted to notify neighbors of the petition. I have been watching the property since last summer for notice of any meetings. Can you confirm if a notice sign should have been posted on the property and if so, was it?

Fifth is the area still retains some of its agricultural characteristics. There are goats, cattle, horses and of course "chickens" within 1/2 mile of the development. Because of that, predators are not uncommon. We have seen bears, coyotes and lions on our property at 2467 H Road. Because of that we need to retain the ability to protect our animals, and that does not mean with pepper spray. My wife and I built our house in 1984. At that time the smallest parcels were 5 acres. That was lowered to two acres, then one acre. Now the proposal is 1/4 acre. I do not feel it is fair to the existing homeowners to encroach on their investments and lifestyles for the profit of someone who has no interest in the area other than "making a profit".

Please include me on any more notices regarding this project.

Thanks,

Bob Fuoco

PUBLIC COMMENT RECEIVED VIA TELEPHONE:

3-11-19: Diane Gallegos, 2491 I ½ Road. Voiced opposition to proposed annexation and zoning of R-4 (Residential – 4 du/ac).

Scott Peterson

From: Andrew Carlson <awcarlson85@gmail.com>
Sent: Friday, March 15, 2019 8:46 PM
To: Scott Peterson
Subject: Project 2019-37 on 2428 H Road

Greetings,

As a resident on H Road I wanted to voice my concern about project 2019-37 on [2428 H Road](#)

H Road is already quite busy and I'm concerned this project will bring more traffic and noise on H Road which will lower property values in the area. If a development is installed, it would be best if the homes are on larger lots, such as 1/2 an acre or larger so as to not lower local property values, and also to hopefully minimize the ultimate increase in traffic along H road. Before this development proceeds, the widening of H Road should be considered as well, since it is already dangerous with current traffic levels to walk, bike, or jog on this road.

Thank you for your consideration.

Sincerely,

Andrew Carlson

Sent from my iPad

Scott Peterson

From: Peter Carlson <pcarlson91@outlook.com>
Sent: Saturday, March 16, 2019 2:47 PM
To: Scott Peterson
Subject: Project 2019-37 on 2428 H Road

Dear Scott Tipton:

I am opposed to Project 2019-37 being completed on 2428 H Road. I like living in this location because it is a nice rural area to be in, but is still conveniently close to the city to do business.

I am opposed to having such a large number of track homes built on small lots in this area. It would turn this nice rural area into a city.

The amount of traffic that would result from this new addition would be horrendous, not to mention my property value where I live would drop.

I certainly hope you will oppose this project being completed. I would like you to let me know what decision you will make in regards to this matter.

Thank you for your understanding and I am looking forward to hearing from you.

Sincerely,
Peter Carlson
pcarlson91@outlook.com

Scott Peterson

From: rwc & cac <rmlgjco@zoho.com>
Sent: Friday, March 15, 2019 11:57 AM
To: Scott Peterson
Subject: Project 2019-37, 2428 H Rd

I strongly object to this project being in city limits.
We just moved here to be near the city but not in the city.
Now you want to make it city.

I strongly object to this project having track homes on small lots.
68 homes on 17 acres is ridiculous!
The traffic would be horrible!

17 to 34 homes might be more reasonable.
Lots should be at least one acre or larger.
If not, this would seriously affect our property value.
You might be liable for our losses.

Please advise me what you are going to decide to do.

Robert & Caroline Carlson
776 24 1/4 Road
970-260-3725

Scott Peterson

From: Sarah Abraham <dpgraves785@gmail.com>
Sent: Thursday, March 21, 2019 12:44 PM
To: Scott Peterson
Subject: Property at 2428 H Road

Dear Sirs:

We are opposed to the proposed development at 2428 H Road (the former High Country Sod Farm).

The proposed density of 2 to 4 houses per acre (potentially 34-68 houses on 17.3 acres) is far greater than the density for the immediate neighborhood (generally one house on 1+ to 5 acres). This increase will put a great strain on H Road's ability to handle the traffic flow. Already, when Appleton School is out in the afternoon, H Road traffic backs up to 10 to 12 cars deep at the intersection of 24 Road. 34-68 additional residences will also place a strain on the water allocation from the Grand Valley Canal.

Please consider carefully the negative impact on property values and lifestyle in this currently rural area.

Sincerely,

Jim and Sarah Abraham
2387 H Road
Grand Junction, CO 81505

The area between 24 and 25 Road, North of H Rd and south of I Rd takes in approximately 84 properties. The average size per parcel is 7 acres. If you subtract the ten largest parcels the average size only drops to 5 acres. There are only two separately owned parcels under one acre. Those are .57 and .88 acres. Most of the existing homes are on one to ten acre parcels. Most have been there for twenty plus years and were built in conformance with the zoning at that time and most were built with no intention of future division or splits of the property.

Maverick Estates is not compatible with the surrounding area. The lots are proposed to be less than $\frac{1}{4}$ acre. This property represents less than 3 percent of the area but increases the density of the parcel 20 times and the number of property owners by 81 percent.

This property was not included in the original Persigo Boundary and was added in a hearing last August. There was little or no notice given. Because of that, there was no ability for residents to comment. This appears to be a classic example of Spot Zoning which is I believe is not legal in Colorado. Does this not seem to be a radical change for our neighborhood?

For those on the commission who have not been able to visit the area I would like to show you a sample of the existing homes.

In November the City commissioned a Community survey which included housing. I would like to read an excerpt from that study.

10. Residents were asked to rate whether there was an appropriate amount of various housing styles in the City; for each type residents were more likely to say the amount was "just about right" than either too much or too little. Townhomes/condominiums had the highest share of "just about right" responses (68%) while mobile homes had the least (53%). A notable share of respondents indicated there were too many mobile homes (43%). For all

other housing types, a greater share of respondents indicated there were too few than too many; this was particularly the case for townhomes/ condominiums, single-family homes on large lots, and apartments. **Younger residents and newer residents would like to see more single-family homes on large lots .**

I don't think lots where your neighbor's house is a few feet away from your property would be considered large.

The Master growth plan is just a suggestion as to future plans. The commission is certainly able to recognize when a mistake has been made and rectify that mistake. This property should be developed with lower density that would be compatible with the surrounding area and also fill the housing needs requested by Grand Junction's residents. We feel the proposed zoning of R4 is inappropriate and should be changed to RE1. If the commission does not agree we ask they table their decision until the City and County have had time to update the Master Growth Plan which is currently being worked on.

A developer's profits should not be the driving factor for City planning.

Respectfully submitted,

Appleton neighbors

Scott Peterson

From: Kara Arnold <kara.kumquat21@gmail.com>
Sent: Wednesday, March 20, 2019 11:25 AM
To: Scott Peterson
Subject: Project 2019-37 (2428 H Road Proposed Development)

Hi there,

I am writing as a close neighbor in the Appleton area in regards to the old High County Sod Farm on H Road. I will be unable to attend the City meeting, but would like to give my input.

If something MUST be done to this property, and that something MUST be a housing development, then I can honestly say that putting 68 homes on that land will put houses so close together you can hear your neighbors toilet flush. We also don't want to put our area under city limits, so we'd prefer to have the property developed at the original 1 house per 1-5 acres rather than 2 - 4 houses per acre. We do not approve of the density being an R4. We want to keep it the same as surrounding areas!

Thank you.

On behalf of Penny Abney and Kara Arnold (Home owners on H Road)

We are OPPOSED to the 2428 H Rd. Annexation

[Hotdogguru <hotdogguru@aol.com>](mailto:hotdogguru@aol.com)

Tue 3/26/2019 12:43 PM

To: Katherine Portner <kathyp@gjcity.org>;

Annexation of this property and increasing the building density would be detrimental to our neighborhood. Traffic from this direction at Patterson is already clogged at 24 1/2 and 25 roads. It would also adversely affect out property values. We have a history of gladly accepting new neighbors, but increasing housing density as proposed would permanently diminish the quality of the area.

Thank you,

Bob and Colleen Brown
2478 H Court

Project 2019-37, 2428 H. Rd. petitioning the City of Grand Junction to be annexed into the city

Butterfield Ed and Judy <ejb17410@indra.com>

Mon 3/25/2019 9:28 AM

To: Katherine Portner <kathyp@gjcity.org>;

Attention: City Planning Department

Dear Kathy Portner,

The Project 2019-37, 2428 H. Rd. petitioning the City of Grand Junction to be annexed into the city appears to be contrary to the City's adaptation of planned growth that was presented, discussed in open meetings/presentations and adopted.

Unplanned expansive growth beyond the present city boundaries is unnecessary, cost imprudent and deceitful to cooperative spirit and partner planning of our city's growth future. For these reasons, we oppose this unplanned expansion of our city's boundaries and services until the City of Grand Junction and its homeowner partners mutually plan and develop a rational growth model for our future.

Thank you for your attention to our concerns,

Edward and Judy Butterfield
Greystone Estate Home owner
[2502 Greystone Drive](#)
[Grand Junction 81505](#)
970 314

From: rwc & cac [<mailto:rmlgico@zoho.com>]

Sent: Monday, March 18, 2019 12:49 PM

To: Tamra Allen <tamraa@gjcity.org>

Subject: Re: Project 2019-37, 2428 H Rd

R-1 and R-2 would definitely be more fitting the homes on this stretch of H Rd.
Some homes are sitting on as much as 10 acres and is selling for 1.1 million.

Small homes on 1/4 acre selling in the \$400s just seems out of place.

Most people I talked to seem to wish it be on R-1.

R-2 would be a good compromise and they can probably sell for in the \$500s.

From: **rwc & cac** <rmlgjc@zoho.com>
Date: Mon, Mar 18, 2019 at 4:07 AM
Subject: Project 2019-37, 2428 H Rd
To: <tori.kittel@mesacounty.us>

I strongly object to this project being in city limits.
We just moved here to be near the city but not in the city.
Now you want to make it city.
This will also raise our property taxes being in the city limits.

I strongly object to this project having track homes on small lots.
68 homes on 17 acres is ridiculous!
The traffic would be horrible!

17 to 34 homes might be more reasonable.
Lots should be at least one acre or larger.
If not, this would seriously affect our property value.
You might be liable for our losses.

Why not do home development like Greystone on 25 Road north of freeway?
This would fit into our area better.

Where on your website do I find out more about this project?

Please advise me what you are going to decide to do.

Robert & Caroline Carlson

Proposed subdivision Maverick Estates 24 1/2 and H Rd

Kelly Corn <kkdacorn@mac.com>

Mon 3/25/2019 1:01 PM

To: Katherine Portner <kathyp@gjcity.org>;

Dear Kathy,

One of my neighbors gave me your email address for input about a proposed subdivision in our area. My understanding is that they are looking to change the zoning in our area to accommodate the building of a subdivision. If you have more information I would love to have it. Since I have a conflict with Tuesday nights meeting I'd like to give you a few of my opinions about building out in this area.

1. We don't even have a shoulder on the road out here. I walk out on H rd and I walk on the dirt because there is no shoulder on the road. I don't love the idea of building past our infrastructure with the idea that we will catch it up later. Before we add subdivisions out here could we have either a 3 ft shoulder on the road or a sidewalk. The increase in traffic and one would assume, kids would warrant additional area for people to walk on the side of the road since it will no longer be a county road.

2. The existing houses in the area are all on 1-5 acre lots. It would seem fitting to stick with that density, otherwise you are fundamentally changing the entire area.

One more off topic comment if you could pass it along. They recently put in a 4 way stop sign at 24 1/2 and H Road. I just want to thank someone. I think that is going to make that intersection so much safer.

Thank you for reading my comments.

Kelly Corn

[2486 H Ct](#)

[Grand Junction CO](#)

[81505](#)

kkdacorn@mac.com

Scott Peterson

From: Diane Davis <dedavis@acsol.net>
Sent: Wednesday, March 20, 2019 10:57 AM
To: Scott Peterson
Subject: FW: Neighborhood Meeting Minutes 1-17-2019

From: Diane Davis <dedavis@acsol.net>
Sent: Wednesday, March 20, 2019 10:18 AM
To: 'scott@gjcity.org' <scott@gjcity.org>
Cc: 'kathyp@gjcity.org' <kathyp@gjcity.org>
Subject: Neighborhood Meeting Minutes 1-17-2019

March 20, 2019

Dear Mr. Peterson:

I was emailed the minutes of the Neighborhood Meeting for the 2428 H Road Annexation Application. However, stated no-where in these minutes is the opposition voiced by attendees to the annexation and/or the Maverick Estates Subdivision itself. Having attended the meeting I can attest to the fact that we were not there to applaud the proposed subdivision, but to pursue a compromise on the scope of the project.

Mr. Steve Hejl, Registered Agent for GJ Maverick Investments LLC, the developer, did not sign the attendance sheet (Exhibit 4) nor were his commentaries on the "concept plan" noted in the minutes. His statements should be recorded in these minutes as should the objections by the attendees to the annexation and development.

The format of the minutes suggests an outline that is designed for brevity and, I suspect, universally used for meetings such as this. Regrettably, this format does not provide for the expression of the very personal impact this development, and others like it, have on the adjoining community. Presumably these minutes will be part of the developer's documentation in seeking approval for the subdivision in which case, the Grand Junction City Council or Planning Commission staff or anyone reading these minutes might assume that little, if any, opposition was voiced against the annexation, and this was not the case.

If possible please amend the minutes to include the addition of Mr. Hejl's name and title to the meeting's sign-in sheet, a statement noting the attendees' overall opposition to the annexation/development and the signature of the person documenting the minutes.

Thank you,
Diane Davis
843 24 ½ Road
Grand Junction, CO 81505

Maverick Estates

Gary Dean <Gary@rmstores.com>

Mon 3/25/2019 7:17 PM

To: Katherine Portner <kathyp@gjcity.org>; scott@gjcity.org <scott@gjcity.org>;

Planning Commission,

I'm requesting that the planning commission table the Maverick Estates Project until the City of Grand Junction has done a comprehensive plan for the development between 24 Road and 26 Road as the City has done between 22 Road and 24 Road.

When that has been accomplished it will show the proper infrastructure that will be needed for the proposed project even though the developers have successfully petitioned the Persigo Sewer District. The City of Grand Junction needs to address the issue of density before approval.

The typical lot size for this area is 1 to 5 acres because of being a Rural area.

AGAIN....I will say there is NO Comprehensive plan that will allow for more density for a isolated parcel in this area that has no boundaries to the City of Grand Junction.

I'm requesting that this letter be read at the planning meeting since I will be out of the country.

Thank You

Home Owner for over 25 years

Gary & Laura Dean

[2490 H Court](#)

[Grand Junction, Colo 81505](#)

970-260-1588

Sent from my iPad

This email has been scanned by the Symantec Email Security.cloud service.

For more information please contact contact Eastland Technologies, Inc. at sdp@eastlandit.com.

Zoning change on H road.

Daniel Duffey <dufcard@gmail.com>

Mon 3/25/2019 8:21 PM

To: Katherine Portner <kathyp@gjcity.org>;

Just wanted you to know that as a 35 year resident on H road how much it would negatively impact our neighborhood to change our current zoning density. Hope you can let the planning committee know how I feel.

Thank you.

Daniel Duffey

Sent from my iPhone

Proposed Maverick Estates

Fred Fowler <fncfowler@aol.com>

Mon 3/25/2019 2:56 PM

To: Katherine Portner <kathyp@gjcity.org>;

Dear Sirs,

My name is Fred Fowler and my wife Carol and I have owned property at 2485 Sage Run Court since 1984. During the intervening 35 years we have of course seen inevitable change in the Appleton area. That being said, the change and development has always been done in the context and recognition of this area being rural by both historic character and specific contemporary planning guidelines. This character has been accomplished and largely preserved through the considerable effort and foresight of both area residents and related planners working together over many years.

The proposed Maverick Estates development is conceptually at odds with what the area presently is and what has been carefully preserved through the considerable time, energy and effort of many who live in this area as well as local planning departments. To approve the development as proposed is to disregard the history of the area as well as the ongoing desire of those who presently reside there. I would urge you to not approve what would be both anomalously incompatible with the area as well as an affront to all of us who live in the Appleton area.

Sincerely,

Fred & Carol Fowler

Scott Peterson

From: Joan Haberkorn <joaneh@acsol.net>
Sent: Thursday, March 21, 2019 2:40 PM
To: Scott Peterson
Subject: City annexation of 2428 H Road

Dear Scott,

I am writing to oppose the annexation of 17 acres located at 2428 H Road into the city of Grand Junction. A developer has successfully petitioned the city for inclusion of the property into the Persigo Sewer District and wants to be allowed to develop the acreage at a density of 2-4 houses per acre.

We have lived in the Appleton area since 1980. We have seen many changes over the years, worked with the city and county planning departments on several Appleton Plans, and have fought numerous proposed developments with a density not compatible with the area. None of them has been as incongruous as the one currently under consideration. A drive through the area should be sufficient to see why the proposed development is entirely inappropriate for the semi-rural nature of the area with its current zoning of no more than one home per acre. The proposed development is flag-pole annexation at its worst.

We urge you to deny the annexation request and suggest that the developer create a subdivision that enhances the Appleton area or find another property where high density housing is the norm.

Thank you,

Joan Haberkorn

Scott Peterson

From: Thomas Harding <lgharding@hotmail.com>
Sent: Tuesday, March 26, 2019 9:29 AM
To: Scott Peterson; Katherine Portner; dieseldanj@msn.com; Fran
Subject: Project 2019-37, 2428 H Road

Scott and Kathy,

We seem to revisit development plans for the North area over and over. The residents are not opposed to development, but they are opposed to increased density. Increased density changes the character of the area and that is why people moved to the North area. The city and county needs diversity with it's density.

Density of 1 house per acre is what it was changed to several years ago and Greystone was developed out very quickly.

Please do not increase our density !!

Sincerely,

Thomas Harding

President Red Peach Farm HOA

Sent from my iPad

Untitled

Michelle Hill <michhill@gmail.com>

Tue 3/26/2019 5:37 PM

To: Katherine Portner <kathyp@gjcity.org>;

Hi Kathy,

I've just learned I'm not going to be able to make the meeting at City Hall tonight, but feel the need to make my concerns known regarding the proposal to annex the old sod farm on H road into City limits. My husband and I and our young family moved to the north area about 4 and a half years ago because we wanted the lifestyle of more space, and country living. We have loved it out here! Progress/development is great but high density housing is not what this area is about. Please consider strongly enforcing a house per acreage limit more consistent with surrounding zoning. Thanks for your efforts to make our area what it is!

Michelle Hill
818 24 1/2 Rd
970)260-6887

Scott Peterson

From: Lynn Ibarra <Ibanena@msn.com>
Sent: Monday, March 25, 2019 7:50 PM
To: scott@gjcity.org
Subject: Appleton Development at 2428 H road

I own an acre on 24 1/2 road above H road. This email is to protest the construction of 68 homes in this development at 2428 H rd. It has always been a quiet, peaceful and low density area. This will greatly disrupt the tranquility of the neighborhood. It will create noise, traffic, affect property values and taxes and affect overall lifestyle in the community. Plus be an eyesore in such a beautiful and peaceful community.

I realize the project has been approved but hoping the city will reconsider the number of home being built on the 17 acres. I would recommend no more than 2 homes per acre at the most. No need to have the area so crowded with these homes. Sometimes its not about the money but people's quality of life. There will still be money made by the developer and the city.

I wish my comments to be added to this file in protest of 68 homes being built. Please consider an alternative. Please add my address in the event any correspondence is sent out for this project or my email address, which is ibanena@msn.com

Thank you for your consideration.

Lynn Ibarra
1034 Milwaukee Ave.
Los Angeles, CA 90042

From me to you. Lynn 

Project 2019-37, 2428 H Road

Mary Jones <maryjones7539@gmail.com>

Sun 3/24/2019 7:16 PM

To: Katherine Portner <kathyp@gjcity.org>;

No, no, no! My husband and I have lived on the corner of 25 and H Road for over 30 years. I am not an activist, just a concerned citizen who wants to maintain the integrity of my neighborhood. It has been a great place to live. The proposed density is not compatible with surrounding homes that are typically on lots of 1-5 acres. My husband and I remodeled our home based on what we thought the long range plan for the Appleton area would be. This will not only affect our property value, but taxes, traffic congestion and lifestyle in this area. Change is inevitable but this change to add high density housing will have a negative impact to most of the residents of this area and only benefit the developer of this proposed subdivision. Please consider making the zoning for this property R1 (one acre lots).

Sincerely,
Richard and Mary Jones
2495 H Rd

Sent from my iPad

March 24, 2019
Grand Junction Planning Commission
250 North 5th St.
Grand Junction, Colorado 81505

Dan Komlo
852 24 ½ Rd.
Grand Junction, CO 81505

Dear Members of the Planning Commission,

My wife and I live at 852 24 ½ Rd, we purchased our property in 1984 and have been involved in the north Grand Junction planning process since the 80s.

This letter is to urge this planning commission to limit the allowable dwelling density for the Maverick Estates located at 2428 H Rd. to RE1 or 1 acre lots.

I feel many residents in our area have been left out of the previous January 2019 meeting by not being notified through the "Notice Of Public Hearing" mailing, which was limited to only those property owners within 500 foot of the recent neighborhood meeting.

My concerns and objection for limiting the density are as follows:

1. The potential density increase dishonors the past zoning, and ignores the voices of many resident voters who have time and time again objected to higher density in area 6. As recently as August 2017 many of the local Appleton residents met with this commission to voice their concerns and object to higher density subdivision requests.
2. By allowing a density increase to R4 our local leaders will have set a precedent that will be difficult to stop, my fear is that this will open the probability of future higher density subdivisions to expand in many other directions.
3. As a homeowner we moved here to enjoy the small estate rural area in which we live. The approval of an R4 density will not favor the present homeowners nor fit with the surrounding area. It will result in increased traffic, noise, and the potential devaluation of the property values for many of our homes that had been purchased under the expectation of maintaining the current AFT zoning.
4. The existing intersections, two lane roads and narrow interstate overpasses on 24 ½ and 25 roads will not be suitable for an Appleton area that may experience this type of growth.
5. Both of our adult children attended Appleton Elementary, I am concerned with the potential of overcrowding and the potential loss of the ability to serve our local young children well.

After examining the local tax assessors records I counted approximately 84 individuals that own property within the confines of 24 and 25 Road between H & I. The records indicate between them all they own 595 Acres. This provides an average of 7.08 acres per homeowner the current density is clearly the current norm by considering this increased density to R4 will clearly alter the model many of us have worked hard to maintain.

Help us preserve Area 6 with a reasonable density zoning not to exceed RE1 or R2, this will help us maintain the unimproved open space, wildlife refuge for deer, fox, raccoon, quail, and the many other native animal species that exist here. This area also provides recreation for hundreds of bike riders and joggers the utilize the surrounding roads almost year round because of the beautiful country side, and lower vehicular traffic.

Thank you for your consideration of my request.

Dan Komlo

Cynthia Komlo
852 24 ½ Road
Grand Junction, CO 81505
(970) 270-7052

Grand Junction Planning Commission
250 North 5th St., Grand Junction, CO 81501

March 24, 2019

Dear Planning Commission,

This letter addresses my concerns and strong objection to Maverick Estates Project 2019-37, 2428 H Road, petitioning for annexation into the City of Grand Junction and a zoning change from AFT to R4, in other words, four houses per acre. My hope is the Planning Commission and the City Council will take time to reflect on my overview for our community and consider holding off voting on Maverick Estates proposal, if not, then please amend it.

My vote for Maverick Estates Project 2019-37, 2428 H Road is:

- 1) No Annexation into the City of Grand Junction
- 2) Is the city putting the cart before the horse if they agree to Maverick Estates R4 zoning and annexation when our neighborhood does not have infrastructure in place to serve the well-being of our community?
- 3) Hold off building Maverick Estates subdivision until H Rd., 24 ½ Rd. and 24 Rd. intersections, and I-70 overpasses on 24 ½ Road and 24 Road can safely handle the traffic volume
- 4) Hold off building Maverick Estates until First Responder infrastructures are in place to serve this growing area
- 5) Limit Maverick Estates, 2428 Road, housing density zoning to R1, one acre lots to decrease the volumes of people

I've been involved with the initial Grand Junction Master Plan which appears to be losing its integrity of AFT zoned areas as city leaders change over the year. My objections for the proposed Maverick petition are for numerous reason. I hope you contemplate my thoughts.

Thank you for your consideration, Cynthia W. Komlo 3/25/2019

Overview / Quotes & Stats

Hi, my name is Cynthia Komlo. I'm 57 years old, moved to Grand Junction in 1981, and celebrate 34 years of marriage to Dan Komlo. In 1984 we bought farm property at 852 24 ½ Road. We operated a shade tree farm for 25 years as a second business, built our family home on our acreage, and are currently farming quality horse hay.

My background credentials give me high concern for Maverick Estates R4 proposal. Where there are more people safety concerns become a reality. I earned my Masters degree, have four years of clinical practice and study. I'm a clinical chaplain, board certified, trained in Hospice and Palliative Care, as well as, Advance Care Planning. Professional chaplains serve the emotional and/or spiritual needs of All people, All worldviews in a variety of settings.

For 12 ½ years I was a clinical chaplain "volunteer" and a part of the interdisciplinary medical team, serving bedside in all Units of St. Mary's Hospital Acute Care Trauma II Medical Center, including in the ER. I've witnessed first hand mangled bloody bodies/faces, death, and the trauma family members and friends are suddenly faced with after a traffic accident single or with another vehicle, bicycle, and/or pedestrian, hit and runs, death of a child and multiple family members.

Have you personally experienced the devastating trauma from a car accident in some form?

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Our Neighborhood

- For the purpose of this letter, when I speak about our “neighborhood”, I’m speaking about the area between 24 Rd. and 25 Rd. (east to west) and H Rd. to I Rd. (south to north).
- Our neighborhood is estimated to be around 595 acres with approximately 84 land parcel owners (Retrieved 3/23/19 <https://emap.mesacounty.us/viewer/>)
- When 595 acres is divide between the approx..84 neighborhood landowners, it hypothetically suggests an average of 7.08 acres per landowner in our neighborhood whereas Maverick’s R4 Estate with four homes per acre is not designed to compliment the longstanding rural AFT land use in our Area 6 neighborhood. We purchased rural for a reason. Farming, privacy, living a country-lifestyle away from the congestion of the city noise and crime
- Persigo Wash borders the east side of our property and is a wetlands-refuge habitat for a vast variety of birds and other wildlife species. The Grand Valley canal borders our north-side where Blue Herons migrate back for decades. Maverick’s R4 density and population is likely to threaten our neighborhood’s environmental features

Is our City Putting the Cart Before the Horse?

Maverick Estates proposed R4 zoning will increase density in our neighborhood

Infrastructure in our Neighborhood is Not Prepared for More Housing Density in our Neighborhood: 24 Road – 25 Road, H Road to I Road

Roads and First Responder Services are Not Built, Staffed or Prepared to Serve the Well-Being of our Neighborhood

- **One neighbor, residing at 24 & I ½ Road, had a serious injury that required surgery. After calling 911 three times for emergent help, it took EMTs over 20 minutes to respond to the call**

First Responders & “2019 State of the City Video”

- According to the “**2019 State of the City Video**” Mayor Barbara Traylor Smith and City Manager Greg Caton discussed the current state of Grand Junction and projects for 2020 (retrieved 3/24/19, YouTube <http://gjcify.org/city-government/public-communications/2019-state-of-the-city-video/>).
- When Mayor Barbara Traylor Smith asked City Manager, Greg Caton, “What are some of the things that we need as far as our Public Safety and First Responders?” He said a study was completed on the needs of the city’s Fire Department approx.. “10 years ago” that identified the city needs “about three more fire stations and these have not been built.” According to the City Manager, there is about a “six minute response national standard”... they are trying to improve in areas where the city “has not added fire stations.”
- Why pack in more people in our neighborhood when the infrastructure and funding is not in place?

Cynthia Komlo’s Note: Emergency Medical Teams (EMT’s) are housed in Fire Departments.

Police

- According to Sate Manager, Greg Caton on the “2019 State of the City Video”, Grand Junction does not have a “Traffic Team” and the Grand Junction Police Department is understaffed. They go “from call to call” and don’t have enough time for “Pro-active policing” which allows them to “pick-up” some “criminal activity” before it occurs
- Annexing Maverick Estates into the city would overburden the city’s First Responders when they already do not have enough staff and they are sleep deprived. This puts more people at risk.

(retrieved 3/24/19, YouTube <http://gjcify.org/city-government/public-communications/2019-state-of-the-city-video/>)

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Safety Questions for the Planning Commission and for City Council

- Have you experienced a full night shift "ride-along" with all of our city'/county's First Responders, i.e. GJ Police Dept., Fire Dept. & EMT, Sherriff Dept., and CO State Patrol?
- I've completed Ride-alongs with ALL of them. I highly encourage this experiential learning
- Would you do their job for their take-home pay?
- Is the city putting the cart before the horse if they agree to Maverick Estates R4 density when our First Responders are already struggling with funding, low staff, and inadequate coverage?
- First responders suffer compassion fatigue, PTSDs, and burn-out due to high demands and not enough staff and sleep deprivation.
- Have you had coffee with Mike Hill, Systems Coordinator of Mesa County EMS, to hear about our city's First Responder's needs?

Safety Road Issues - Think About It

- Mesa County's Website notes: each house with one car on average takes 10 trips per day... into town or somewhere
- Think about it... IF Maverick Estates R4 zoning passes, there could potentially be 68 new homes, this could equal to 680 vehicles taking road trips per day
- If the homeowner owns two cars, it could potentially add-up to 1,360 car trips per day on our neighborhood roads

Road Infrastructure in our Neighborhood is Not Prepared for more Maverick Estates Housing Density in our Neighborhood: 24 Road – 25 Road, H Road to I Road

- H Rd. is a narrow two-lane road that does not have the proper infrastructure in place for safety
- With the dangers already at these intersections in our neighborhood, why add more population and volumes of vehicles from Maverick Estates proposed R4 subdivision?
- Why overburdens the city's First Responders when they are already understaffed and sleep deprived?

Accidents will likely increase: Safety of the Intersections at H Road and 24 and 24 ½ Roads

- **According to Saen Yates, P.E., Mesa County Traffic Engineer, a new analysis software program, collects data for safety analysis to compare 24 & H Rd. intersection and 24 ½ Rd. and H Rd. intersection safety concerns. These intersections are also referred to as "rural 4-legged intersections" and were given a grade of a "D" and "F" because they have more crash incidences than any other 4-legged rural intersection "ACROSS THE COUNTRY".**
- Mesa County's analytical data in the past 10 years between 2007-2017 reports 24 ½ Road & H Road 18 accidents occurred, 15 of these accidents were at 24 ½ & H Road intersection, 14 of those were in daylight, 14 involved 2 vehicles, 14 were broadsided, 22 people were injured and needed medical treatment, 16 accidents occurred during dry road conditions, none involved alcohol
(Mesa County Public Works Department DIExSys Roadway Safety Systems Detailed Summary of Crashes Report Job# 20190318094533)
- 24 & H Road analysis between 2007-2017 reports 28 crashes, 20 occurred at the intersection of 24 & H Road, 21 were broadsided, 11 people were injured and needed medical treatment, 19 crashes involved 2 vehicles, 22 occurred during daylight hours, 23 accidents occurred during dry road conditions, alcohol was suspected for 1 driver out of the 28 accidents reported
(Mesa County Public Works Department DIExSys Roadway Safety Systems Detailed Summary of Crashes Report Job# 20190320111854)

Continued Next Page

Accidents will likely increase: Safety of the Intersections at H Road and 24 and 24 ½ Roads

- I cannot drive due to a visual impairment. In 2009 I was in a Taxi accident at the intersection of 24 ½ Rd. at the H Rd.. My driver drove over the 3 sets of rumble strips, past the pre-warning stop sign and through the intersection, My car door was T-boned at 45 mph.. Both vehicles were totaled. I had to go to the ER for treatment. I had a fractured bone in my neck and severe whiplash that aspirated a genetic connective tissue disorder I have. My livelihood will never be the same. I had to retire from in-house Hospital chaplaincy due to the high demands I could no longer do. That intersection terrifies me as I continue to cope with PTSDs from the accident. How would you feel if it were you or your loved one were in an car wreck?

Maverick Estate R4 proposed zoning, IF Passed, will likely:

- make H Road and the intersections through/along it more dangerous than they presently are
- R4 zoning will likely add a higher volume of traffic to H Rd., 24 Rd, Homeowner & Subdivision Entrances, 24 ½ Rd., the narrow I-70 Bridge on 24 ½ Rd., more chaos to the I-70 & 24 Rd. Double Round-a-bout, and other surrounding traffic-ways
- R4 will increase the number of people, children, teenagers, and likely their methods of transportation- cars, possibly motorcycles, and bicycles to our neighborhood
- It's likely our neighborhood will have more pedestrians, walkers, joggers, and bikers on the roads
- 24 ½ Rd. neighborhood is already known to bicyclers, joggers, walkers with/without animals as a favorite route

Schools

My husband and I have two independent adult children who grew up in Grand Junction. They attended Appleton Elementary, West Jr. High, our son attended Fruita Monument High School, and our daughter attended Grand Junction High School with Honors thanks to the "school of choice" option.

- Overcrowding Appleton Elementary seems highly likely with Maverick's "Apple Glen" R4 subdivision being built next to Appleton Elementary. How many children will reside there?
- How many additional children from Maverick Estates R4 proposal will attend Appleton Elementary and other over crowded city schools?
- Is "school of choice" at risk if Maverick's Estate is approved?
- How will you pay teachers who don't get adequate salary already?
- How will the schools receive adequate funding for the additional children from Maverick's R4 subdivision so the children's education won't be compromised due to lack of funding?
- How will our teachers and children cope with overcrowding and burnout?
- How will the city deal with a potential increase in crime at the schools and in our neighborhood when our first responders are already under staffed and at risk for burn out?

Liability

- Maverick Estates R4 density brings more people into our neighborhood creating a high likelihood for liability issues. For example, the Grand Valley Canal borders the north side of our property on 24 ½ Rd. Though the canal road is considered trespassing, people naturally are drawn to walk the canal road by the water on the homeowner's property.
- Many teenagers like to "party" involving alcohol and drugs. Children can be mischievous. If someone falls off the bridge into Persigo Wash, a person could be seriously hurt, paralyzed, and/or die. We do Not want anyone hurt or the potential liability with Maverick's R4 density
- More burden on our First Responders

Continued Next Page

Can Grand Junction Planning Commission and City Council Save the integrity of the Rural Neighborhood Between 24 Rd. – 25 Rd. and H and I Rd.?

- Maverick Estates petition for Annexation would seemingly over extend the city's strained safety systems and plop unsightly populated subdivisions not well suited for the architecture in the rural county
- Take care of the city limits before you put the cart before the horse and overextend resources/funding beyond city limits? Why not build or re-furbish the many vacant city lots or
- Continue to restore the eye sore homes in city limits? Schools within city limits need attention and funding
- Maverick Developers will make money. Yes, if passed, the city might make money from Maverick Estates annexation BUT will Maverick Estates create bigger money projects like the safety of H Road and the broader Appleton Area?

One Grand Junction

- The city of Grand Junction has a great idea with their website below. The slogan sounds nice but can we truthfully plan "the future of our community" together? The City of Grand Junction's website it states:

2020 Comprehensive Plan

Get involved in planning the future of our community...

ONE GRAND JUNCTION COMPREHENSIVE PLAN

Get involved in planning the future of our community?

(Retrieved 3/25/19 <http://gjcity.org/city-government/public-communications/GJ2020CompPlan/>)

- How can the City of Grand Junction re-organize their seemingly inefficient notification system so we can build trust between our community and our local government?
- Minimum Notification about Maverick Estates was provided to our neighbors, only to people living within 500 ft. from the project
- Many do Not subscribe to *The Daily Sentinel*
- Many, specially the low income and the elderly do not own or use computers
- Apparently, someone posted a yellow sign on the Maverick Estates property. I'm visually impaired and cannot drive a car. I frequently take a Taxi or Uber into town on 24 ½ Road. I never saw Maverick Estates sign posted in the grass.
- How can the city better inform citizens in the city and in Mesa County?

Years back, my husband and I were invited and completed the inaugural "Citizens Public Safety Academy". They hoped to increase communication between 911, Fire Dept, and GJ Police First Responders; bring awareness to our community in hopes to build trust and work together and the city was also hoping to raise money for the desperately needed Fire/911/ GJ Police new building. Some members of the City Council were in our class, Greg Palmer our past Mayor, other government officials, people who are associated with First Responders, and business owners. We try to participate in creating a beautiful and safe Grand Valley. We wish there was a better system to inform us on a timely basis.

Continued Next Page

Cynthia Komlo / 852 24 ½ Road / Grand Junction, CO 81505 / (970) 270-7052

Notifications

- My husband and I were Not notified of Maverick Estate petition or about the Jan. 2019 or the August 2019 Planning Meetings regarding Maverick Estates petition. We would have participated. I live on 24 ½ Road across the street from my neighbor who informed me last week about the petition and of this March 26th Hearing. I learned the rules only require you to notify people within 500 ft. of the proposed land zoning change, to put two Notifications in *The Daily Sentinel*, who do not deliver newspapers on Monday and Tuesdays...and one of your "Notice of Public Hearing" notice was posted electronically on Tuesday, March 19, 2019. Many people do not

How would it be if Manhattan, New York City Planning Commission, City Council, and developers decided they needed more space to build for a growing population and started developing buildings on NYC's Central Park without the people's vote? Just imagine!!! NYC residence cherish their parks and open spaces. I cherish our rural acreage, privacy, land use with wildlife environmental features. Once the green is gone, it's gone.

I lived in Denver for seven years during 1960's -1974 in our family home zoned on 2-acre lots per property owner. It's refreshing to know those Denver zoned 2-acre neighborhoods still exist today. As Denver experiences an increase in population and expansive development, they managed to maintain the integrity of rural living in Englewood!

Can Grand Junction manage to keep natural beautification and Environmental Features of the Mesa County rural areas? One can hope.

Sincerely grateful for your consideration to my Objections to Maverick Estates R4 zoning petition and Annexation into the city,

Cynthia Komlo
852 24 ½ Road
Grand Junction, CO 81505
M: (970) 270-7052

March 25, 2019

Dear Grand Junction Planning Commissioners and Grand Junction City Council Members,

We regret we will be unable to attend the meeting on March 26, 2019, to express our **opposition** to a change in zoning from AFT to R-4 allowing 4 houses per acre by Project 2019-37, 2428 H Road.

Residents in the area affected by this proposed zoning change are opposed to the change in zoning. Owners bought and built homes on property paying premium land prices based on the original zoning. Higher prices were paid because owners wanted to live in a more rural and less dense area. By changing the zoning after the fact, you devalue our property. Development of this type seems more suitable for land south of I-70 as was originally approved by the County Commissioners.

Zoning changes have been discussed on several occasions. We would again appreciate your support to prevent the change in zoning.

Thank you for your time and consideration.

Sincerely,
Archie and Sue Magee
2517 Oleaster Court
Grand Junction, CO 81505

Scott Peterson

From: Joan Marasco <jmarasco49@gmail.com>
Sent: Tuesday, March 26, 2019 2:55 PM
To: Scott Peterson
Subject: Project 2019-37

This note is to address the proposed annexation and development of property at 2428 H Road. Residents of this area are deeply saddened and disturbed by this proposal. We choose to live in this rural environment for the quality of life it affords us. By adding a significant number of homes it would seriously affect that quality of life with increased traffic, noise pollution and light pollution. This area at most was supposed to have 1 home on 1-2 acres. We also enjoy an abundance of wildlife and that would disappear. Money should not be the driving issue but keeping rural life rural to enjoy the benefits of a lifestyle we cherish. I am a native of Grand Junction as was my father. I would like this beautiful valley to remain a place we can continue to cherish and not become another big city. Please listen to the wishes of your citizens and deny the proposed density of homes.

Respectfully submitted,
Joan Marasco
2325 Appleton Drive
242-2424

Sent from my iPad

Scott Peterson

From: David Mayer <davidmmayer@yahoo.com>
Sent: Tuesday, March 19, 2019 2:08 AM
To: Scott Peterson
Cc: cynthis.komlo@gmail.com
Subject: Annexation and increased density

Dear Neighbors, Unfortunately it is a continued struggle to keep the density we have all enjoyed but it is worth it. My deceased wife, Deedee was involved with the first Appleton plan and it has continued to be smaller lots approved by the planning department, now I understand it is one per acre.

My personal opinion would be one per acre, but 2 per acre would be the compromise position. If annexation is contemplated, The city must require the developer to supply impact statements from the fire departments, the police or sheriff department, what will be the impact on Appleton school district and certainly all homes including H road needs to have curb gutters and bicycle lanes on H road to Appleton school. H road certainly does not meet the specs for a city road having no existing turn lanes into a subdivision.

It appears, the city planners are not trying to inform the Appleton residents of their intentions and appear to be operating in some veil of secrecy to increase tax base. This is not in keeping with with a cooperative effort to improve relations but brings on an adversarial atmosphere. A lot of the Appleton residence have worked very hard in support of the City of Grand Junction and the programs and Grand Junction can not afford to lose this cooperation.

David Mayer, MD
970.261.8183
david@footbeat.com

Appleton neighbors and City Planners,

I wish to add my comments and opposition to the proposed density of the planned subdivision at 2428 H Road.

Currently 24 ¼ Rd, north of H Road is the access to my home and property. We had agreed with the previous designation of 1 home per 5 acres set up in the recent past. One home per acre would have less impact on us, but 4/acre would be excessive and create all of the issues previously stated. We live and work in the county for many positive reasons. It would have an impact on our current sod crop operations, established in 1999. We have lived and farmed here for many years.

Raedelle Mundy
High Country Sod Farms, Inc

Appleton zoning

Pat Page <PPage@pcpgj.com>

Sun 3/24/2019 6:29 PM

To: Katherine Portner <kathyp@gjcity.org>;

Kathy,

The Appleton area is special area with rural characteristics that would be degraded by high density housing.

I would request that any decision for a change in housing density be deferred until an updated master plan is completed.

I would further request that the residents of the area have ample input in that process.

Thanks for your consideration,

Patrick Page
827 Twenty five road

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Scott Peterson

From: Debbie Parko <dparko43@gmail.com>
Sent: Wednesday, March 20, 2019 7:16 PM
To: Scott Peterson
Subject: Development of Proposed Property (2428 H Rd.) Appleton area.

To: Scott at The City Planning Commission,

As home owners in the Appleton area who live less than 1\4 of a mile away from the 2428 H Rd. (The Old High Country Sod Farm), we are Very Opposed to this form of Development and against the Density Change to R4, and the possibility of an Annexation to our Property as well as all Farm Land properties containing several different types and sizes of farm animals into the City Limits.

The amount of homes that this Land Owner is potentially considering to put on an acre of land is Absolutely Ridiculous! and it should be reduced to 1 unit or home per acre of land.

Thank You for considering our deepest concerns and opinions for our Farming Community in Appleton.

Terry and Debbie Parko
2411 H Road
Grand Jct. Co. 81505

Fw: Potential subdivision on H Road

Lynette Richardson <richardsonranch21@yahoo.com>

Tue 3/19/2019 7:49 AM

To: Katherine Portner <kathyp@gjcity.org>;

Cc: cynthia.komlo@gmail.com <cynthia.komlo@gmail.com>;

Hi Kathy

Since Scott is out on vacation I thought I would send this (my email to him below) to you. I think I remember that you were at this meeting of the north area that I speak of.

Thank you for caring and doing the right thing. As I recall you were very supportive of sensitive and well thought out development.

When there is great density and the developer is not held accountable for schools, side walks, fire protection and puts up very unattractive units (I should say ugly as down on 25 Road near the Tillman Bishop school) then it engages the public.

Sincerely, Lynette Richardson

----- Forwarded Message -----

From: Lynette Richardson <richardsonranch21@yahoo.com>

To: scottp@gjcity.org <scottp@gjcity.org>

Cc: "cynthia.komlo@gmail.com" <cynthia.komlo@gmail.com>

Sent: Monday, March 18, 2019, 10:36:12 AM MDT

Subject: Potential subdivision on H Road

FYI (Scott P) and planning Dept.

As you know I live way north of J and 25 on our ranch which we donated to the the Mesa Land Trust. We did this to prevent a future subdivision and it would continue in agriculture and livestock.

I remember many years ago everyone north of H Road went to neighborhood gatherings with the planning department and it was voted to only allow 5 to 20 acre plots. Soon after, one of my neighbors decided to subdivide 20 acres into 8 lots. I tried everything to protest this semi-secret act and finally hired my lawyer son-in-law to take over. It is now in 4 lots (5 acres each) which is the best we could do. A few have horses and some even raise hay.

Lynette Richardson
21st Century Health Technologies

Scott Peterson

From: Lynette Richardson <richardsonranch21@yahoo.com>
Sent: Monday, March 18, 2019 10:36 AM
To: Scott Peterson
Cc: cynthia.komlo@gmail.com
Subject: Potential subdivision on H Road

FYI (Scott P) and planning Dept.

As you know I live way north of J and 25 on our ranch which we donated to the the Mesa Land Trust. We did this to prevent a future subdivision and it would continue in agriculture and livestock.

I remember many years ago everyone north of H Road went to neighborhood gatherings with the planning department and it was voted to only allow 5 to 20 acre plots . Soon after, one of my neighbors decided to subdivide 20 acres into 8 lots. I tried everything to protest this semi- secret act and finally hired my lawyer son-in-law to take over. It is now in 4 lots (5 acres each) which is the best we could do. A few have horses and some even raise hay.

Lynette Richardson
21st Century Health Technologies
970-245-8805 (home)
970-261-5100 (cell)
richardsonranch21@yahoo.com (e-mail)
www.nikken.com/richardson (website)

If you wish to understand the secrets of the universe,
think of energy, frequency and vibration.

Nikola Tesla

Scott Peterson

From: Fran Sloatman <fsloatman@hotmail.com>
Sent: Tuesday, March 26, 2019 9:36 AM
To: Scott Peterson; Katherine Portner
Cc: Tom Harding
Subject: Meeting tonight regarding Project 22019-37, 2428 H ROAD

March 26, 2019

Scott and Kathy,

I do not want to see the zoning changed on this piece of property to R-4. The zoning was changed recently in the area from 1 dwelling per 2 acres to 1 dwelling per 1 acre. Greystone Estates was developed under the 1 dwelling per 1 acre and it sold out quickly. We love the character of the north area and don't want it changed.

I am not opposed to development, but I am strongly opposed to increasing the density in the area.

Sincerely,

Fran Sloatman

2489 Red Peach Ct

Grand Junction, CO 81505

Scott Peterson

From: rodney@scottymuffler.com
Sent: Tuesday, March 26, 2019 8:28 AM
To: Scott Peterson
Subject: 2428 H Road project

Scott Peterson,

My name is Rodney K. Snider and I own the property at 805 25 Road. I have lived at this address for 25 years now. I am very concerned about the density of the sod farm project. The 25 Road corridor has become very congested heading south into town with the addition of other subdivisions over the past years. It has been my understanding the East Appleton area was to remain larger plots and the higher density does not fit this plan. With that being said, the plan must be changing if you are considering approval of this project. Please accept this as my disapproval. I am of the opinion that this project does not fit the area and will have a negative impact on my property as well as others in the North area.

Thank you for your consideration,
Rodney K Snider
805 25 Road
Grand Junction, Co 81505
rodney@scottymuffler.com

Scott Peterson

From: Summre Steury <summre.steury@gmail.com>
Sent: Monday, March 18, 2019 6:02 PM
To: Scott Peterson
Cc: Samuel Steury; Cynthia Komlo; bfuoco@fuocomotors.com
Subject: Maverick Estates Subdivision

Hello,

I live at 841 25 Rd and have recently learned of a neighborhood being built where I live. I wanted to voice that I am adamantly against the proposed annexation of 2428 H Road.

My family and I moved to this area so that we could enjoy wildlife and quiet country life away from noise and traffic. I run almost daily on 24 1/2 road. That road cannot withstand the congestion of 68 new families. It would destroy the life that my neighbors and I enjoy. It would also reduce the appeal to prospective residents of Grand Junction. There should be a location in this great city where prospective residents can still find the great wide open for which Colorado is so famous...the reason why people move to Colorado.

PLEASE reconsider this. There are many locations where these neighborhoods can be built. The lots in this area are 5-20 acres and should remain so. I understand that there has been serious effort to maintain this in the past by Deedee Mayer and others. Please don't ruin the beauty of this area. There is already so little of it left. We want to have a place to attract future residents as well as maintain the little agricultural and wildlife land left in Grand Junction.

This would be a HUGE mistake and loss for our beautiful town. Don't cheapen it.

Thank you for your consideration. I will be at the meeting on March 26 and look forward to the discussion and open minds.

Summre Steury and Sam Steury, MD
970-697-1106
970-683-1122 (cell)

2428 H road changes

Matthew Swelstad <swelstad13@gmail.com>

Tue 3/26/2019 5:05 PM

To: Katherine Portner <kathyp@gjcity.org>;

Kathy,

Thank you for your time today answering my questions regarding the 2428 H road development/changes.

My wife and I would like to be clear, that we r NOT in favor of the property being developed with 4 houses per acre. At a minimum, please consider the lower option of 2 houses per acre. This area is rural. It has a rural feel. Adding higher density will change the character. Why change the character of the area for the benefits of people who do not live here?

Please keep in mind there is a dangerous intersection at 24 1/2 road and H that would need additional changes to safely handle the traffic increase. We recognize u recently made some upgrades which we support but we believe they will be insufficient if traffic increases.

Thank you for considering this concerns,

Matthew and Katherine Swelstad
894 24 1/2 road

Sent from my iPhone

Scott Peterson

From: Shiloh White <fantacryter@gmail.com>
Sent: Tuesday, March 26, 2019 5:48 AM
To: Scott Peterson
Subject: Project 2019-37 (Proposed Development of 2428 H Rd)

To Whom It May Concern:

This is not the first time we have been in this position with the city council and county commissioners. The majority of residents in our area have asked, stated, written, *begged* this council to please, once and for all, stop trying to rezone our neighborhood to allow higher density housing developments to be built. This has been happening for so long that we have residents who scour the newspapers watching for the slightest hint that there is going to be another inconveniently timed meeting hidden in the schedule. In fact, tonight's meeting is the first one that I can remember not being in the middle of the afternoon. I have always taken time off of work to make sure I can attend, though it is my bad luck that I am out of town for this particular one.

You have expressed amazement in the past at the level of community involvement when it comes to this particular issue and that surprises us. We have done our very best to make it clear that we care what happens to our area, that we are fighting for our homes. And make no mistake; we are fighting for our homes. Our homes, our land, our right to live outside the city as we chose to do when we moved to the area. It is nothing personal against Grand Junction – in fact, one of the draws of living in our area is that we are so close to the city. However, the biggest reason people decide to live in our neighborhood is that there is room to breathe. I can build my house how I want and have land; I can have animals on that land without worrying about city regulations, which this rezoning would change.

We have mentioned in the past, in fact, had it continually shoved in our faces, that the city planners have been counting on annexing our neighborhoods for years as part of their plan for city growth. In return, we have pointed out areas of city land that developers aren't using, or even county land that wouldn't terribly affect current residents if it were to be annexed. And yet, the city planners, and even a city council member hold tightly to this plan as though it were set in stone. Why are the city planners so dead set on ruining our homes? Again and again, we have proclaimed, "Develop the land! Build your houses! But keep the zoning as it is! Keep it at one to five acres per house; do not change it so the developers can build two to four to eight houses per acre, because no matter what they say, they will always build as many houses as they can. Keep us in the county, because we do not want to be part of the city!"

Again and again, we have raised our concerns about infrastructure; our current issues with traffic are harrowing enough with two churches and a school on the city side of the bridge – you want us to be fine with a massive increase in population on the county side? What about those of us with livestock, or who rent our fields to people with livestock? What do you propose we do if we are rezoned and our herds do not fit within the city's regulations? Will you be making up the difference in our loss of income? Are we to be forced to change everything about the way we live and have lived just so some developer can make more money?

Today it is the old sod farm; tomorrow it is the Peach's old corn field. Then it is every farm, field, and parcel of land that the planners and developers can get their hands on. We don't mind new neighbors, but keep the numbers contained. Keep our zoning the same so that the people moving into our area are people that share our values and prefer to live the same way that we do – with space between our houses. This proposal terribly affects those of us already living on this land; our property values, our agricultural pursuits, the very peace we enjoy by living on the outskirts of the city, all of this is what the city planners and developers would rip away from us in the name of "progress".

Please, commissioners. Do what we depend on you to do. Represent the majority opinion of the constituents that put you in office. Vote against this rezoning plan. Put your foot down and tell the developers that they need to be happy with what they have. Tell the city planners that they need to look elsewhere to expand their borders.

The city planners would have you believe this is necessary. It is not. The developers would have you believe this is wanted. It is not. Please, vote against this rezoning and find a way to make it stick so that we are not back in this same place next year. We are counting on you and I am begging you, stop trying to destroy our homes. Support us as we have supported you and stand with us against the developers' greed.

Thank you.

Shiloh White
781 24 1/2 Rd

H Road

rwilcox555@aol.com

Thu 3/21/2019 12:55 PM

To: Katherine Portner <kathyp@gjcity.org>;

Kathy,

I am opposed to any increase in housing density that the owner has proposed on his property on H Road by going into the city of Grand Junction. My wife and I moved into our home 27 years ago because we wanted to be in the country. When we moved here the zoning was one house per five acres. That was later changed to one house per two acres and then one house per one acre. The owner of this land is only thinking of the abnormal profit that he can get by making his land into such high density and has no consideration of what his neighbors think or want. Please do not approve his request for annexation if it means increased houses per acre. We love Grand Junction but still would like to remain in a country setting.

Sincerely,

Robert J. Wilcox
848 24 1/2 Road
Grand Junction

Scott Peterson

From: rwilcox555@aol.com
Sent: Thursday, March 21, 2019 12:27 PM
To: Scott Peterson
Subject: H Road

Scott,

My wife and I moved into our house 27 years ago because we wanted to live in the country. At that time the zoning was one house per five acres. . Later it became one house per two acres and then one house per acre. Please, we do not want this trend to continue. I am 83 years old and do not want to be moved into a crowded neighborhood. Please do not annex the property on H Road. The owner only wants to gain an abnormal amount of profit on his land with no consideration for his neighbors. I am sure that Grand Junction would like to expand but please only expand in an area where the whole neighborhood is receptive to the expansion.

Sincerely,

Robert J. Wilcox
848 24 1/2 Road
Grand Junction

21 March 2019

City of Grand Junction Planning Department

RE: Development 2019-37
Maverick Estates Subdivision
Zone of Annexation: approx 2428 H Road

Dear Planning Commission and City Council members:

I encourage you to **decline** the Maverick Estates Zone of Annexation.

Why decline this request? This annexation would lead to the likely urban density of 4 units/acre which is not congruent with the largely established and long history of large parcel residential and semi-rural land use in the area. I speak **generally of the area from about 24½ Road to 26 Road and from the South side of H Road to across the North side of I Road.**

This area of Mesa County is **substantially established with mostly 5-8 acre parcels** and the occasional 2 acre or 10+ acre parcel, **developed slowly and specifically as a large parcel area, starting in the late 1970s.** This proposed annexation, intermixing of urban densities, would begin to **disrupt** this area of **quality planned growth that the residents and the County have been diligently establishing for 40 years.** I personally have lived in the area for 30 years and have been involved in most all the land use input for that period.

While it may be tempting to simply view this as the city growing in generally concentric circles in a standardized pattern, there is really no practical place to go with urbanization, as **the area of the subject annexation runs immediately into these established large residential parcels on rolling hills that would not be developed in a normal urban development pattern,** as would some of the flatter farmlands in the NW, NE, and South greater metro GJ area. Further, I suggest that this annexation is not necessary to meet the growth needs of the community, but would rather **leave a contradiction to the quality planned growth that has been there for decades.**

Safety: I would like to point out two safety issues with the proposed dramatic increase in densities that relate to 24.5 Road, maybe the most likely used route into the heart of the city by the future residents of this subdivision:

Very poor **visibility** northbound and eastbound with the large house close to the road on the SW corner of 24.5 and H Roads. This intersection will be heavily used with this proposed increased density.

There is a very narrow **I-70 bridge** with steep inclines on all for directions. The approaching vehicle cannot be seen until nearing the top of the bridge. There are seeming 45 degree banks on each side, very close to the traffic line. It is a very primitive designed bridge built for occasional farm traffic with curbs that are amazingly close to the tire path. Assuming development standards of 10 one-way trips per day per house, this would add 680 trips to the area, with many/most using this 24.5 Road feeder back to town. I doubt any government has the funds to replace or improve this bridge to urban safety standards. I suspect the bridge is there to stay for decades, but increased densities will only increase the risk at this bridge.

Sincerely,



Dave Zollner
2562 H Road
GJ CO 81505
dzollner@gvii.net

GRAND JUNCTION PLANNING COMMISSION
March 26, 2019 MINUTES
6:10 p.m.

The meeting of the Planning Commission was called to order at 6:10 p.m. by Chair Reece.

Those present were Planning Commissioners; Bill Wade, George Gatseos, and Kathy Deppe, Sam Susuras, Keith Ehlers and Andrew Teske.

Also present were Community Development Department - Tamra Allen, (Community Development Director), and Kathy Portner (Community Services Manager) and Andrew Gingerich, (Associate Planner).

Deputy City Attorney Jamie Beard and Secretary Lydia Reynolds.

There were approximately 90 citizens in attendance during the meeting.

1. Minutes of Previous Meetings

The Planning Commission reviewed the meeting minutes from the February 26, 2019 meeting.

Chair Reece asked for a motion to approve the minutes. Commissioner Wade moved to approve the minutes. Commissioner Gatseos seconded the motion.

The motion passed unanimously by a vote of 7-0.

2. Horizon Drive BID Trail Network Plan – CONTINUED TO THE April 23, 2019 Planning Commission Hearing FILE # ANX-2018-781

Consider a request to amend the Comprehensive Plan to include the Horizon Drive Business Improvement District (BID) Trail Network Plan as part of the Grand Junction Circulation Plan.

This item was continued to April 23, 2019.

3. Maverik Estates Zone of Annexation FILE# ANX-2019-37

Consider a request to zone 17.71 +/- acres from County AFT (Agricultural, Forestry, Transitional) to a City R-4 (Residential - 4 du/ac) zone district in anticipation of future residential subdivision development.

Staff Presentation

Kathy Portner, (Community Services Manager) gave a PowerPoint presentation of the proposed annexation.

Commissioner Questions

Commissioner Wade asked if there was a requirement for public notice for the Persigo Agreement.

Commissioner Susuras asked what the cost of the new housing would be or if it would be low-income housing. Ms. Portner explained that this is a zone of annexation request and that information is not known at this stage.

Applicant Presentation

Richard Livingston stated he was present to represent the applicant. Mr. Livingston stated that change occurs in communities and it is expected. Mr. Livingston added that the code and plans do not allow him to speak to the details of the proposed development, but he must address only the zone of annexation. Mr. Livingston stated that the next step would be to submit a subdivision application. Mr. Livingston stated that the requested R-4 is consistent with the future land use plans for Grand Junction.

Questions for Applicant

Commissioner Gatseos asked if the applicant was aware of the opposition to this zone and if so, what have they done to address those concerns.

Mr. Livingston noted that they started with the appropriate zone district for that site. Mr. Livingston stated that the market will dictate development, so even if they get the zone district of R-4, the development may not happen.

Public Comment

Bob Fuoco stated he was representing several neighbors. Mr. Fuoco presented slides of the site, housing types and Mr. Fuoco stated that they would like to see RE or R1 zoning for this site. Mr. Fuoco asked why the City doesn't wait until the new Master Plan is done.

Commissioner Wade noted that the Future Land Use Master Planning will take 18 months and development will not stop during that time.

Mr. Ross stated he was speaking as an educator, parent and represented a core group of neighbors and expressed concerns about the impact on the schools.

Commissioner Ehlers noted that saying no to everything will not work. Mr. Ross asked for 1 unit per acres

Diane Gallegos stated she was representing about 12 neighbors. Ms. Gallegos stated that they do not want track homes. Ms. Gallegos stated that the developer knew the neighborhood did not want R-4 and they want to see R-1. Ms. Gallegos noted that there had been instances in the area that were downzoned even though the Comprehensive Plan had shown more intense zoning.

Cynthia Klamo stated that she moved to Grand Junction in 1981. Ms. Klamo stated that she enjoys the natural space in the area. Ms. Klamo asked if Maverick owns the entrance

to the site. Ms. Klamo addressed her concerns about traffic and emergency response times. Ms. Klamo stated she was speaking for three neighbors.

Lenona Wyatt stated that her property borders the site and she was representing a neighbor as well. Ms. Watt stated that if the area is built out as planned they would need more police and higher fences. Ms. Watt addressed concerns about irrigation water, buffering and the schools.

Jane White stated her family runs a small cattle ranch and has been there 51 years. Ms. White noted that there is not enough lighting, sidewalks or trails in the new subdivisions in the area. Ms. White stated that there is a lot of traffic off of 25 Rd. and between F and H Rds. headed to the desert. Ms. White stated that she has concerns about the amount of people that recreate in the desert.

Patrick Page stated that he has concerns about the wildlife in the area. Dr. Page stated he grew up in downtown Grand Junction and now lives in the Appleton area. Dr. Page was concerned about the precedence that this density will set for the area.

Dave Zolner stated that the density does not fit the area. Mr. Zolner was concerned about the traffic capacity for the bridge.

Marcus Costopolous expressed concern about additional development that this may trigger. Mr. Costopolous felt that the R-1 zoning would be more appropriate. Mr. Costopolous stated that in this day and age, public notification should be improved.

Jorden Leigh referred to the site map and pointed out a couple features that he felt was not correct.

Karen Keeter was concerned about the amount of traffic that this density will generate. Ms. Keeter stated that she grows hay and has animals and was concerned that new neighbors will complain.

Steve Hillard stated he moved here recently to enjoy a certain quality of life. Mr. Hillard stated he would like the project tabled until after the Comprehensive Plan is completed or see R-1 zoning density.

Glen Gallegos did not feel the project belongs at this location. Mr. Gallegos was concerned about government overreach.

Ron Abeloe stated that he supported the density and he understands that R-4 is a maximum and once streets and other features are laid out the density goes down. Mr. Abeloe has property that he plans to develop and wants to make sure his rights are protected as well. Mr. Abeloe noted that development needs to be thoughtful, however, more density is needed to urbanize the area.

Commissioner Gatseos asked if R-1 is not reasonable. Mr. Abaloe stated that more density is needed to make the necessary improvements.

Bret Probreke noted that he lives in the Appleton area and asked the Commission to recognize that the majority of the neighbors do not want an R-4 density.

Ms. Chizel was concerned about the schools, emergency services and the bridge.

Mr. Fuoco asked if Mr. Abeloe was a resident of the Appleton area as he claimed.

Applicant Rebuttal

Mr. Livingston noted that North Ave. used to be the northern border. Over the years, properties changed from rural to urban and most likely neighbors were upset at the time. Mr. Livingston noted that the only thing constant is change.

Commissioner Discussion

Commissioner Gatseos appealed to the public present to participate in the Comprehensive Planning process. Commissioner Gatseos reminded the audience that they are not the final say for the zoning, the City Council will decide.

Commissioner Deppe stated that she has been out to the site and does not feel that R-4 is appropriate. Commissioner Deppe felt there is a market for larger parcels. Commissioner Deppe noted that she will be voting no tonight.

Commissioner Wade commented that there are school plans, infrastructure plans and other plans that are in place. Commissioner Wade reminded the audience that their duty is to make sure the criteria in the code is met and if it complies with the Comprehensive Plan. Commissioner Wade stated that he personally feels that this is not a good fit, however, it does comply with the evaluation criteria.

Commissioner Susuras stated that the proposed zoning meets the criteria and he will vote in favor of the project.

Commissioner Teske asked Commissioner Deppe why she would vote no if it meets the criteria. Commissioner Deppe stated that just because it looks one way on paper, does not make it right.

Commissioner Ehlers complimented the audience on their civility. Commissioner Ehlers noted that there are constraints on many of the properties in the area to allow for the recommended density. Commissioner Ehlers was concerned about urban sprawl and the costs of extending infrastructure. Commissioner Ehlers encouraged a diverse range of housing. Commissioner Ehlers stated that he looks at the whole city and if it is right for the community.

Chairman Reece stated that putting R-4 next to agriculture is not buffering. Chairman

Reece stated that this is not feathering out as the Comprehensive Plan intended. Chairman Reece stated that there are no balanced transportation types other than having to drive on the road. Chairman Reece stated she is not in favor of this density.

Commissioner Ehlers asked Ms. Portner about the buffering. The maximum density required at R-4 allows for larger lots and subdivision is 4 units per acre.

Chairman Reece stated that she did a Zillow search for ½ acre lots (with or without homes built) and there were none.

Commissioner Gatseos stated that he felt the item should go to a vote and send it on to City Council.

Commissioner Deppe stated that she is concerned with the criteria #2 that the services are not there as the staff report had indicated.

Motion and Vote

Commissioner Ehlers made the following motion: Madam Chairman, on the Zone of Annexation for the Maverick Estates Annexation to R-4 (Residential – 4 du/ac), file number ANX-2019-37, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report. Commissioner Susuras seconded the motion.

The motion carried by a vote of 5-2.

4. Corner Square Pod G ODP Amendment

FILE #PLD-2019-84

Consider a request to amend a Planned Development 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 and modify the phasing schedule.

Staff Presentation

Ms. Portner presented the request. Commissioner Ehlers asked if the building increase was just for assisted living. Ms. Portner responded that it was.

Applicant Presentation

Ted Ciavonne, representing the applicant, stated that this was a request to allow for an assisted living center that needs a larger footprint.

Public Comment

Penny Frankhouser stated that nothing in this Planned Development has gone as planned. Ms. Frankhouser asked if this assisted living was market tested.

Commissioner Ehlers asked what she didn't like about the proposal. Ms. Frankhouser expressed concern about building without a plan and that other buildings have vacancies.

Applicant Response

Mr. Ciavonne noted that the project started in 2007 and he is not aware of all the changes Ms. Frankhouser spoke of. Mr. Ciavonne feels the plan has followed the original plan over 12 years however there were some changes made due to the market.

Motion and Vote

Commissioner Gatseos made the following motion: Madam Chairman, on the request to approve the request for a Planned Development ODP amendment as presented in file PLD-2019-84, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report. Commissioner Susuras seconded the motion.

The motion passed unanimously by a vote of 7-0.

5. The Riverfront at Dos Rios Rezone to PD and ODP FILE #PLD-2019-115

Consider a request to approve a rezone to Planned Development and an Outline Development Plan for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

Staff Presentation

Ms. Portner presented the request.

Questions for Staff

Chairman Reece noticed that some of the uses were somewhat intense and questioned if they were compatible. Ms. Portner stated that there are design standards required as well as a road separation.

Public Comments

Jen Taylor expressed support for the development of this area and recognized the cultural and historic neighborhood.

Commissioner Discussion

Commissioner Wade stated that the community would be more vibrant with this development.

Commissioner Gatseos noted that this is a perfect example of good development.

Motion and Vote

Commissioner Wade made the following motion: Madam Chairman, on the Rezone to Planned Development (PD) with a BP (Business Park) default zone district and an Outline Development Plan for a mixed use development, file number PLD-2019-115, I move that the Planning Commission forward a recommendation of approval to City with the findings of fact listed in the staff report. Commissioner Susuras seconded the motion.

The motion passed unanimously by a vote of 7-0.

6. Halls Estates Filing 4 Rezone

FILE #RZN-2018-774

Consider a request to rezone 5.12 acres from a City PD (Planned Development) zone district to a City R-12 (Residential - 12 DU/Acre) and a City R-16 (Residential - 16 DU/Acre) zone district.

Staff Presentation

Andrew Gingerich gave a PowerPoint presentation of the proposed rezone request.

Applicant Presentation

Jeffery Flemming stated he was representing the developer. Mr. Flemming gave a brief overview of the proposal.

Questions for Staff

Commissioner Wade asked about the comment regarding parking problems on F ¾. Mr. Gingerich stated he was made of aware of it through the public comment.

Motion and Vote

Commissioner Deppe made the following motion: Madam Chairman, on the Rezone request RZN-2018-774, I move that the Planning Commission forward a recommendation of approval for the Rezone of 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, with the findings of fact listed in the staff report. Commissioner Wade seconded the motion.

The motion passed unanimously by a vote of 7-0.

7. Daughtery Easement Vacation

FILE #VAC-2019-88

Consider a request to vacate a public easement, located at 2560 Corral Dr. which is no longer needed.

Staff Presentation

Andrew Gingerich presented the request.

Questions for Staff

Commissioner Gatseos asked about the 14-foot easement. Mr. Gingerich stated that was a city standard easement dedication.

Motion and Vote

Commissioner Gatseos made the following motion: Madam Chair, on the request to vacate a 10-foot wide public utility easement located on the property at 2560 Corral Drive, file number VAC-2019-88, I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report. Commissioner Susuras seconded the motion.

The motion passed unanimously by a vote of 7-0.

8. Impact Fees Text Amendment

FILE #ZCA-2019-116

Consider a Request to Amend the Zoning and Development Code concerning Infrastructure Standards, Transportation Capacity Payments Including Calculations Thereof, Credit and Approving Consumption-Based Calculation Methodologies.

Staff Presentation

Trent Prall, Public Works Director, presented the request on behalf of the City. Ms. Allen noted that impact fees for other components such as parks, administration etc are being considered and are part of a pending consultant's study. Ms. Allen stated that there has been public comment that requested that the item be tabled until the study of the other fees is done.

Questions for Staff

Commissioner Susuras asked if other fees were coming out. Mr. Prall stated that there is a June workshop that will address other fees. Commissioner Susuras asked if they considered a 4-year plan and why all the fees were not considered at the same time. Chairman Reece asked if a study was done to see if this increase will slow down development.

Commissioner Susuras asked if there was a review date as a result of this action to review to see if the city is losing construction business. Mr. Prall stated that it would be hard to separate the impact of one particular fee increase. Chairman Reece thought it was possible to use other communities that don't increase fees as benchmarks. Ms. Allen agreed with Mr. Prall that it would be difficult to compare to other communities.

Commissioner Ehlers asked if there were other options considered. Ms. Allen responded that the recommendations are based in a spirit of compromise. Ms. Allen stated that many options were considered.

Commissioner Gatseos asked how the roads would be effected if no increases were made. Mr. Prall explained the impact on the budget if no increases were made. Mr. Prall noted that the Riverside Parkway debt will be paid off in 2024 which was a major expansion project.

Commissioner Ehlers noted that road corridors have trails and other amenities that are costly.

Public Comments

Rebekah Scarrow stated that the Grand Junction Chamber of Commerce was present earlier and she was representing them as well. They recommend that all the fees are reviewed at the same time rather than this TCP fee now. Ms. Scarrow pointed out that the fees are not scheduled to increase until 2020, so waiting to review all the fees would be timely. Ms. Scarrow pointed out a few of the commercial fees that seemed extensive

and the market will need time to absorb that.

Steve Votilla stated that as a builder, he is not opposed to an increase, but he feels that it is fair not to raise the fees on projects in the works. The cost analysis was done with the expectation of certain fees.

Commissioner Teske asked if the “fee locking” feature was what he had a concern about. Mr. Votilla stated that he anticipated a certain amount of fees as he entered the project and he feels it is fair to allow those projects to be completed with the old schedule.

Kelly Maves stated she and her husband are both in the development business. Ms. Maves stated that there is already an affordability issue with the local wages and housing prices. Appraisals will not support this increase.

Shawna Grieger stated she is the Executive Director of the Western Colorado Contractors Association. Ms. Grieger asked the Commission to realize that the fees need to be looked at comprehensively. She would like to see a community task force to study the fees.

Commissioner Ehlers asked Ms. Grieger what she thinks the solution is. Ms. Grieger stated that the contractor would like to see an economy of scale. Commissioner Ehlers asked Ms. Grieger to provide that information. Ms. Grieger said she could provide some information however many contractors don't have the time to work on this and tax dollars support studies like this. Ms. Grieger asked for a minimum of a 4-year lead for increases.

Kevin Bray noted that he participated in a round table discussion and he sees the value of the increase, however there are benchmarks that projects have that need to be considered. Developers look for predictability in growth.

Michael Maves stated he agreed with Mr. Bray. Mr. Maves gave an overview of non-fee increases he is faced with that adds up to \$20,000 on a \$400,000 home. Mr. Maves stated that they are bumping up against appraisals.

Ron Abeloe reminded the Commission that the City takes 10% off the top. Mr. Abeloe stated that he develops entry level housing and the fees are a large line item in his budget. Mr. Abeloe would like to see a task force of industry professionals to evaluate the fee structure. Mr. Abeloe pointed out that affordable housing is important to a lot of people and maybe more important than some of the transportation improvements.

Jeffery Flemming gave an overview of all the fees that are required.

Commissioner Discussion

Commissioner Gatseos recommended that the item is tabled or go back to the drawing board. Chairman Reece said she has professional experience with the fees at a state level and that a statewide solution for transportation needs to be part of the consideration. Commissioner Wade agreed that it would be best to table the item. Commissioner Deppe stated that she has been involved in the development of 10 neighborhoods.

Commissioner Deppe expressed concern about having standing housing stock because of the costs. Commissioner Deppe commented that the item should be tabled.

Motion and Vote

Commissioner Wade made a motion to remand the item back to staff for additional information. Commissioner Susuras seconded the motion.

The motion passed unanimously by a vote of 7-0.

Item 9. Other Business

There was no other business.

Adjournment

The meeting was adjourned at 11:13 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE MAVERICK ESTATES ANNEXATION
TO R-4 (RESIDENTIAL – 4 DU/AC)**

LOCATED AT 2428 H ROAD

Recitals

The property owners have requested annexation of the 17.38-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 Maverick Estates Annexation to the R-4 (Residential – 4 du/ac) zone district, finding that it conforms with the designation of Residential Medium Low (2 – 4 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 district are in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning & Development Code.

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

MAVERICK ESTATES ANNEXATION

The following property be zoned R-4 (Residential – 4 du/ac).

LOT 1, VENEGAS MINOR SUBDIVISION NO 2 (RECEPTION NUMBER 1667028) IN THE SE1/4, SW1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE UTE MERIDIAN, MESA COUNTY, COLORADO.

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 #3.a.

Meeting Date: April 17, 2019

Presented By: Ken Watkins, Fire Chief, Jay Valentine, General Services Director

Department: Fire

Submitted By: Gus Hendricks, Deputy Fire Chief

Information

SUBJECT:

Purchase of Two Fire Pumper Trucks

RECOMMENDATION:

Staff recommends the sole source purchase of two fire pumper (engine) trucks.

EXECUTIVE SUMMARY:

This request is to authorize the sole source purchase of two (2) 2019 Pierce Enforcer Fire Pumper Trucks from Front Range Fire Apparatus of Frederick, Colorado in the amount of \$559,749 per pumper truck. Total cost of this purchase is \$1,119,498.

The first unit will replace an existing unit that is currently in reserve status in the City's fleet and at the end of its service life. The second unit is to add an additional fire engine to the fleet for the future Fire Station 6. Proceeds from the Mesa County Public Safety Tax will be budgeted through a supplemental appropriation for the purchase of this additional fire pumper truck and related equipment. The supplemental appropriation will be coming to City Council in a separate action.

Equipment (breathing air packs, hose, extrication tools, medical equipment, radios, computer, hand tools, etc.) for the additional fire engine is estimated at \$153,198 and will be purchased through separate vendors.

BACKGROUND OR DETAILED INFORMATION:

The purchase of the two fire pumper trucks will meet the department's need for firefighting operations by replacing an older unit and purchasing an engine for Fire

Station 6. These units will also help limit firefighter exposure to carcinogens produced during structure fires. The manufacturer was asked to quote a Compressed Air Foam System (CAFS) and a "Clean Cab" option to meet both of these needs. CAFS is a method by which a foam-producing agent and air are added to water, creating a far more effective tool to fight fires. All of the City's current pumper trucks have this option and is used extensively in fire operations. The Clean Cab option removes all small equipment (breathing air packs, personnel bunker gear, etc.) used on a fire incident from the cab of the truck into an exterior cabinet. Research has shown that after use in a fire, this equipment off-gasses toxic fumes until cleaned and decontaminated. The clean cab option reduces firefighter exposure to carcinogens produced during a fire and is an additional step in keeping our firefighters healthy and safe.

The fire department apparatus committee and representatives from the City's Fleet and Purchasing Divisions researched manufacturers for this purchase and Pierce was selected. Front Range Fire Apparatus offers a 2019 Pierce Enforcer custom pumper with CAFS and Clean Cab options and was selected as the best apparatus for this purchase. The Pierce pumper has a reliable CAFS system, robust Clean Cab essentials, and a short manufacture and delivery time.

FISCAL IMPACT:

Total cost of this purchase is \$1,119,498. The cost for each unit is \$559,749 and includes a savings of \$35,761 for each unit if pre-payment is made.

Funds for the replacement fire pumper truck are budgeted in the Fleet Replacement Fund. Proceeds from the Mesa County Public Safety Tax will be budgeted through supplemental appropriation for the purchase of the additional fire pumper truck and related equipment.

The estimated cost of equipment for the additional fire engine is \$153,198 and will be purchased through other vendors under the City Manager's purchasing authority.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Front Range Fire Apparatus of Frederick, Colorado for the purchase of two (2) 2019 Pierce Enforcer Fire Pumper Trucks in the amount of \$1,119,498.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: April 17, 2019

Presented By: Trent Prall, Public Works Director, Jay Valentine, General Services Director

Department: Public Works - Streets

Submitted By: Eric Mocko, Project Engineer

Information

SUBJECT:

Contract for Street Maintenance - 2019 Asphalt Overlay Project

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Oldcastle SW Group, Inc. dba United Companies (United Companies) of Grand Junction, CO for the 2019 Contract Street Maintenance - Asphalt Overlays Project in the amount of \$2,182,380.25

EXECUTIVE SUMMARY:

This construction contract includes the asphalt overlays, and a road widening for bike lanes on both S. Camp Road and Redlands Parkway, as part of this year's annual street maintenance program. This contract with United Companies, if approved, will overlay 8 roads at 21.3 lane miles, including the addition of 2.5 bike lane miles.

BACKGROUND OR DETAILED INFORMATION:

This year's total street maintenance program is funded at \$6.184 million, including \$5.384 million for outsourced contract work and \$800,000 for the materials necessary for the annual chipseal program applied by City street department crews.

Roads throughout the City have been rated for condition and an asset management program is used to determine the road and the treatment list for the annual program. This contract consists of resurfacing (overlying) City streets with up to two inches of new asphalt pavement based on the conditions of the existing streets. Work items

associated with the paving in this contract include milling of existing asphalt pavement where needed, leveling of failed sections of roadways, adjusting manhole lids and valve covers to grade, and placing shoulder gravel on roads that do not have curb and gutter. Some selected streets will also have sections of guardrail and concrete curb and gutter replaced ahead of the overlay, as needed, to facilitate the overlay construction. Additionally, S. Camp Road and Redlands Parkway will be widened to facilitate the inclusion of bike lanes.

This contract includes 69,380 square yards of asphalt milling, 16,106 tons of hot mix asphalt placement totaling 21.3 lane miles or 137,349 square yards of road surface. It also includes 2,405 linear feet of guardrail replacement and 400 linear feet of curb and gutter replacement.

The streets selected for this contract include:

1. Redlands Parkway – Colorado River Bridge to River Road Bridge - including ramps to River Road (Avg. PCI - 54)
2. S. Camp Rd. – S. Broadway to Rimrock Rd. (Avg. PCI - 49)
3. 9th St. – RR Crossing to Riverside Pkwy (Avg. PCI - 65)
4. 15th St. – D Rd. to Winters Ave. (Avg. PCI - 45)
5. 23 Rd. – Hwy 6&50 to G Rd. (Avg. PCI - 47)
6. 24 1/2 Rd. – Hwy 6&50 to Patterson Rd. (Avg. PCI - 64)
7. 27 Rd. – Crossroads to H Rd. (Avg. PCI - 69)
8. H Rd. – 26 1/2 Rd. to 17 1/4 Rd. (Avg. PCI - 68)

PCI ratings are from the 2014 survey and each have degraded approximately 5-10 additional points since then. The overlays will restore the streets to a PCI of high 80's to low 90's.

A formal Invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Two companies submitted formal bids, which were found to be responsive and responsible in the following amounts:

Firm	Location	Base Amount	Add Alt Amount
Elam Construction	Grand Junction, CO	\$2,459,927.25	\$13,580.00
United Companies	Grand Junction, CO	\$2,169,770.25	\$12,610.00

Bid alternates to include fiber into the asphalt on 9th St. and 15th St. have been evaluated. City of Grand Junction utilized fiber in asphalt in 2018 to help reduce cracking in similar trafficked areas, and has shown promising results over the past year. This bid alternate is proposed to be added to the contract bringing the total bid

proposed for award to \$2,182,380.25.

This project is scheduled to begin in early June with an expected final completion date of late August.

FISCAL IMPACT:

The funding for this project is budgeted in the Sales Tax Capital Improvement fund and the voter approved use of TABOR excess for street maintenance is detailed below.

Sources

Street Maintenance 3/4% Sales Tax CIP+Voter Approved funds	\$6,184,000
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Expenditures

<i>Construction Contract United Companies (incl Alternates)</i>	<u>\$2,182,380.25</u>
Remaining Budget	\$4,001,619.75

The remaining budget funds the City's chip seal project as well as separate contracts for alternative pavement preservation road treatments including High Density Mineral Bond and the reconstruction of 7th Street from Orchard Avenue to Patterson Road, smaller rehabilitation projects, and additional equipment including a distributor truck for the City's in-house chip seal program.

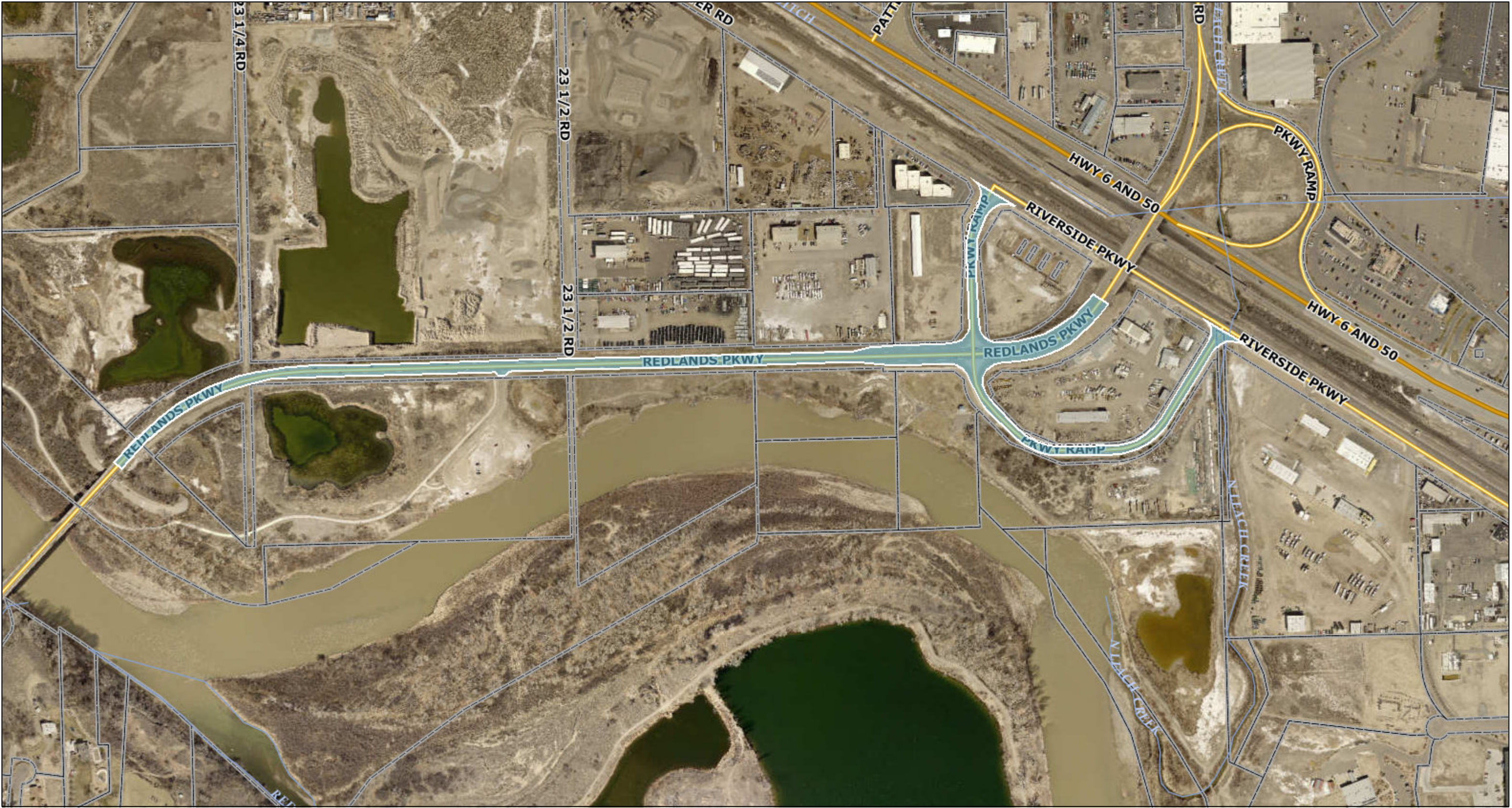
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with United Companies of Grand Junction, CO for the 2019 Contract Street Maintenance - Asphalt Overlays Project in the Amount of \$2,182,380.25.

Attachments

1. 2019 Contract Street Maintenance - Asphalt Overlay Extents

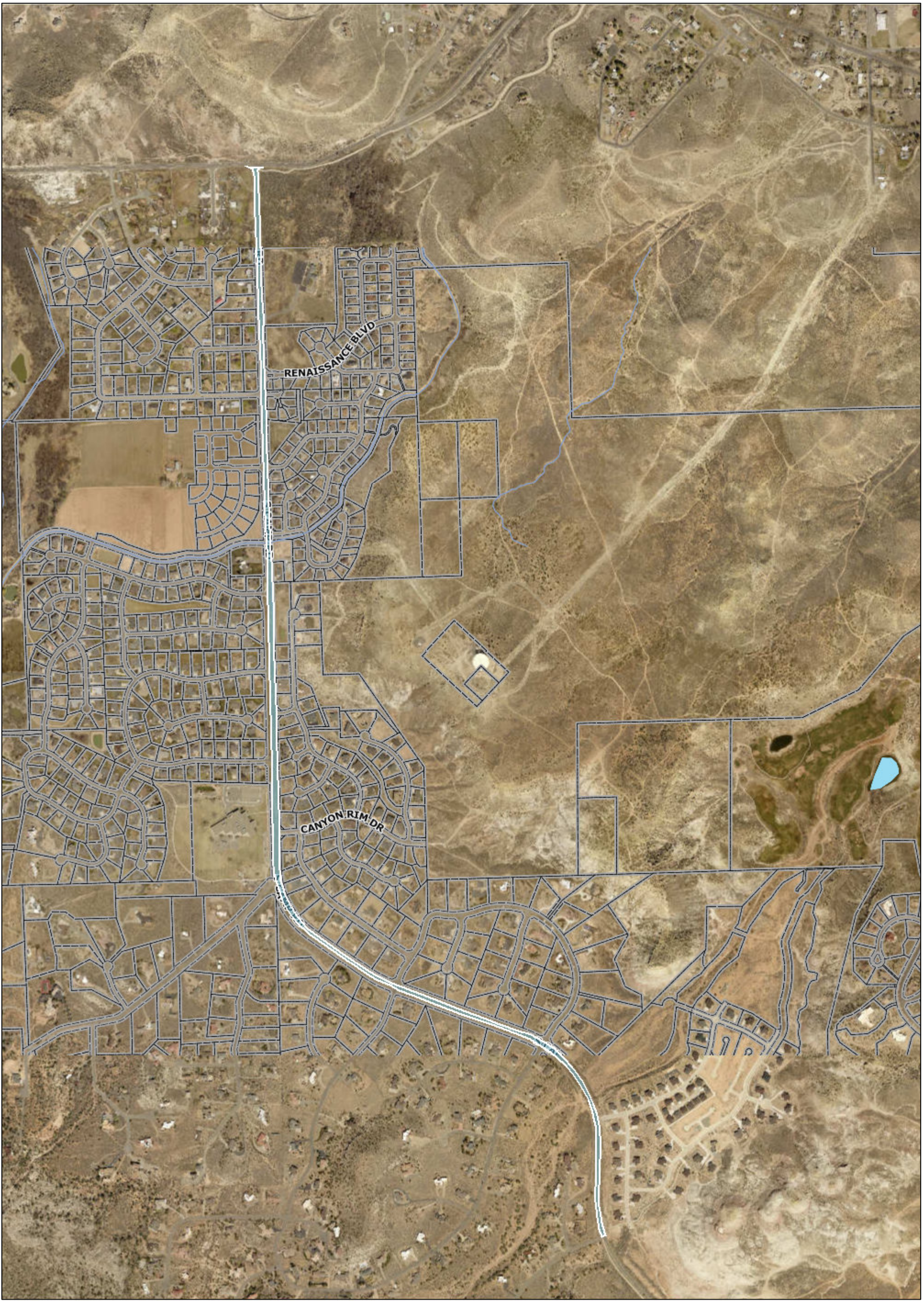
Redlands Parkway Extents



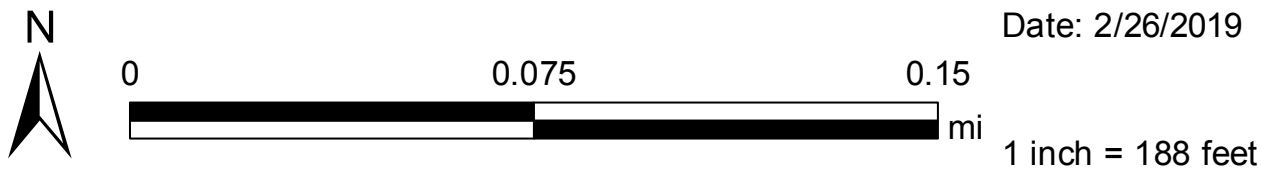
Date: 2/26/2019

1 inch = 376 feet

S. Camp Road Extents

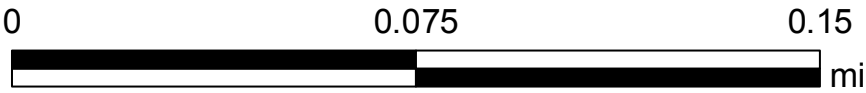


9th Street Extents



Date: 2/26/2019

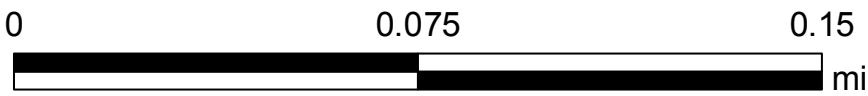
15th Street Extents



Date: 2/26/2019

1 inch = 188 feet

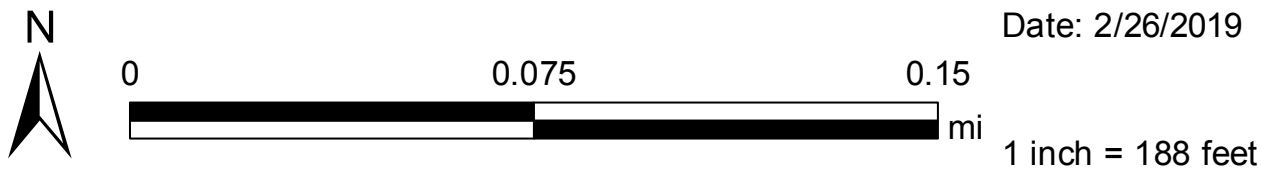
23 Rd Extents



Date: 2/26/2019

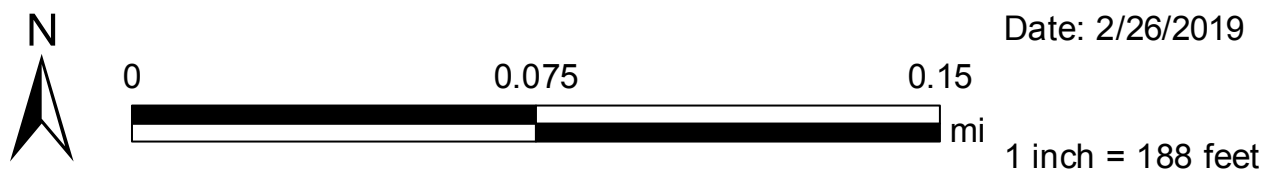
1 inch = 188 feet

24 1/2 Rd Extents



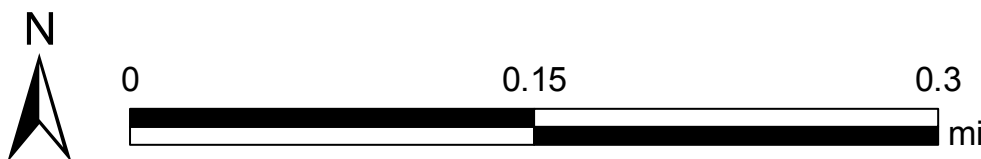
Date: 2/26/2019

27 Rd Extents



Date: 2/26/2019

H Rd Extents



Date: 2/26/2019

1 inch = 376 feet



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: April 17, 2019

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Brendan Hines, Project Engineer for Public Works

Information

SUBJECT:

Construction Contract for the Riverfront at Dos Rios Business Park Phase I Project

RECOMMENDATION:

Authorize the City Purchasing Division to Execute a Construction Contract with Dirt Works Construction, LLC for the Construction of The Riverfront at Dos Rios Business Park Phase I Project IFB-4616-19-DH, in the amount of \$394,931.35

EXECUTIVE SUMMARY:

The Riverfront at Dos Rios Business Park Phase I primarily consists of the construction of approximately 400 lineal feet of new roadway, called Dos Rios Way. Scope of work includes sidewalk, curb and gutter along with sewer, water storm drain facilities as well as dry utilities within a joint trench including gas, electric, fiber, cable, and phone.

BACKGROUND OR DETAILED INFORMATION:

This project will construct the primary south entrance (Phase I), of what will become the greater Riverfront at Dos Rios Business Park (Phase II) Project, scheduled to begin in the spring of 2020. Dos Rios Way will be upgraded from the temporary milled asphalt surface to an urban commercial street complete with curb, gutter and sidewalk. This will be the primary route through Dos Rios Phase II development. Eventually, Riverside Park Drive will be eliminated when Dos Rios Way is extended north, to its intersection with Hale Avenue, as part of Dos Rios Phase II.

Pending Council approval, the project is anticipated to take approximately 3 months. Assuming an early May construction start date, the project should be completed by early August.

A formal invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitation), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in the Daily Sentinel. Five companies submitted formal bids, which were found to be responsive and responsible in the following amounts:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID SCHED. COST</u>
Dirtworks Construction, LLC	Fruita, CO	\$394,931.35
Mountain Valley Contracting, Inc.	Grand Junction, CO	\$408,607.05
Sorter Construction, Inc.	Grand Junction, CO	\$425,000.00
CW Construction, LLC	Loma, CO	\$512,242.15
Oldcastle SW Group, Inc. dba United Companies	Grand Junction, CO	\$623,630.00

FISCAL IMPACT:

The 3/4 Cent Capital Improvement Program Fund (201) has \$400,000 budgeted for this roadway construction project as part of the 2019 recommended capital improvements.

Project Costs:

Construction Contract Amount – Dirtworks Construction, LLC =	\$394,931.35
Construction Testing (est.) =	\$5,000.00
Total Project Costs =	\$399,931.35

SUGGESTED MOTION:

I move to (authorize/not authorize) the Purchasing Division to enter into a contract with Dirt Works Construction, LLC for the construction of the Riverfront at Dos Rios Business Park Phase I Project in the amount of \$394,931.35.

Attachments

1. Dos Rios Phase I Exhibit



Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: April 17, 2019

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Orchard Avenue Street Reconstruction Contract Award and Mesa County Memorandum of Understanding Amendment #1

RECOMMENDATION:

Staff recommends the Mesa County Public Works Division execute a construction contract with United Companies for the Orchard Ave Street Reconstruction Project between Normandy and 29 Road in the amount of \$2,115,283 and amend an April 4, 2018 Memorandum of Understanding with Mesa County to reflect actual estimated costs.

EXECUTIVE SUMMARY:

In partnership with Mesa County, this project reconstructs a 0.4-mile segment of Orchard Avenue with a complete street providing space for vehicles, bicyclists, and pedestrians. A major walking route for students at Nisley Elementary and Bookcliff Middle School, curb, gutter, sidewalks, bike lanes, street lights and crosswalks will all be added to the corridor. The project is being led by Mesa County. The total construction project cost is \$2,115,283. The City share for the project is \$1,222,353 and is funded by Transportation Capacity Payment Fund (\$719,930) as well as Water Fund (\$311,547) and Sewer Fund (\$190,875). Final completion is scheduled for September 2019.

BACKGROUND OR DETAILED INFORMATION:

This project will reconstruct the 0.40 mile reach of Orchard Ave between Normandy and 29 Road. As part of this project 1140 feet of irrigation, 2350 feet of water lines, and 2020 feet of sewer lines will be replaced. 1760 feet of storm drains will be added.

When completed the project will provide separate space for pedestrians, bicyclists, through traffic as well as turning vehicles. Crosswalks will be added at key locations as well as street light upgrades.

Mesa County is leading the project as defined in the Memorandum of Understanding signed April 4, 2018 and as amended in Amendment #1 proposed herein.

A formal Invitation for Bids was posted on the Mesa County Public Works website and advertised in The Daily Sentinel. Two companies submitted formal bids, of which one was found to be responsive and responsible in the following amount:

Firm	Location	Bid
Mountain Valley Construction	Grand Junction, CO	\$2,304,681.25
United Companies	Grand Junction, CO	\$2,115,283.00

FISCAL IMPACT:

The City's portion of the project is funded through the Transportation Capacity Payment (Fund 207), Water (Fund 301), and Sewer (Fund 902). In each of the respective sources, funds have been budgeted for this work.

The below chart outlines the cost sharing for the project and reflects the City's previous investments in two Safe Routes to School (SRTS) projects that reduced the overall cost of the reconstruction.

In 2014 the City constructed a Safe Routes to School (SRTS) Project with local funds to replace irrigation facilities and construct sidewalk on the south side of Orchard from Normandy to 28 3/4 Road in the amount of \$93,000. In 2019 the City constructed a Safe Routes to School Project with local funds to replace irrigation facilities and construct sidewalk on the south side of Orchard from Melody Lane to 29 Road in the amount of \$80,000. Total amount of City's previous investment was \$173,000 and is reflected in the 50/50 cost apportionment of the street reconstruction costs. City sewer and water utilities will pay 100% of their respective costs.

Element	Project Funds	City share	County share
Design Contract	\$110,900	\$55,450	\$55,450
Street Construction Contract	\$1,612,860		
Previous City SRTS Work	\$173,000		
Total to be split 50/50	\$1,896,760	\$948,380	\$948,380
Previous Payments	\$283,900	\$228,450	\$55,450
Remaining	\$1,612,860	\$719,930	\$892,930
City Water	\$311,547	\$311,547	
City Sewer	\$190,875	\$190,875	
TOTAL PROJECT without Right of Way	\$2,399,183	\$1,450,803	\$948,380
Construction Contract (this item)	\$2,115,283	\$1,222,353	\$892,930

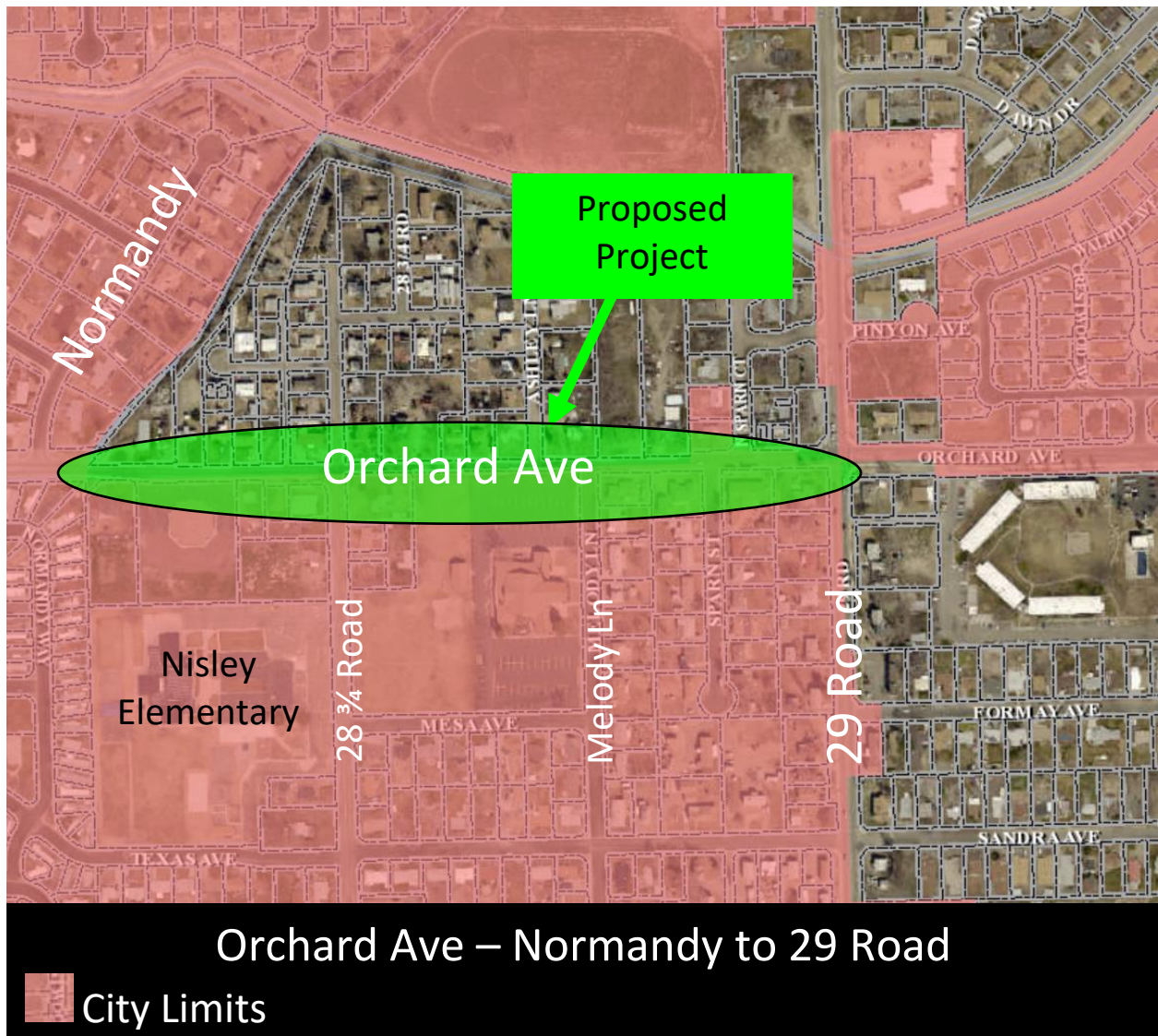
More succinctly, the Construction Contract including water and sewer (\$2,115,283) plus design (\$110,900) plus previous City investment of Safe Routes to School projects (\$173,000) calculate to a Total Project Cost (without Right of Way) of \$2,399,183. Per the MOU, each entity was to acquire the right-of-way within its respective jurisdiction at its expense and is not considered shared Project costs.

SUGGESTED MOTION:

I move to (authorize/not authorize) the Mesa County Public Works Department to enter into a contract with United Companies of Grand Junction, CO for the Orchard Ave Street Reconstruction between Normandy and 29 Road in the amount of \$2,115,283 and amend the April 4, 2018 Memorandum of Understanding to reflect actual anticipated costs.

Attachments

1. Orchard - Normandy to 29 Road Vicinity Map
2. MOU Orchard_Normandy to 29 Rd 20190409 draft



MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
DESIGN, RIGHT OF WAY ACQUISITION AND CONSTRUCTION OF
ORCHARD AVENUE BETWEEN NORMANDY AND 29 ROAD
Amendment #1

The parties to this Memorandum of Understanding (“AGREEMENT”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (“COUNTY”), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (“CITY”).

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to make improvements to the Orchard Avenue Corridor (“the Project”). Portions of the Orchard Avenue corridor from Normandy Ave to 29 Road are bounded by County on the north and City on the south. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning and construction for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the reconstruction of Orchard Avenue between Normandy Ave and 29 Road. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the design, bidding and construction of the Project.

III. Procedure

Now, therefore, it is agreed that the Parties have/will:

- 1) Include projections in their respective Capital Improvement Plans to cover the cost of the Project. The Parties will make every effort to budget funds as shown below:

Project Budget:

Fund Source	Project Funds	City share	County share
Design Contract	\$110,900	\$55,450	\$55,450
Contract	\$1,612,860		
Previous City SRTS Work	\$160,000		
Total to be split	\$1,883,760	\$941,880	\$941,880
Previous Payments	\$270,900	\$215,450	\$55,450
Remaining	\$1,612,860	\$726,430	\$886,430
City Water	\$311,547	\$311,547	---
City Sewer	\$190,875	\$190,875	
TOTAL	\$2,386,183	\$1,444,303	\$941,880

The Project budget includes the City's 2014 Safe Routes to School (SRTS) investment that piped the existing irrigation ditch, placed irrigation sump structures and constructed sidewalk along the south side of Orchard Ave from Normandy to 28 ³/₄ Road and the 2019 SRTS project replaced existing irrigation, placed sump structures and constructed sidewalk along the south side of Orchard from Melody Lane to 29 Road and provide for a pedestrian corridor between 29 Road and Melody Lane. The replacement of City Water infrastructure as well as City Sewer infrastructure will also be paid by the City's respective enterprise funds.

- ~~2) The Parties agree to carry over any unexpended Project funds from year to year until the Project is constructed.~~
- 3) The Project will generally include completion of final design, right of way acquisition and construction of Orchard Avenue from Normandy to 29 Road as well as City water and sewer facilities. All work will be designed and constructed to City/CDOT standards.
- 4) The CITY and COUNTY will co-manage the project from design through bidding and construction. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Engineer and Inspector(s). Both the City and County will perform their respective public relations coordinated through the Project Engineer.

- 5) The COUNTY shall contract with a Consulting Engineer for design services. Design services include design, any permitting required for the Project, coordination with various utilities as well as outreach and coordination with affected interests. The Consultant will prepare all legal descriptions for right-of-way needed for the Project.
- 6) Each party will acquire the right-of-way within its respective jurisdiction at its expense and will not be considered shared Project costs.
- 7) The COUNTY shall contract with a civil contractor to construct the project.

Following approval of an invoice from the COUNTY, the CITY will reimburse the COUNTY for the CITY'S share of the actual costs of design and construction.

- 8) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) may be written so that payments may be made directly to the contractor(s) by either the CITY or the COUNTY in amounts determined by mutual agreement of the Parties. Following receipt of such a contract and upon approval of an invoice from the contractor(s), the contracting party (CITY or COUNTY) will make payments directly to the contractor(s).
- 9) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total share of the Project actual cost will be divided equally. Should either Parties receive a grant for this Project, the grant money will be applied to the project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding expected of either party will not exceed the amount shown in the table in paragraph III(1) except by mutual, written modification of this AGREEMENT.

IV. Administration

- 1) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- 2) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any party may terminate this

AGREEMENT after 30 days notice in writing to the other with the intention to do so and fulfillment of all outstanding obligations of this agreement.

- 3) The COUNTY will advertise, receive bids, and award the bid based on County Purchasing Policy's and recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.

In Witness whereof, the parties herein have cause this document to be executed as of the date of the last signature shown below.

MESA COUNTY

Rose Pugliese, Chair
Mesa County Board of Commissioners

ATTEST: Tina Peters, Clerk
Date: _____

CITY OF GRAND JUNCTION

Barbara Traylor Smith, Mayor
Grand Junction City Council

ATTEST: Wanda Winkelmann, Clerk
Date: _____



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: April 17, 2019

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance to Amend Chapters 12.04 and 12.08 of the Grand Junction Municipal Code and Section 21.06.010 of the Zoning and Development Code Regarding Camping on Public Property/Public Places

RECOMMENDATION:

Staff recommends adoption of the amended ordinance.

EXECUTIVE SUMMARY:

An Ordinance to Amend Chapters 12.04 and 12.08 of the Grand Junction Municipal Code and Section 21.06.010 of the Zoning and Development Code Regarding Camping on Public Property/Public Places. Following the previous public hearing and postponement of deliberations and/or a decision by the City Council, the City Attorney met with representatives of Karis, Homeward Bound, the Grand Junction Housing Authority and Catholic Outreach. As a result of those meeting certain amendments to the ordinance have been made. Staff will review the amendments with the City Council at the meeting on April 17th.

BACKGROUND OR DETAILED INFORMATION:

Chapter 12, Section 4 and 8 of the Grand Junction Municipal Code establish laws, rules and regulations for the City's parks and Riverfront. Section 21.06.010 of the Zoning and Development Code relates to allowed use of public right of way and private parking lot use. These sections are necessary to maintain and promote the public health, safety and welfare while providing effective management of public property within the City.

Camping in public areas like parks, streets and the Riverfront interfere with the rights of others to use those areas for the purposes for which they were intended. The City incurs increased costs for policing, maintenance, sanitation cleanup, animal control as a result of camping in undeveloped areas and without proper facilities for certain uses.

The purpose of this ordinance is to assist in maintaining the City in a clean, sanitary and accessible condition; to protect the health, safety and public welfare of the community; and to preserve, protect and enhance the natural resource of the Colorado and Gunnison Rivers for many recreational and other proper uses. The prohibition of camping is not intended to prohibit ordinary recreational use of the parks such as picnicking, resting, or sleeping in parks during park hours. It is the intention of the ordinance to prohibit use of public property for the purpose of maintaining a temporary place to live.

The City affirms its commitment to protecting the constitutional rights of the homeless. This ordinance recognizes that when overnight shelters are full, a homeless person who has no access to private spaces has no alternative but to sleep in a public space. The City shall not engage in enforcement of this ordinance which might have the effect of criminalizing homelessness or constitute cruel and unusual punishment in violation of the Eighth Amendment when there is no shelter space available. The City and the Grand Junction Police Department, work with other agencies and community groups to provide homeless persons with information as to the availability of shelter or services.

FISCAL IMPACT:

None directly attributable to the ordinance/its adoption.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4833 as amended, an ordinance to amend Chapters 12.04 and 12.08 of the Grand Junction Municipal Code and Section 21.06.010 of the Zoning and Development Code regarding camping on public property/public places on final passage and order final publication in pamphlet form.

Attachments

1. Ord. 4833 - March 2019

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4833

AN ORDINANCE TO AMEND CHAPTERS 12.04 AND 12.08 OF THE GRAND JUNCTION MUNICIPAL CODE AND SECTION 21.06.010 OF THE ZONING AND DEVELOPMENT CODE REGARDING CAMPING ON PUBLIC PROPERTY/PUBLIC PLACES

RECITALS:

Chapter 12, Sections 4 and 8 of the Grand Junction Municipal Code (“GJMC”) establish laws, rules and regulations for the City’s parks and Riverfront – those sections are necessary to maintain and promote the public health, safety and welfare, to provide for the continued effective management of public property within the City, and to provide for the continued enjoyment and accessibility of those public places by City residents and the public at large. Section 21.06.010 of the Zoning and Development Code relates to allowed use of public right of way and private parking lot use; the use of public areas, parks, streets and the Riverfront for camping purposes interferes with the rights of others to use those areas for the purposes for which they were intended.

The use of public property for camping causes the City to incur increased costs for policing, maintenance, sanitation pickup and removal, animal control, protection of the environment and other problems which arise from camping in undeveloped areas and without proper facilities for that use.

The purpose of this ordinance is to assist in maintaining the City in a clean, sanitary and accessible condition; to adequately protect the health, safety and public welfare of the community and to preserve, protect and enhance the natural resource of the Colorado and Gunnison Rivers (“Riverfront”) for many recreational and other proper uses. The City Council intends to maintain the use of park property and other public property for their intended uses; however, the prohibition of camping is not intended to prohibit such ordinary recreational use of the parks such as picnicking on a blanket or resting or sleeping in a park during park hours. It is intention of the City Council to prohibit use of public property for the purpose of maintaining a temporary place to live.

Because parks, the Riverfront and other public places have been used by the homeless as camps, the City affirms its commitment to protecting the constitutional rights of the homeless and accordingly this ordinance recognizes that when overnight shelters are full a homeless person who has no access to private spaces has no alternative but to sleep in a public space. Accordingly, the City shall not engage in enforcement of this ordinance which might have the effect of criminalizing homelessness or constitute cruel and unusual punishment in

violation of the Eighth Amendment when there is no shelter space available.

The City is committed to safeguarding the rights of all people and in furtherance of this goal works with other agencies and community groups who have an interest in the well-being of homeless persons and when Grand Junction Police Officers contact homeless the officers are encouraged to provide homeless persons with information as to the availability of shelter or other services and to the extent reasonably practicable not enforce this ordinance when there is no shelter space available, as the same is defined herein.

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

Chapters 12.04 and 12.08 shall be revised as follows (additions are shown in bold print and deletions marked with strike through notations):

Definitions.

For the purpose of this Chapter the following terms, phrases, words and their derivations shall have the meaning provided herein:

"Available Overnight Shelter" means a public or private facility, with all necessary or required City occupancy approvals, open to a person(s) or a family experiencing homelessness with an available overnight space to house the person(s) or family at no charge or a nominal charge (presumptively \$5.00 or less per person.) Overnight shelter space shall be considered available if the person(s) is not permitted to use otherwise available overnight shelter space due to the person's voluntary actions, including, but not limited to, intoxication, drug use, unruly behavior, or violation of shelter rules.

"Camp" or "Camping" means to set up or to remain in or at an Encampment.

"Encampment" means any place where bedding, sleeping bag(s) or other things used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a place to stay or sleep, whether or not such place incorporates the use of any tent, lean-to, shack, or any other cover, structure or elements of a structure or any vehicle or part thereof. Ordinary use of a park such as resting or sleeping in a park during normal park hours, picnicking on a blanket or using parks for other lawful uses does not constitute Encampment.

"Overnight Use" means the use of public lands and/or trails pursuant to a permit issued by the City Manager or his designee for an event/programming by and through the City Parks Department for an activity authorized to be conducted overnight.

"Parking Strip" means the area between a curb, or a place where a curb would be located if improvements were installed, and where a sidewalk is located or would be installed.

"Personal Property" means any tangible item reasonably recognizable as belonging to a person and having reasonably apparent utility or monetary value.

"Public Property" means any real property, building or structure owned, used or leased by the City or any Department thereof and/or the Downtown Development Authority (DDA) including, but not limited to, any sidewalk, street, parking strip, alley, lane, public right-of-way, park, open space, breezeway, bench, shade shelter, restroom, playground and other similar property.

"Reasonable Notice" means notice reasonably calculated under all the circumstances to apprise a person that Camping is prohibited at a particular location and, where Personal Property is deposited, affording the person no less than 24 hours to gather his/her Personal Property and depart.

Sleeping on Public Sidewalk, Street, Parking Strip, Alley, Lane or Public Right of Way Without Authorization Prohibited.

Sleeping on a public sidewalk, street, parking strip, alley, lane or public right of way or in any publicly used ingress or egress to Public Property is unsafe as it may obstruct pedestrian and/or vehicular traffic and may place the person sleeping and/or the public in danger of harm. Therefore, except as may be otherwise expressly authorized by the City:

- (1) No person may sleep on any public sidewalk, street, parking strip, alley, lane, breezeway or public right-of-way.**
- (2) No person may sleep in any publicly used ingress or egress to Public Property.**
- (3) A violation of this section after a request to cease and desist shall be unlawful and shall give rise to any remedy provided by law.**

Camping on Public Property Without Authorization Prohibited.

No person may Camp in or upon any Public Property, nor any property owned by other governmental entities that have posted notice prohibiting Camping unless:

- (1) The person has the authorization of the owner of the property to Camp at that location; or**
- (2) Camping An Overnight use is specifically authorized by the issuance of a use permit in accordance with Parks Department regulations GJMC-21.02.120; or**
- (3) Camping is otherwise specifically authorized by GJMC; or**
- (4) The camper(s) is(are) on Public Property other than a sidewalk, street, parking strip, alleyway, lane, breezeway or public right-of-way, and there is no Available Overnight Shelter; or**
- (5) Camping is necessary after the formal declaration of an emergency in accordance with City Charter or a declaration of the Governor.**

Removal of Unlawful Encampment(s).

Upon discovery of an Encampment(s) on Public Property, removal of the Encampment by the City and/or its authorized agent(s) may occur if:

- (1) After Reasonable Notice, the person(s) fails or refuses to remove his/her Personal Property from the location of the Encampment(s); and
- (2) Personal property appears to be abandoned; or There is reasonable suspicion for law enforcement officers to believe that illegal activity(ies) other than Camping are occurring at the Encampment; or
- (3) There is imminent danger to human life, health or safety, including, but not limited to, possible contamination of private or Public Property by unsanitary and/or hazardous conditions and/or materials.

Removal, Disposition and Release of Personal Property.

Upon removal of an Encampment, all debris, including items having no reasonably apparent utility or monetary value and items in an unsanitary condition, may be immediately discarded. All other Personal Property shall be gathered, retained, and released, all in accordance with the Reasonable Notice being provided to the property owner. Unclaimed property may be disposed in accordance with GJMC 2.44.020 *et. seq.*

Enforcement and Mitigation.

By enacting this Chapter, it is neither the City's intent to criminalize homelessness nor violate a homeless person's constitutional rights. Likewise, the City does not propose to prohibit the ordinary use of the parks such as resting or sleeping in a park during normal park hours, picnicking on a blanket or using parks or other Public Property for lawful uses. Enforcement of this Chapter shall be undertaken to avoid such results.

Upon conviction for a violation of this Chapter, in addition to any other factors deemed appropriate by the Prosecutor and the Court, the Court shall consider in mitigation whether or not the person immediately removed all Personal Property and litter, including, but not limited to, bottles, cans and garbage from the encampment after being informed the camping was in violation of the law.

Application to City Property Outside City Limits.

This Chapter applies to Public Property owned by the City that is located outside the City's municipal limits.

Sections 12.08.050, 12.08.140 and 21.06.010 shall be amended as follows with all other provisions of such Chapters and Sections to remain in full force and effect:

12.08.050 Regulations.

(e) The riverfront regulations promulgated hereunder shall include, but not necessarily be limited to, prohibiting motorized vehicles, except wheelchairs, maintenance of emergency vehicles, on the trails; prohibiting boats, vessels or craft in the waterways; closing the trails at set times; prohibiting glass containers; prohibiting the possession, consumption or use of spirituous liquor, requiring animals to be leashed; prohibiting animals or animals of certain species; and allowing camping overnight use in accordance with permit, and vending or commercial activities by permit only.

12.08.140 Regulations relating to trails, lands and waters.

(b) No person shall:

(7) Camp, park a motor vehicle, trailer or camper on Riverfront lands or trails, with the intention or for the purpose of camping unless: ~~such is by the authority of a camping permit issued by the Department of Parks and Recreation of the City of Grand Junction. Possession of a valid camping permit shall authorize the use of the Riverfront lands and trails subject to the terms and conditions imposed thereon by the Director or his designee. "Camp" means the use of camping equipment or facilities such as tents, tarpaulins or temporary shelters or the use of temporary cooking and bedding facilities such as open fires, camp stoves and cots, bedrolls, hammocks or sleeping bags.~~

(i) The person has the authorization of the owner of the property to camp at that location; or

(ii) Camping Overnight use is specifically authorized by the issuance of a use permit in accordance with GJMC 21.02.120; or

(iii) Camping or overnight use is otherwise specifically authorized by GJMC; or

(iv) There is no Available Overnight Shelter; or

(v) Camping is necessary after the formal declaration of an emergency in accordance with City Charter or a declaration of the Governor.

"Camp" or "Camping" means to set up or to remain in or at an Encampment.

"Encampment" means any place where bedding, sleeping bag(s) or other things used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a place to stay or sleep, whether or not such place incorporates the use of any tent, lean-to, shack, or any other cover, structure or elements of a structure or any vehicle or part thereof. Ordinary use of the trail system such as resting or sleeping on a bench during normal trail hours or using the trails for other lawful uses does not constitute Encampment.

For persons under the age of 21 experiencing homelessness, *The House* shall, for purposes of this Ordinance, be considered the only Available Overnight Shelter.

21.06.010 Infrastructure standards.

~~(iv) Overnight camping shall not be allowed in a public right of way or in any private parking lot made available to the public, unless specifically permitted by the City for such use. Parking of an RV or any vehicle for more than 72 hours shall not be allowed in a public right-of-way or on any vacant lot.~~

Introduced the 19th day of December, 2018.

Continued for deliberations and decision to the 17th day of April, 2019.

Barbara Traylor Smith
Mayor and President of the City Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction Planning Commission

Regular Session

Item #5.a.i.

Meeting Date: April 17, 2019

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Andrew Gingerich, Associate Planner

Information

SUBJECT:

An Ordinance Rezoning Lot 113 of Brookwillow Village from PD (Planned Development) to R-12 (Residential – 12 Dwelling Units per Acre) and R-16 (Residential – 16 Dwelling Units per Acre), Located Directly East of Brookwillow Loop

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 (adopt/deny) Ordinance 4848, 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 on final passage and order final publication in pamphlet form.

Attachments

1. Application Binder
2. Extension Request
3. Maps
4. Halls Estates Rezone_Exhibit List_CC
5. Public Comment Received_Halls Estates Filing 4 Rezone
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: Subdivision Plat/Plan - Major Preliminary/Final ▼

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: Brookwillow Subdivision E of Brookwillow Loop/W of 24 3/4

Site Acreage: 5.11

Site Tax No(s): 2945-041-37-113

Site Zoning: R-8

Project Description: Halls Estate IV 24 townhomes

Property Owner Information

Name: Senergy Builders, LLC

Street Address: 518 28 Rd

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 970.248.8500

E-Mail: dcarei@SenergyBuilders.com

Fax #:

Contact Person: Darin Carei

Contact Phone #: 970-248-8500

Applicant Information

Name: Senergy Builders, LLC

Street Address: 518 28 Rd

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 970.248.8500

E-Mail: dcarei@SenergyBuilders.com

Fax #:

Contact Person: Darin Carei

Contact Phone #: 970-248-8500

Representative Information

Name: Colorado Land Advisor

Street Address: 300 Main St. Ste. 308

City/State/Zip: Grand Junction 81501

Business Phone #: 970-812-3288

E-Mail: LandAdvisor@ColoradoLandA

Fax #:

Contact Person: Jeffery Fleming

Contact Phone #: 970-234-3466

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 12-4-18

Date 12-4-18

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

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

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 #:

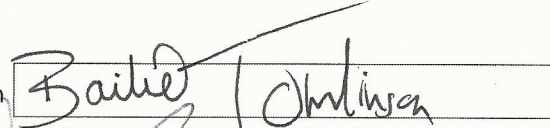
Contact Person:

Contact Phone #:

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

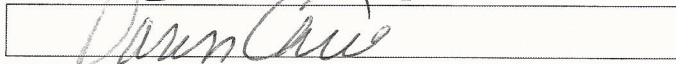
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application 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



Date

Signature of Legal Property Owner



Date

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%
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%

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.

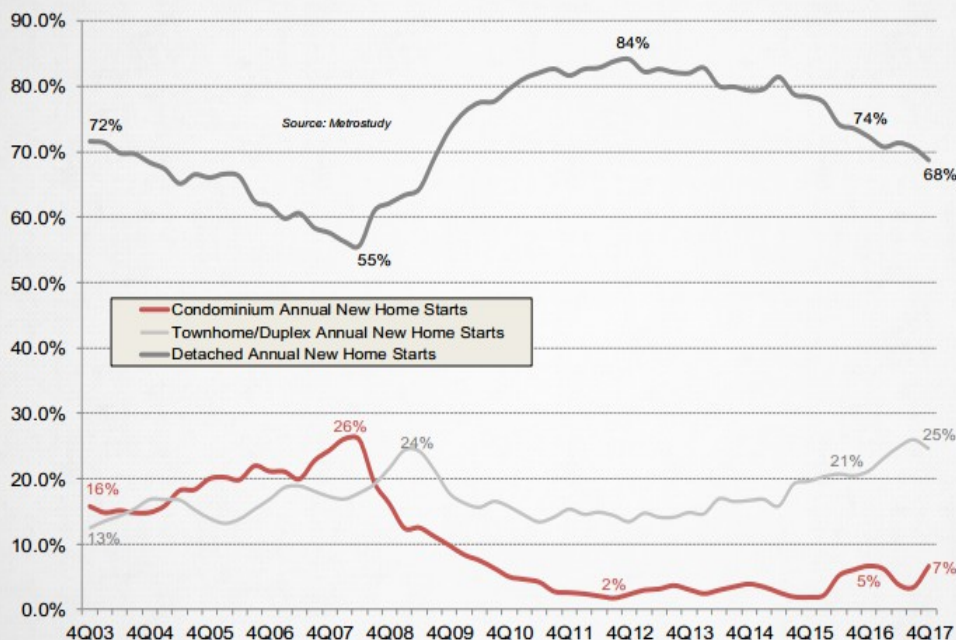
Primary Uses			
Multifamily, Civic			
See GJMC 21.04.010, Use Table			
Lot			
Area (min. sq. ft.)			n/a
Width (min. ft.)			30
Frontage (min. ft.)			20
Setback	Principal		Accessory
Front (min. ft.)	20		25
Side (min. ft.)	5		3
Rear (min. ft.)	10		5
Bulk			
Lot Coverage (max.)			75.00%
Height (max. ft.)			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 3rd 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.

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

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 10th day of October, 2014.

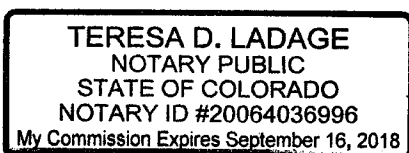
**DARTER, LLC, A COLORADO LIMITED
LIABILITY COMPANY**

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
My Commission expires: 9/16/2018

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: 

Printed name of person signing: Darin Carei

State of Colorado)

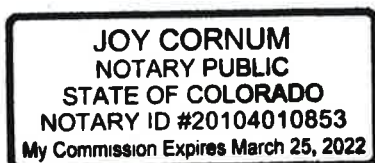
County of Mesa) ss.

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




Notary Public Signature

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named **Senergy Builders, LLC.**, a Colorado Limited Liability Company.
2. The type of entity is a: Limited Liability Company
3. The entity is formed under the laws of the State of Colorado.
4. The mailing address for the entity is: 518 28 Road Suite A202, Grand Junction, CO. 81501.
5. The name and position of each said person authorized to execute instruments conveying, encumbering, or otherwise affecting the title to real property on behalf of the entity is: **Darin Carei as Managing Member** of Senergy Builders, LLC. .
6. The authority of the foregoing person to bind the entity is not limited.
7. There are no other matter of limitations concerning the manner in which the entity deals with interests in real property.
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section §38-30-172, C.R.S.

Executed this 23 rd day of March, 2018

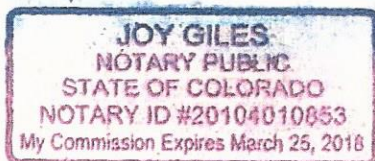

Darin Carei, as Managing Member

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 23 day of March, 2018 by Darin Carei.

Witness my hand and official seal.

My commission expires 3/25/19



Joy Gabe Notary Public

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 $N0^{\circ}02'03''E$ a 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.

SIGN IN SHEET FOR
HALLS ESTATES IV
NEIGHBORHOOD MEETING 12-3-18
Senergy Builders, Inc. - Developer

NAME

ADDRESS

PHONE

Baile Tomlinson

970-433-4330

Roberto Stuckman

970-346-0953

PHONE

Jeffery Fleming

300 Main Street #308

970-812-3288

ANDREW GINGERICH

CITY OR GJ

256-4026

RICH PLANK / KATHY

647 TRINITY UNIT 1F 81505

200-4314

HALLS ESTATES FILING IV

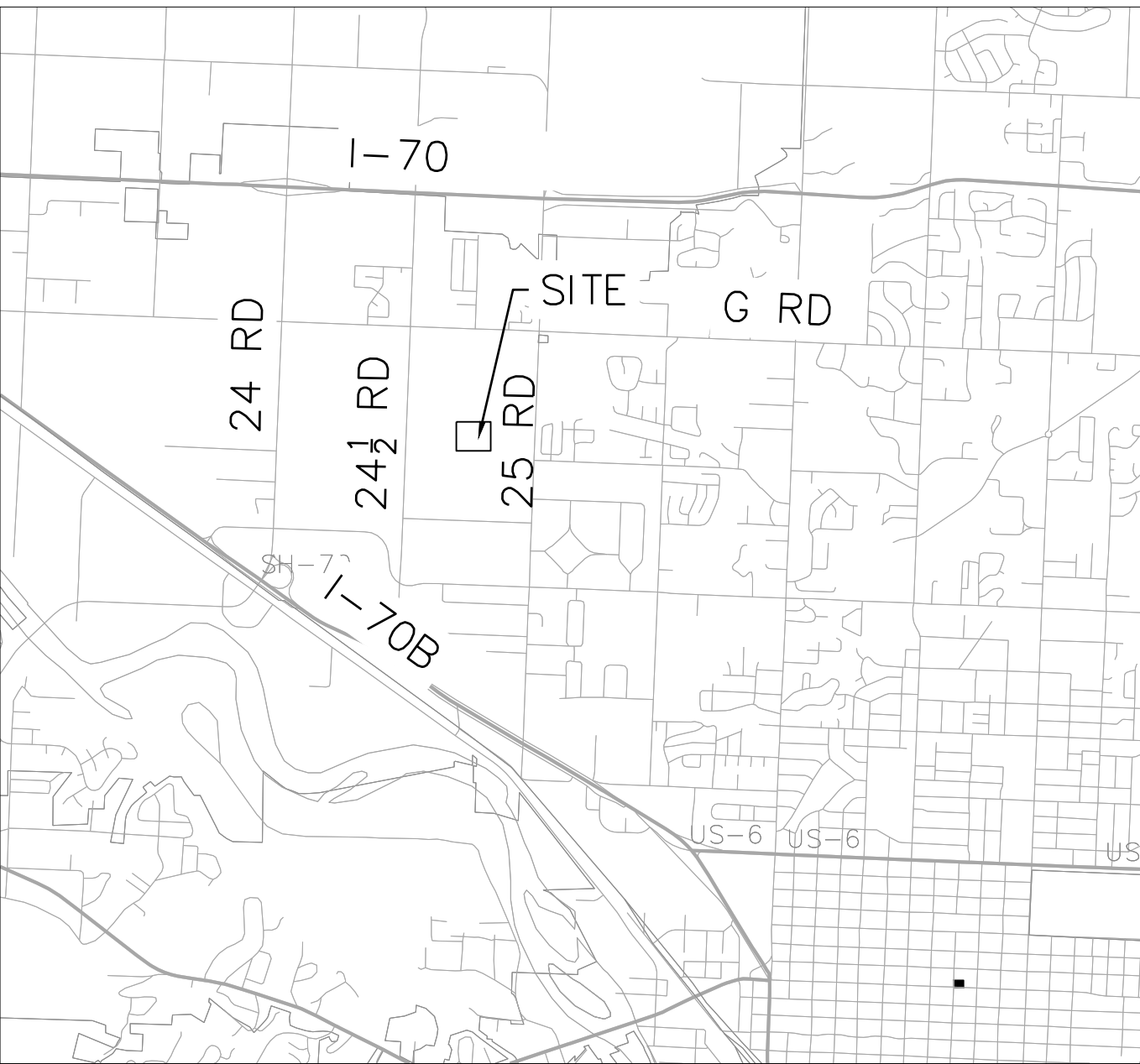
CIVIL CONSTRUCTION PLANS

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

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

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

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	
<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 ENGINEER	DATE

HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
TITLE SHEET

PROJ.# 18104

DESIGNED BY BMB

DRAWN BY BMB

DATE 11/9/18

DRAWING NUMBER

C-1

OF 21 DWGS



CIVIL ENGINEERING GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH CITY OF GRAND JUNCTION STANDARDS AND SPECIFICATIONS, AND, AS APPROPRIATE, WITH ALL APPLICABLE UTILITY COMPANY’S SPECIFICATIONS. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO AFOREMENTIONED REGULATIONS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LINES, LEVELS, MATERIALS, ETC. PRIOR TO START OF CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN WRITING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED FOR THIS PROJECT PRIOR TO START OF CONSTRUCTION, FROM THE CITY OF GRAND JUNCTION, APPLICABLE UTILITY COMPANIES AND ANY OTHER GOVERNING AGENCY AS REQUIRED. ALL PERMITS OBTAINABLE BY THE CONTRACTOR ARE REQUIRED TO BE OBTAINED AT THE CONTRACTOR’S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES INCLUDING ANY UTILITIES NOT SHOWN ON THE DRAWINGS. WHEN WORKING NEAR EXISTING UTILITIES THE CONTRACTOR SHALL EXERCISE SUFFICIENT CARE TO PREVENT DAMAGE TO THE LINES IN THE EVENT THAT THE INFORMATION SHOWN ON THE DRAWINGS DOES NOT REFLECT ACTUAL FIELD CONDITIONS.
- UTILITY LINE LOCATIONS ARE SHOWN ON THE PLANS TO THE EXTENT PROVIDED TO THE ENGINEER. THERE IS NO GUARANTEE THAT ALL UTILITIES HAVE BEEN ACCOUNTED FOR IN THE FOLLOWING PLAN SET AND THE ENGINEER HOLDS NO RESPONSIBILITY FOR UTILITIES NOT INDICATED HEREON.
- EXISTING GRADES AND FEATURES PROVIDED BY DH SURVEYS INC. LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FROM ABOVE GROUND STRUCTURES, MARKINGS BY THE RESPECTIVE UTILITY COMPANIES AND/OR THEIR LOCATOR SERVICES, AND DRAWINGS PROVIDED BY THE UTILITY COMPANIES. NO EXCAVATIONS WERE MADE DURING THIS SURVEY TO DETERMINE THE EXACT LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES AND STRUCTURES. ACTUAL LOCATIONS MAY VARY FROM THOSE AS SHOWN HEREON AND ADDITIONAL UNDERGROUND UTILITIES MAY EXIST. EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION THIS PROPERTY.
- CONTRACTOR SHALL GIVE 48 HOUR NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSON IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
- ALL FINISHED GRADING SHALL BE SUCH THAT NO DEPRESSIONS OF MORE THAN 2” REMAIN, UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER, ALL SLOPES SHALL DRAIN TO A DEDICATED DRAINAGE CONTROL STRUCTURE.
- ROUGH GRADING SHALL BE ACCOMPLISHED PRIOR TO UTILITY CONSTRUCTION.
- UNLESS OTHERWISE DIRECTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING OR PROTECTING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC. ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION.
- THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE PROJECT LIMITS OF DISTURBANCE AND/OR TOES OF SLOPES AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR’S EXPENSE. CONSTRUCTION ACTIVITIES IN ADDITION TO NORMAL CONSTRUCTION PROCEDURE SHALL INCLUDE THE PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF DEBRIS OR ANY OTHER ACTION WHICH COULD ALTER THE EXISTING CONDITIONS. THE CONTRACTOR SHALL NOT STOCKPILE OR STORE EQUIPMENT WITHIN 30 FEET OF THE EDGE OF TRAVELED WAY DURING THE PROJECT, UNLESS PROTECTED BY TEMPORARY BARRIER.
- THE CONTRACTOR SHALL PROVIDE A CLEAR AND CONCISE RED LINE SET OF AS-CONSTRUCTED PLANS TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE. PLANS SHALL SHOW THE AS-BUILT LOCATIONS OF ALL UTILITIES, CULVERTS, ROADS, GRADES, ETC. INSTALLED DIFFERENT FROM THE APPROVED PLANS.
- THE CONTRACTOR SHALL HAVE ONE SET OF ENGINEER AND CITY SIGNED APPROVED PLANS ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
- A PRE-CONSTRUCTION MEETING MUST BE HELD BETWEEN THE CONTRACTOR, ENGINEER AND THE CITY OF GRAND JUNCTION, PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- ALL UNIMPROVED DISTURBED AREAS ARE TO BE RESEDED OR LANDSCAPED PER LANDSCAPING PLANS.
- ALL DRAINAGE SHALL SLOPE AWAY FROM BUILDINGS AT LEAST 6” IN THE FIRST 10 FEET.
- CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES/FEATURES (STRIPING, SIGNALS, MEDIANS, ETC) FOR CONSTRUCTION IN THE RIGHT OF WAY ONLY.
- A “WORK IN RIGHT-OF-WAY” PERMIT IS REQUIRED FOR ANY CONSTRUCTION OCCURRING WITHIN CITY RIGHTS-OF-WAY, CONTACT TIM PATTY WITH THE CITY OF GRAND JUNCTION AT 201-1363 FOR MORE INFORMATION.
- PERMIT AND INSPECTIONS ARE REQUIRED FOR ALL UTILITY CUTS AND CONNECTIONS IN THE CITY RIGHT OF WAY. CONTACT THE CITY OF GRAND JUNCTION PUBLIC WORKS 970-244-1555.
- ACCESSIBLE PARKING SPACES SHALL INCLUDE A SIGN SHOWING THE SYMBOL OF ACCESSIBILITY AND HAVE AN ADDITIONAL SIGN WITH THE WORDS “VAN ACCESSIBLE” MOUNTED BELOW. SEE PLACEMENT ON THIS SHEET.
- ALL COMPACTED STRUCTURAL FILL (FOR ROADS, PARKING AREAS AND UTILITIES) SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL SATISFACTORY EXCESS EXCAVATION FROM EITHER UTILITY OR STREET CONSTRUCTION SHALL BE SPREAD UNIFORMLY ACROSS THE LOS AS DIRECTED BY THE OWNER OR HIS DESIGNATED REPRESENTATIVE. ALL UNSATISFACTORY OR WASTE MATERIAL INCLUDING ROOTS, VEGETATION, CONCRETE, ROCKS, OR OTHER DEBRIS, SHALL BE HAULED FROM THE PROJECT BY THE CONTRACTOR AT THE CONTRACTOR’S EXPENSE.
- ALL WATER AND SEWER LINES MUST BE TESTED AND APPROVED PRIOR TO STREET CONSTRUCTION. ALL WATERLINES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS OF UTE WATER DISTRICT.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL AFFECTED PROPERTY OWNERS AT ALL TIMES DURING CONSTRUCTION AT NO ADDITIONAL COST.

PAVING CONSTRUCTION NOTES:

- ALL ROAD WIDTHS, AND RADII ARE TO FLOWLINE UNLESS NOTED OTHERWISE. ANY “SPOT” DESIGN ELEVATIONS ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
- THE TOP OF EXISTING GROUND OR THE TOP OF AREAS CUT TO FINAL GRADE ARE TO BE SCARIFIED, BROUGHT TO THE OPTIMAL WATER CONTENT, AND RECOMPACTED TO 95% OF AASHTO T99 BEFORE PLACING FILL OR BEFORE BASE IS PLACED.
- CONTRACTOR IS TO PROTECT EXISTING UTILITIES AND APPURTENANCES. MANHOLES, DRAINAGE INLETS, UTILITY LINES, ETC, DAMAGED COVERED OR FILLED WITH DIRT OR DEBRIS BY THE CONTRACTOR SHALL BE CLEANED AND REPAIRED OR REPLACED AT NO EXPENSE TO THE OWNER.
- WHERE PROPOSED PAVEMENT IS TO MATCH EXISTING PAVEMENT, SAWCUT THE EXISTING PAVEMENT 1 FOOT BACK FROM THE EXISTING EDGE OF AND REMOVE PAVEMENT. FROM THE SAWCUT LINE, MILL EXISTING PAVEMENT HALF EXISTING PAVEMENT DEPTH (OR A MINIMUM OF 2 INCHES), A WIDTH OF 2 FEET. EXISTING SURFACE IS TO BE TACK-COATED BEFORE NEW PAVEMENT IS PLACED. SEE T-LOCK DETAIL, THIS SHEET.
- INCLUDE BACKING OF CURB AND GUTTER AND /OR SIDEWALK WITH NATIVE FILL MATERIAL PER THE TYPICAL ROADWAY SECTION IN THE UNIT PRICE BID FOR EMBANKMENT.
- FOR SITE SPECIFIC GETOECHNICAL REQUIREMENTS AND RECOMMENDATIONS, SEE THE REFERENCED GEOTECHNICAL REPORT BY HUDDLESTON-BERRY.

TRAFFIC NOTE:

- CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES/FEATURES FOR CONSTRUCTION IN THE RIGHTS-OF-WAY ONLY.

MANHOLE NOTES:

- CONCRETE SHALL BE COLORADO DEPARTMENT OF TRANSPORTATION CLASS “B” (SECTION 601.02)
- ALL CEMENT USED IN MORTAR, CONCRETE BASES, GRADE RINGS, RISER SECTIONS AND CONES FOR SANITARY SEWER MANHOLES, SHALL BE TYPE V OR MODIFIED TYPE II PORTLAND CEMENT WITH LESS THAN 5% TRICALCIUM ALUMINATE.
- MANHOLE RISER SECTIONS, CONES AND GRADE RINGS SHALL BE PRECAST REINFORCED CONCRETE CONFORMING TO ASTM C-78 OR AASHTO T-99 WITH HAND OPERATED MECHANICAL EQUIPMENT.
- ALL WORK SHALL BE IN ACCORDANCE WITH APPROVED PLANS AND CITY SPECIFICATION.
- THE MANHOLE CONE AND BARREL SECTIONS SHALL BE POSITIONED SUCH THAT THE MANHOLE RING AND STEPS ARE AT A 45’ ANGLE FROM THE INLET PIPE (SEE PAGE SS-08).
- MANHOLE RING AND COVER SHALL BE SET TO FINISH GRADE USING RAPID ROAD REPAIR GROUT TO ADJUST RIM ELEVATION. GROUT SHALL NOT EXCEED 2” THICKNESS. GROUT SHALL BE PLACED BETWEEN TOP OF CONCRETE GRADE RING AND COVER. STEEL GRADE ADJUSTMENT RINGS MAY BE USED FOR ADJUSTMENT OF MANHOLE COVERS ONLY WHEN STREETS ARE OVERLAID.
- INVERTED MANHOLE RINGS WILL NOT BE ALLOWED UNLESS APPROVED BY THE ENGINEER.

SANITARY SEWER CONSTRUCTION NOTES:

- ALL SEWER LINE CONSTRUCTION SHALL CONFORM TO THE CITY OF GRAND JUNCTION’S STANDARDS AND SPECIFICAITONS.
- CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE PLANS AND A COPY OF THE CITY OF GRAND JUNCTION’S STANDARD SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
- ALL SEWER MAINS SHALL BE PVC SDR-35 (ASTM 3034) UNLESS OTHERWISE NOTED.
- ALL SEWER MAINS SHALL BE LAID TO GRADE UTILITIZING A PIPE LASER.
- ALL SERVICE LINE CONNECTIONS TO NEW MAINS SHALL BE ACCOMPLISHED WITH FULL BODY WYES OR TEES. TAPPING SADDLES WILL NOT BE ALLOWED.
- SERVICE LINE CONNECTIONS TO EXISTING NON-PVC MAINS SHALL BE ACCOMPLISHED USING “INSERTA TEES” MANUFACTURED BY FOWLER MANUFACTURING COMPANY OF HILLSBORO, OREGON. FOR EXISTING PVC MAINS, TAPPING SADDLES SHALL BE USED.
- 4 INCH SERVICES SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES. ALL 6 INCH SERVICES SHALL BE CONNECTED TO THE MAIN AT A MANHOLE.
- THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED SEWER LINE TESTING TO BE COMPLETED IN THE PRESENCE OF THE ENGINEER OR HIS REPRESENTATIVE. PRESSURE TESTING WILL BE PERFORMED AFTER INSTALLATION OF DRY UTILITIES, AFTER ALL COMPACTION OF STREET SUBGRADE AND PRIOR TO STREET PAVING. FINAL LAMPING WILL ALSO BE ACCOMPLISHED AFTER PAVING IS COMPLETED. THESE TESTS SHALL BE THE MINIMUM BASIS OF ACCEPTANCE OF THE SEWER LINE EXTENSION.
- THE CONTRACTOR SHALL OBTAIN CITY OF GRAND JUNCTION STREET CUT PERMIT FOR ALL WORK WITHIN EXISTING CITY RIGHT-OF-WAY PRIOR TO CONSTRUCTION.
- A CLAY CUT-OFF WALL SHALL BE PLACED 10 FEET UPSTREAM FROM ALL NEW MANHOLES UNLESS OTHERWISE NOTED. THE CUT-OFF WALL SHALL EXTEND FROM 6 INCHES BELOW TO 6 INCHES ABOVE GRANULAR BACKFILL MATERIAL AND SHALL BE 2 FEET WIDE. IF NATIVE MATERIAL IS NOT SUITABLE, THE CONTRACTOR SHALL IMPORT MATERIAL APPROVED BY THE ENGINEER.
- SEWER SERVICE STUB OUTS SHALL BE CAPPED AND PLUGGED. STUB OUT SHALL BE MARKED WITH A 4X4 INCH POST PAINTED GREEN BURIED WITH 3 FEET OF POST ABOVE GRADE. AS-BUILT SURVEYING FOR VERTICAL GRADE OF STUB OUT REQUIRED PRIOR TO BACKFILL.
- RED LINE AS-BUILTS SHALL BE SUBMITTED TO THE CITY DEVELOPMENT ENGINEER AT LEAST 72 HOURS PRIOR TO PAVING FOR REVIEW.
- CALL MARK BARSLUND AT 201-1362 48 HOURS PRIOR TO CONSTRUCTION.
- REFER TO HUDDLESTON-BERRY LETTER FOR SITE SPECIFIC INFORMATION REGARDING TRENCH STABILITY. CONTRACTOR IS TO COORDINATE WITH THE GEOTECHNICAL ENGINEER TO DEVELOP DEWATERING PLAN AS CONDITIONS DICTATE.
- STOP GRAVEL BEDDING SERVICE LINES AT LIP OF GUTTER.
- INSTALL CAPS ON ALL STUB OUTS.
- SEWER LINES SHALL HAVE A MINIMUM COVER OF 48 INCHES.

STANDARD CONCRETE GENERAL NOTES:

- ALL PORTLAND CEMENT CONCRETE SHALL BE COLORADO DEPARTMENT OF TRANSPORTATION CLASS “B”. ALL CONCRETE SHALL BE MIXED, PLACED, CURED AND TESTED IN ACCORDANCE WITH CITY OF GRAND JUNCTION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- ALL CONCRETE WORK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A CITY LICENSED CONTRACTOR. A CONSTRUCTION PERMIT IS REQUIRED AT EACH LOCATION WHERE CONCRETE IS REMOVED, ALTERED OR PLACED.
- ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, CURB RAMPS, FILLETS AND DRAINAGE PANS SHALL BE UNDERLAID WITH AGGREGATE BASE COURSE (CLASS 6) COMPACTED TO NO LESS THAN 95% PER AASHTO T-180. SEE DETAILS FOR BASE COURSE THICKNESS AND SUBGRADE RECONDITIONING REQUIREMENTS. SUBGRADE RECONDITIONING WILL NOT BE REQUIRED FOR REPLACEMENT OR CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, CURB RAMPS, FILLETS, AND DRAINAGE PANS ON EXISTING STREETS. THE TOP 6” OF SUBGRADE SHALL BE COMPACTED TO NO LESS THAN 95% PER AASHTO T99 UNLESS OTHERWISE SPECIFIED OR APPROVED BY THE ENGINEER.
- ALL EXISTING PAVEMENT, NOT DESIGNATED FOR REMOVAL, THAT IS DAMAGED BY CONSTRUCTION SHALL BE REPLACED IN-KIND BY CONTRACTOR.
- ALL DRIVEWAY CONCRETE (APRON AND SIDEWALK CROSSING) SHALL BE 9 INCHES THICK (MIN) FOR RESIDENTIAL USES AND 8” THICK (MIN) FOR ALL OTHER USES.
- TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED IN ALL CONCRETE CURBS, GUTTERS, SIDEWALKS AND TRAILS, ETC. AT ENDS OF HORIZONTAL CURVES AND AT SPACING SHOWN ON PACE C-06. TRANSVERSE CONTRACTION JOINTS SHALL BE PROVIDED AT 10’ SPACING.
- VEHICULAR TRAFFIC SHALL BE KEPT OFF NEW CONCRETE FOR A MINIMUM OF 14 DAYS OR UNTIL THE CONCRETE REACHES A COMPRESSIVE STRENGTH OF EQUAL TO OR GREATER THAN 80% OF DESIGN.
- WHEN DURING CONCRETE FINISHING OPERATIONS THE RATE OF EVAPORATION APPROACHES 0.2 LB/SQ FT/HR AN EVAPORATION REDUCER SUCH AS CONFILM MANUFACTURED BY MASTER BUILDERS IS RECOMMENDED AND MAY BE REQUIRED TO CONTROL PLASTIC SHRINKAGE CRACKS IN THE CONCRETE SURFACE.
- AN APPROVED CURING COMPOUND SHALL BE APPLIED TO ALL EXPOSED CONCRETE IMMEDIATELY AFTER FINISHING. FOR APPROVED COMPOUNDS SEE SECTION 711 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- WHEN AMBIENT TEMPERATURE IS EXPECTED TO BE BELOW 40°F THE APPLICATION OF CURING COMPOUND SHALL BE STOPPED AND INSULATION BLANKETS OR OTHER APPROVED CURING METHODS SHALL BE USED. CURING METHODS THAT CAUSE OVERHEATING OR DRYING OF THE CONCRETE SHALL NOT BE USED. NO CONCRETE SHALL BE PLACED ON FROZEN GROUND.
- UNDER NO CIRCUMSTANCES SHALL WATER BE ADDED TO CONCRETE SURFACES DURING FINISHING OPERATIONS.
- HANDICAP RAMPS SHALL BE INSTALLED IN EACH CORNER OF ALL NEW STREET INTERSECTIONS. SEE PAGES C-13 THROUGH C-24 FOR DETAILS.
- “CONTROL JOINT” SHALL HAVE THE SAME MEANING AS “CONTRACTION JOINT”.
- SEE PAGE C-32 FOR CONCRETE PAVEMENT PATCHING DETAIL.

UTILITY NOTES:

- PRIOR TO ANY DISCHARGE OF DISINFECTING/CLEANING/FLUSHING OF ANY UTILITY LINES TO THE SANITARY SEWER SYSTE, A DSICHARGE REQUEST FORM MUST BE COMPLETED TO RECEIVE AUTHORIZATION OF THE DISCHARGE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING ALL LIVE STORM AND SANITARY SEWAGE FLOW AND SHALL NOT ALLOW DEBRIS TO ENTER THE EX SEWER MAIN WHILE WORK IS BEING COMPLETED.
- SANITARY SEWER AND STORM SEWER CONSTRUCTION SHALL BE BY CONVENTIONAL TRENCHING AND PIPE LAYING, TRENCH BACKFILL, SUBGRADE, BASE AND PAVEMENT UNLESS OTHERWISE STATED.
- IF COMPACTED FILL IS REQUIRED FOR STREET CONSTRUCTION UNDER UTILITIES, SOIL COMPACTION SHALL OCCUR FIRST, PRIOR TO TRENCHING AND INSTALLATION OF UTILITY.

UTE WATER NOTES:

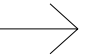
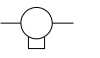
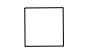
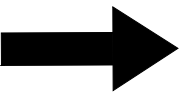
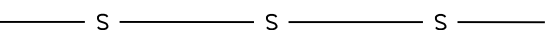
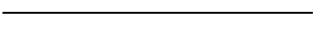
- ALL WATER MAINS AND WATER SERVICES SHALL BE IN ACCORDANCE WITH UTE WATER SPECIFICATIONS AND STANDARDS DRAWINGS.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING METER PITS AND YOKES. ALL METER PITS SHALL BE INSTALLED TO ACCOMMODATE RADIO READ METER ASSEMBLIES.
- ALL WATER METER PITS SHALL BE LOCATED ON THE OPPOSITE LOT SIDE OF DRY UTILITY TRANSFORMERS AND PEDESTALS. THIS IS A CUSTOMER/CONSUMER SAFETY ISSUE.
- WATER MAINS SHALL BE C900, DR 18. INSTALLATION OF PIPE, FITTINGS, VALVES, AND SERVICES INCLUDING TESTING AND DISINFECTION SHALL BE IN ACCORDANCE WITH UTE WATER STANDARD SPECIFICATIONS AND DRAWINGS.
- DEVELOPER IS RESPONSIBLE FOR INSTALLING METER PITS AND YOKES (PIT AND YOKES SUPPLIED BY UTE WATER).
- PRECONSTRUCTION MEETING IS REQUIRED BEFORE CONSTRUCTION BEGINS. AT LEAST 48 HOURS NOTICE IS REQUIRED.
- IF PLANS ARE CHANGED, THE DEVELOPER MUST SUBMIT A NEW SET OF PLANS.
- ELECTRONIC DRAWINGS OF THE UTILITY COMPOSITE FOR THE SUBDIVISION, IN AUTOCAD.DWG FORMAT, MUST BE PROVIDED PRIOR TO FINAL ACCEPTANCE OF WATER INFRASTRUCTURE.
- WATER METERS WILL NOT BE SOLD UNTIL FINAL ACCEPTANCE OF THE WATER INFRASTRUCTURE.
- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.
- WATER LINES SHALL HAVE A MINIMUM COVER OF 48 INCHES.
- ALL UTE WATER LINES SHALL BE TESTED IN ACCORDANCE WITH CITY OF GRAND JUNCTION STANDARD SPECIFICATIONS PRIOR TO THE START OF BACKFILL OPERATIONS.

STORM DRAIN CONSTRUCTION NOTES:

- ALL STORM DRAIN LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION STANDARDS AND SPECIFICATIONS.
- ALL REINFORCED CONCRETE STORM DRAIN PIPE SHALL CONFORM TO ASTM STANDARD SPECIFICATIONS C-76 CLASS III UNLESS OTHERWISE NOTED.
- ALL POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL CONFORM TO ASTM STANDARD SPECIFICATIONS, D3034 AND F679 SDR-35 UNLESS OTHERWISE NOTED.
- ALL STORM DRAIN RIMS TO BE STANDARD MH RING AND COVER (CASTINGS INC 24BCIFISH) AS PER THE CITY OF GRAND JUNCTION STANDARD DETAILS.
- CONTRACTOR IS TO COORDINATE WITH THE GEOTECHNICAL ENGINEER TO DEVELOP DEWATERING PLAN AS CONDITIONS DICTATE.

TESTING NOTES:

- CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE GEOTECHNICAL TESTING REQUIREMENTS OF THE CITY OF GRAND JUNCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE TESTING FIRM 24 HOURS IN ADVANCE OF THE NEED FOR TESTING, AND TO VERIFY THAT THE APPROPRIATE NUMBER OF TESTS HAVE BEEN TAKEN. THE RESULTS OF THE REQUIRED TYPES OF TESTS AND NUMBER OF PASSING TESTS SHALL BE FURNISHED TO THE ENGINEER FOR VERIFICATION BEFORE FINAL ACCEPTANCE BY THE OWNER WILL BE GRANTED. ALL FAILING TESTS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND RE-TESTS SHALL BE PERFORMED UNTIL PASSING RESULTS ARE OBTAINED. ALL UTILITY LINES, INCLUDING SERVICE LINES, FALLING WITHIN THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC EASEMENTS SHALL BE TESTED. PAYMENT OF TESTING IS THE CONTRACTOR’S RESPONSIBILITY AND SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO THE WORK.
- ONLY MATERIALS ON WHICH A PROCTOR AND ACCURATE NUCLEAR DENSITY TEST CAN BE PERFORMED ARE APPROVED FOR UTILITY TRENCH BACKFILL, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- BACKFILLING OF TRENCHES WITHOUT TESTING DURING THE BACKFILL OPERATION IS STRONGLY DISCOURAGED AND WILL RESULT IN REMOVAL AND REPLACEMENT OF BACKFILL BACK TO THE LAST DOCUMENTED PASSING TEST.
- ALL WATER AND SEWER LINES MUST BE TESTED AND APPROVED PRIOR TO STREET CONSTRUCTION. CONTRACTOR IS REQUIRED TO NOTIFY THE OWNER’S REPRESENTATIVE PRIOR TO TESTING . A REPRESENTATIVE OF THE OWNER OR DISTRICT MUST BE PRESENT TO WITNESS TESTING OF WATER AN SEWER LINES OR THE CITY WILL NOT APPROVE THE INSTALLATION.

PROPOSED GRADING FLOW ARROW		
MATCH EXISTING	M.E.	EXISTING FEATURES:
EDGE OF CONCRETE	EOC	EXISTING GROUND FLOW ARROW 
BACK OF WALK	BW	FIRE HYDRANT 
FRONT OF WALK	FW	STORM INLET 
TOP OF STEP	TOS	WATER VALVE 
FLOW LINE	FL	LIGHT POLE 
VALLEY PAN EDGE	VP	EXISTING ELEVATION  98.52
PROPERTY LINE		MATCH EXISTING (VERT AND HORIZ) M.E.
TRAFFIC FLOW DIRECTION		EXISTING UTILITY POLE 
CITY OF GRAND JUNCTION	COGJ	EX SEWER LINE 
PROPOSED ELEVATION	98.52 	EX WATER LINE
PROPOSED STORM INLET		EX OVERHEAD ELEC 
PROPOSED SEWER LINE		EX GAS LINE 
PROPOSED SEWER MANHOLE		EX TELEPHONE 
PROPOSED WATER LINE		EX SEWER MANHOLE 
PROPOSED WATER METER		EX TOPOGRAPHY 
PROPOSED LIGHT POLE		
PROPOSED SIGN		
BOTTOM OF CURB	BOC	
TOP OF CURB	TOC	
APPROXIMATE (CONTRACTOR TO VERIFY ELEV)	~	
FIRE DEPARTMENT CONNECTION	FDC	
PROPOSED TOPOGRAPHY		

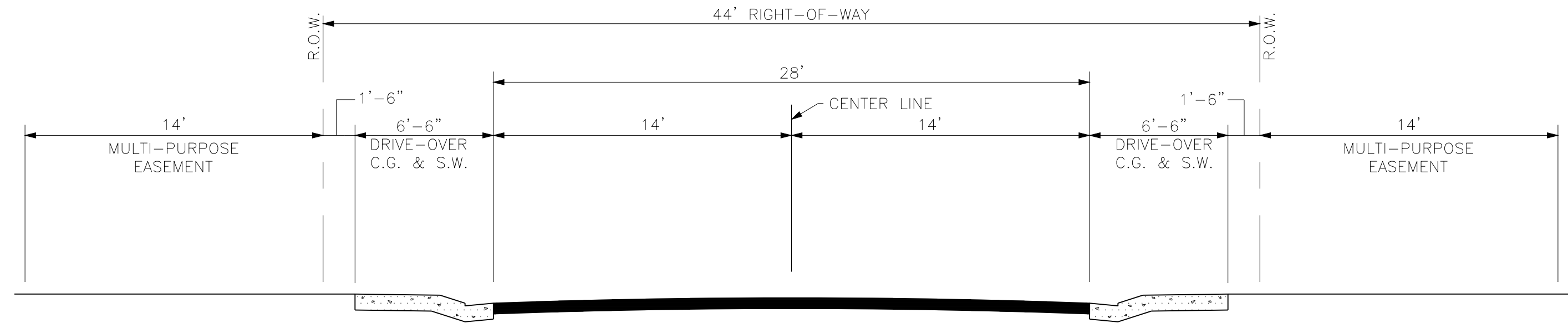


CITY OF GRAND JUNCTION	
<u>ACCEPTANCE BLOCK</u>	
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CITY DEVELOPMENT ENGINEER	DATE



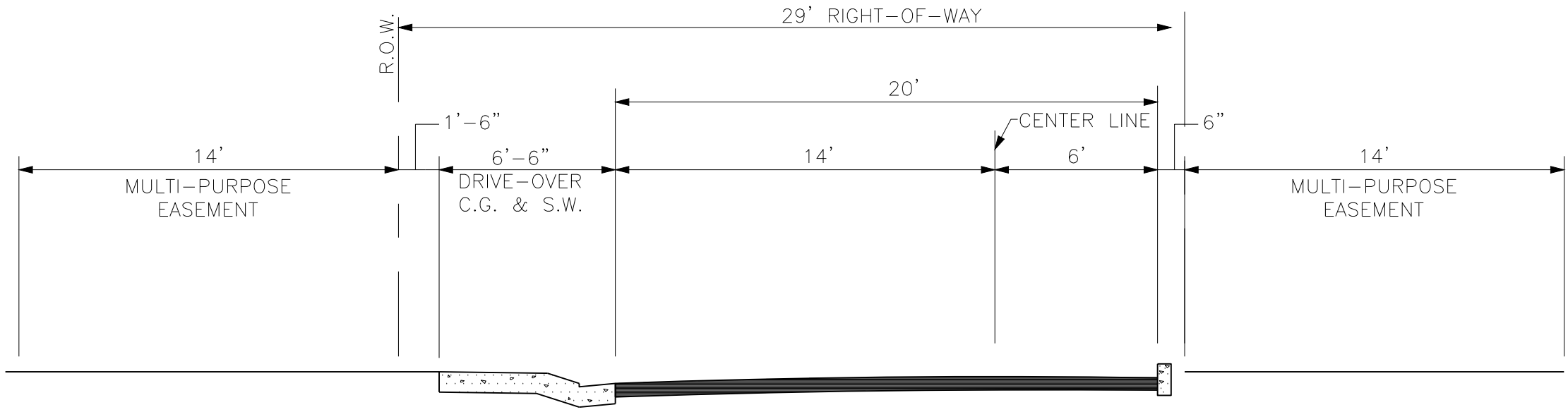
#	REVISION	DESCRIPTION	DATE

HALLS ESTATES FILING IV GRAND JUNCTION, COLORADO INSIDE COVER SHEET/GENERAL NOTES/LEGEND	
PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-2
OF	21 DWGS



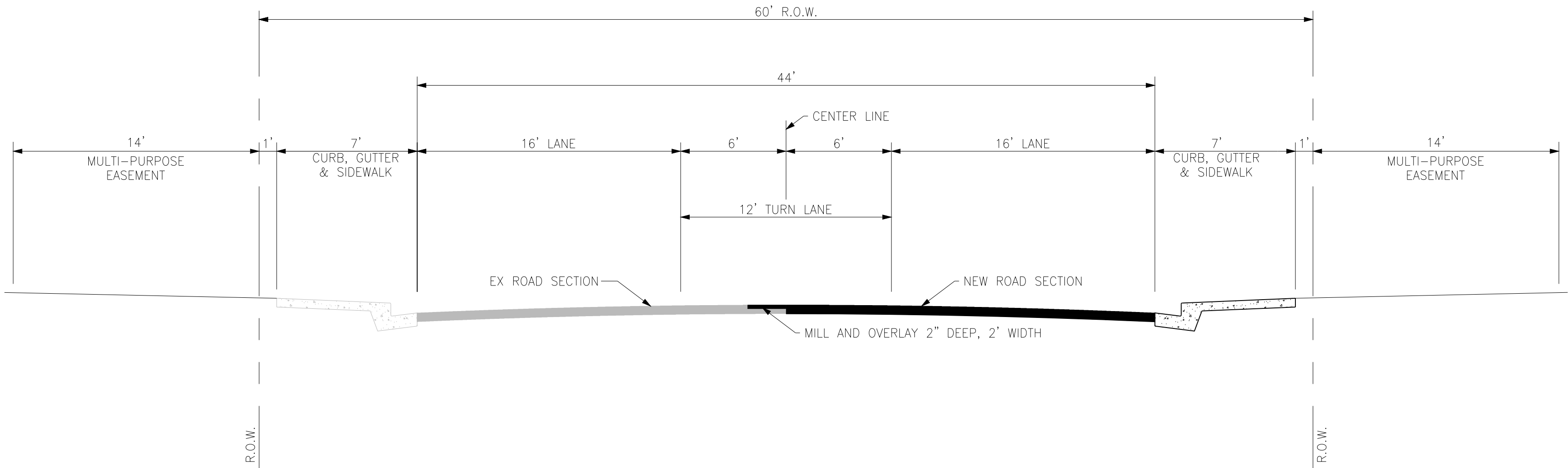
① DRIVE OVER CURB, GUTTER AND SIDEWALK SHALL BE INSTALLED ONLY ON URBAN RESIDENTIAL STREETS WITH LESS THAN 1000 A.D.T.

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



0 TO 1000 A.D.T.

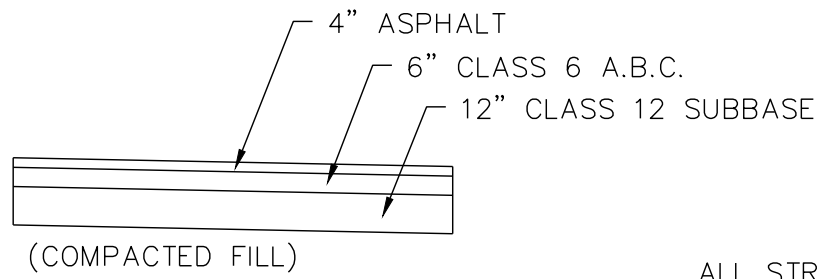
FOR ADDITIONAL NOTES AND DETAILS, SEE INDIVIDUAL PLAN AND PROFILE SHEETS



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

QUANTITIES

ITEM DESCRIPTION	UNIT	QUANTITY
SANITARY SEWER		
8" PVC SDR-35 SANITARY SEWER MAIN	LF	398
SEWER SERVICES	EA	23
SANITARY SEWER MANHOLE	EA	3
CONNECTION TO EXISTING MANHOLE	EA	1
CONCRETE ENCASEMENT	LF	22
CLAY CUTOFF WALL	EA	2
DOMESTIC WATER		
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
STREETS		
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
EARTHWORK		
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
REMOVALS AND RESETTNG		
REMOVAL OF ASPHALT	SY	175
REMOVAL OF MISC CONCRETE	SY	50
ADJUST MANHOLE	EA	4
SEEDING AND SOIL RETENTION		
INLET PROTECTION	EA	3
MONTHLY MAINTENANCE INSPECTION	EA	9
TEMPORARY IRRIGATION	EA	1
STORM DRAINAGE FACILITIES		
18" HDPE STORM DRAIN PIPE	LF	22
CONNECTION TO EX MANHOLE	EA	1
SINGLE CURB OPENING STORM DRAIN INLET	EA	1
MISCELLANEOUS ITEMS		
CONSTRUCTION STAKING/SURVEYING	EA	1



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

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

PROJ.# 18104

DESIGNED BY BMB

DRAWN BY BMB

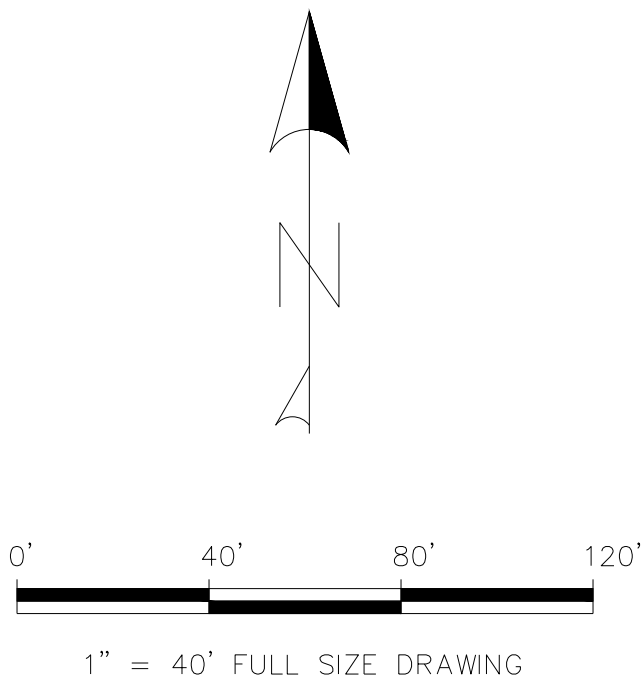
DATE 11/9/18

DRAWING NUMBER

C-3

OF 21 DWGS





UTILITY VENDORS:

GAS XCEL ENERGY
ELECTRIC XCEL ENERGY
TELEPHONE QWEST/CENTURYLINK
SEWER CITY OF GJ
WATER CITY OF GJ
STREETS CITY OF GJ
CABLE CHARTER
DRAINAGE GRAND VALLEY DRAINAGE DIST
IRRIGATION GRAND VALLEY IRRIGATION CO
ENGINEERING CITY OF GJ

BRENDA BOES 244-2698
BRENDA BOES 244-2698
CHRIS JOHNSON 244-4311
DAN TONELLO 256-4162
DAN 244-1430
PUBLIC WORKS 244-1554
JEFF VALDEZ 263-2314
TIM RYAN 242-4343
CHARLIE GUENTHER 242-2762
RICK DORRIS 242-1443

SITE INFORMATION:

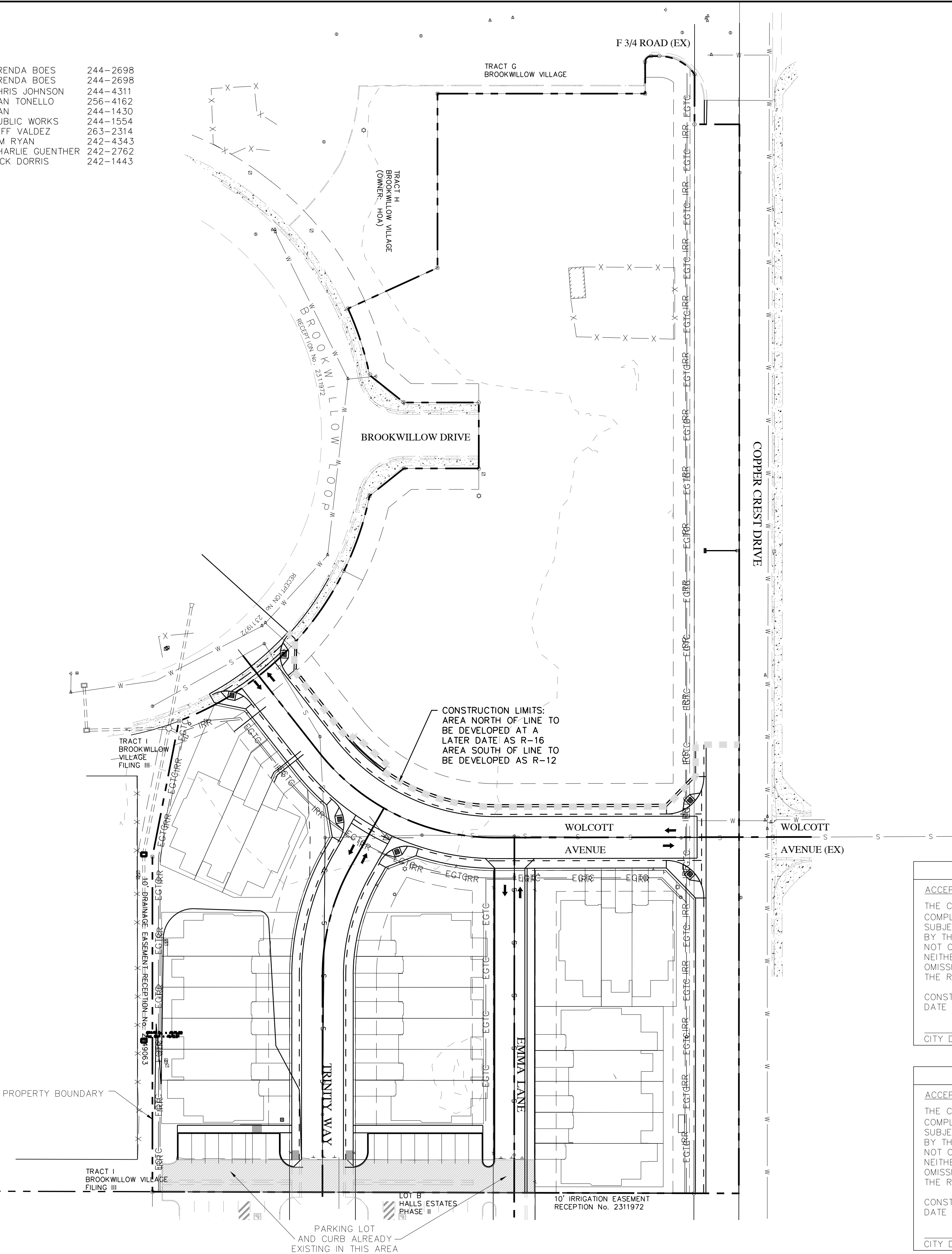
ZONING: PD (CURRENT)

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 $\frac{1}{4}$ CORNER – SECTION 4
T. 1 S., R. 1 W., U.M.
3 $\frac{1}{4}$ " Alum. CAP – MCSM #550-1
N 47371.1295
E 81538.1694
ELEV. = 4571.18

C-EX $\frac{1}{6}$ CORNER – SECTION 4
T. 1 S., R. 1 W., U.M.
3 $\frac{1}{4}$ " Alum. CAP – BLM-1988
N 47367.2643
E 82858.1337
ELEV. = 4580.77

CITY OF GRAND JUNCTION

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CITY DEVELOPMENT PLANNER

DATE

CITY OF GRAND JUNCTION

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DATE



HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
OVERALL SITE PLAN

PROJ.# 18104

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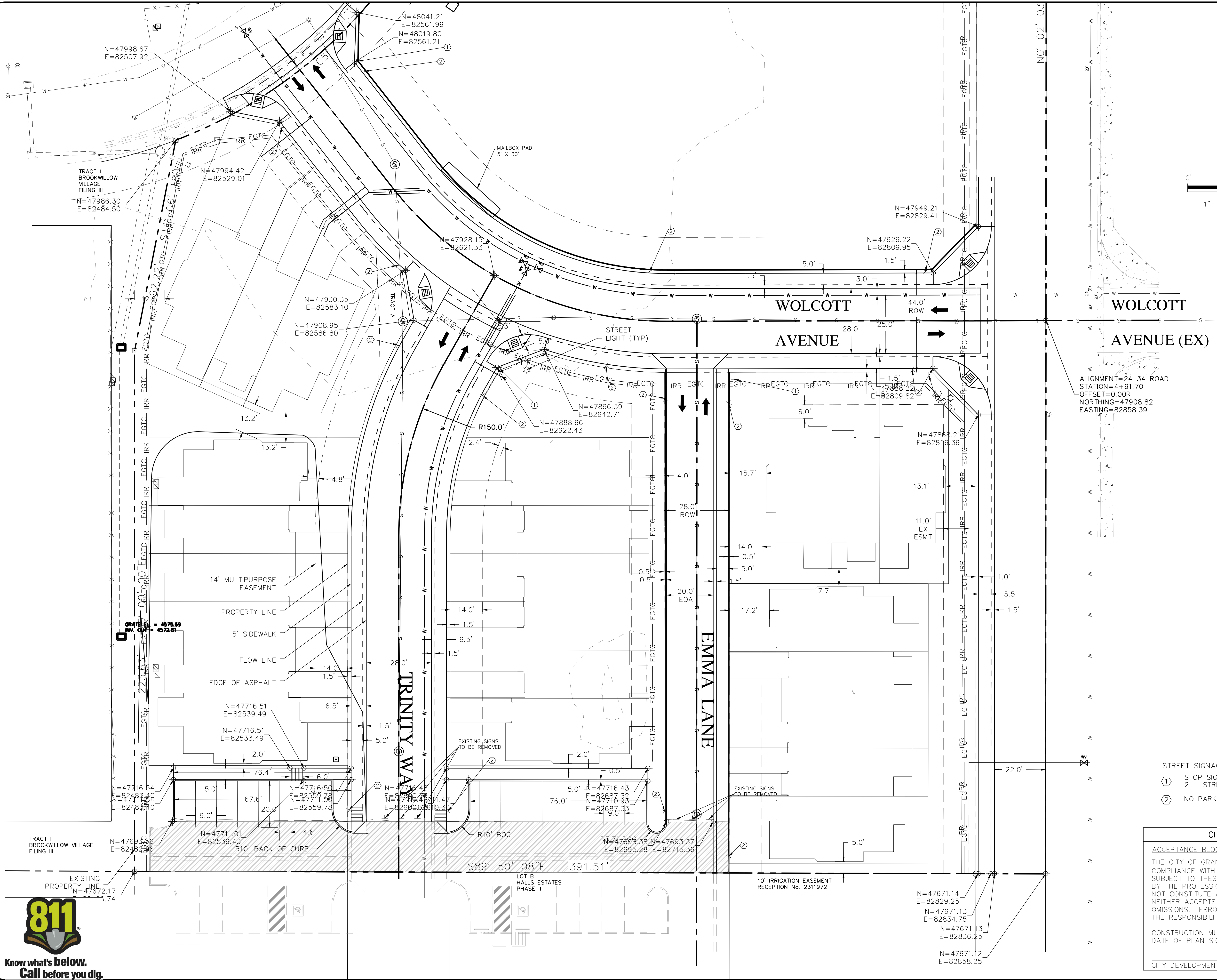
C-4

OF 21 DWGS



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Colorado Land Advisor



ALIGNMENT=24.34 ROAD
STATION=4+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

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DATE

HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
SITE PLAN

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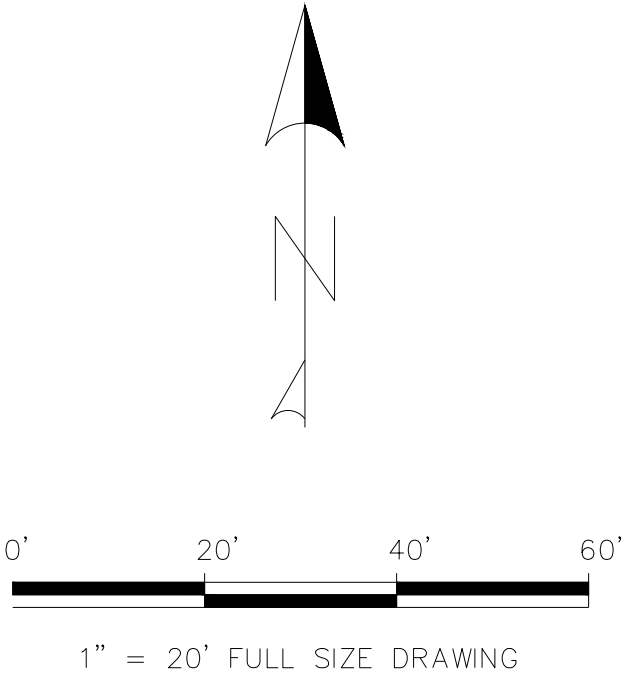
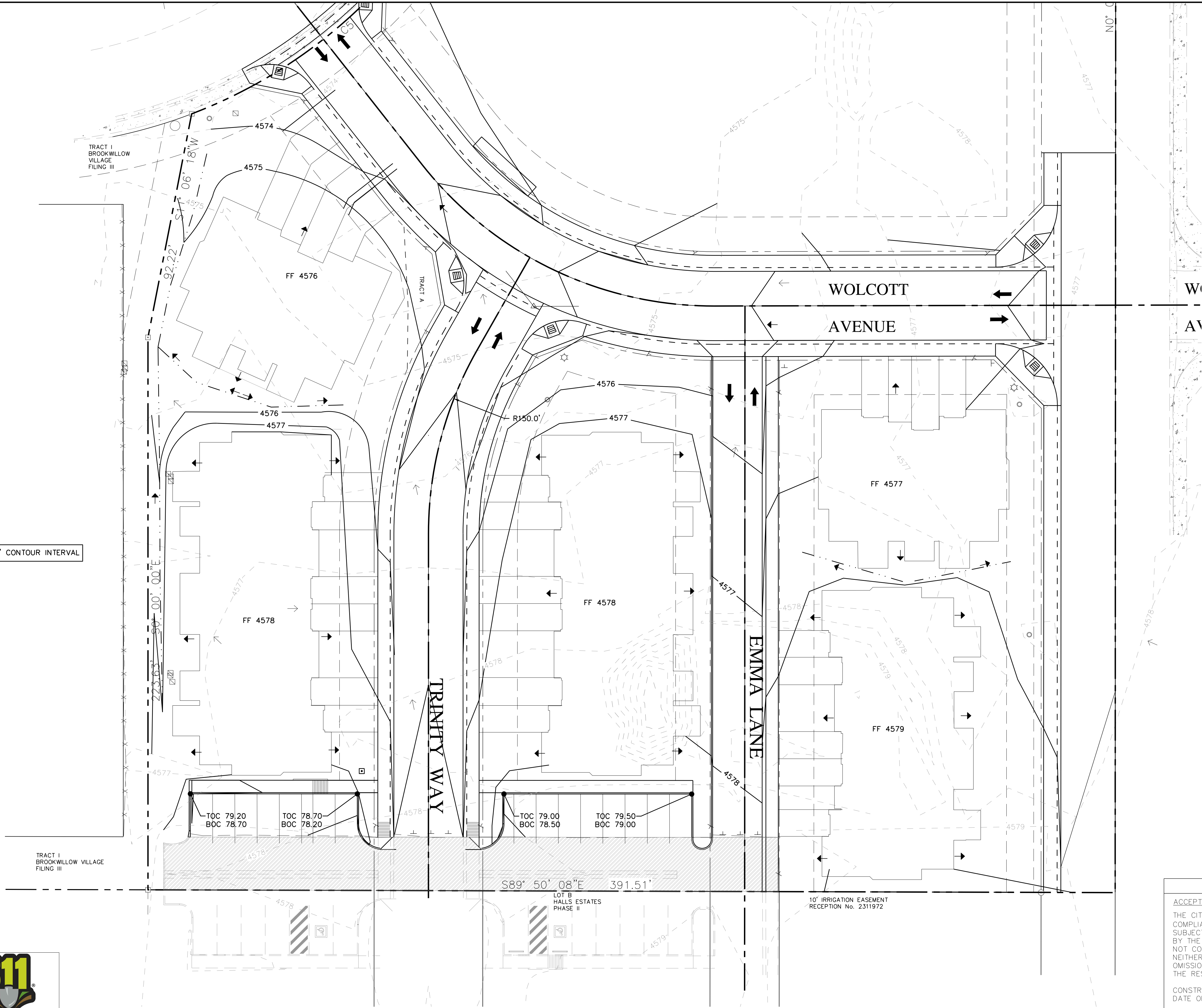
C-5

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

HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
GRADING PLAN

#	REVISION	DESCRIPTION	DATE

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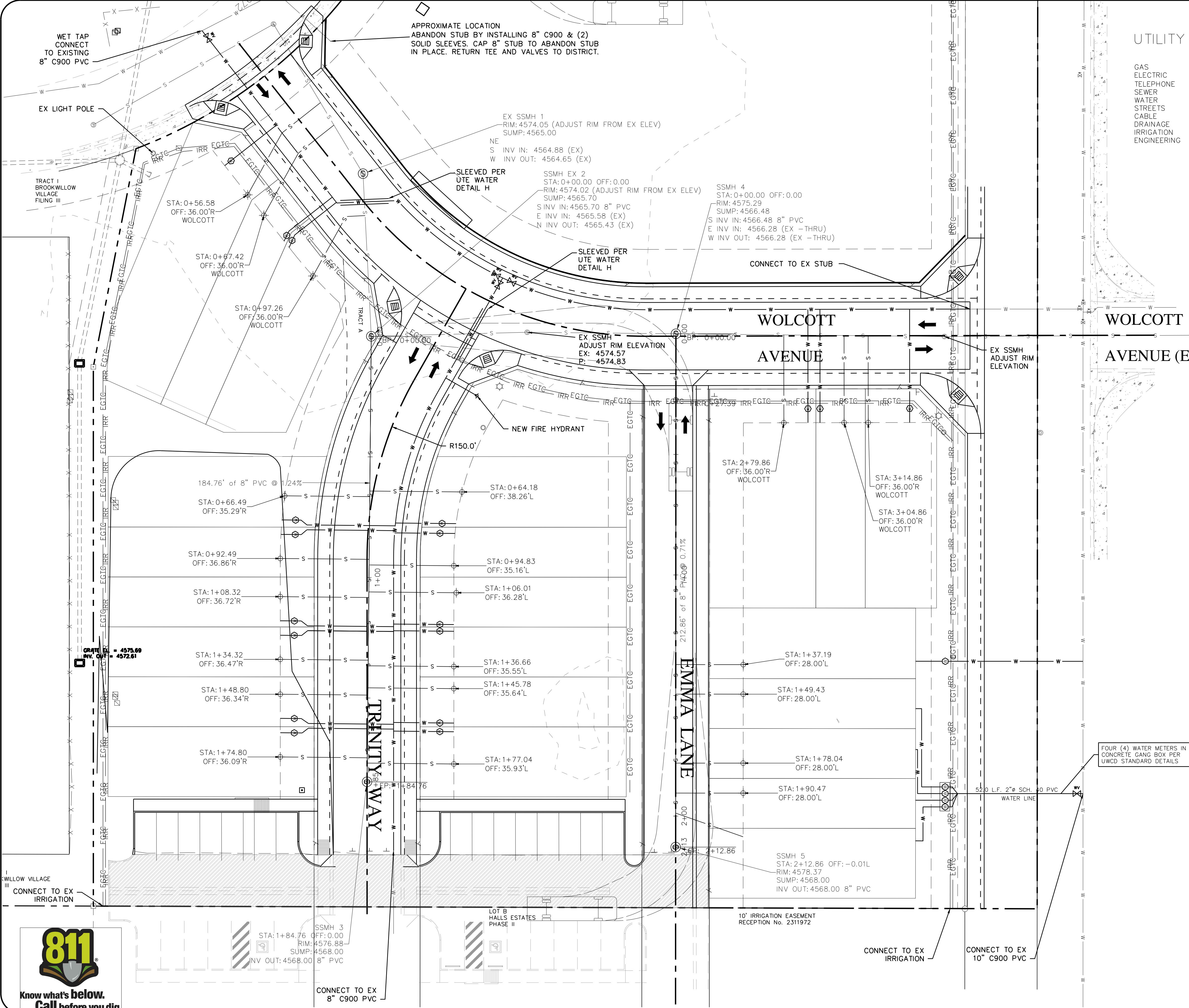
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CITY DEVELOPMENT ENGINEER _____ DATE _____

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DRAWING NUMBER	C-6
OF	21 DWGS.

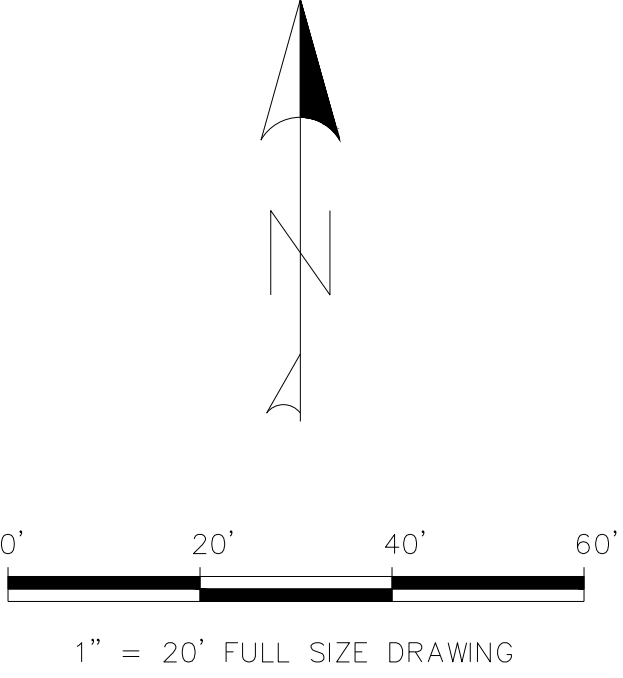


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UTILITY VENDORS:

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



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

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.

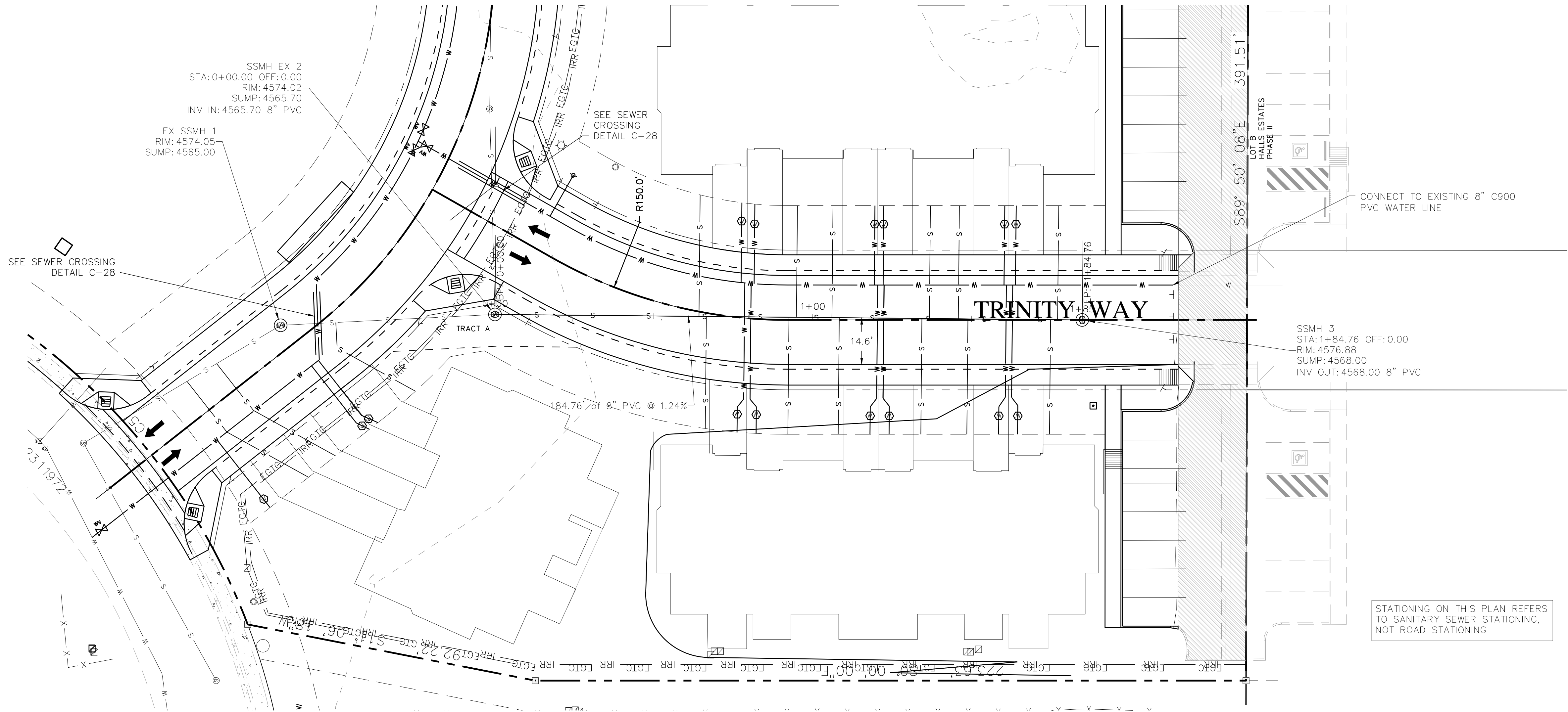
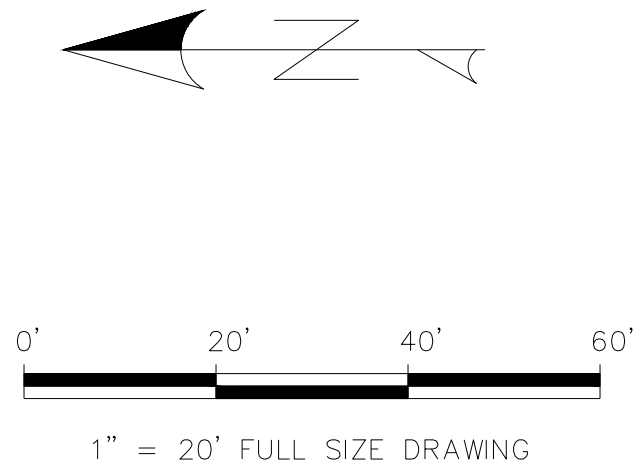
CITY DEVELOPMENT ENGINEER DATE

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.

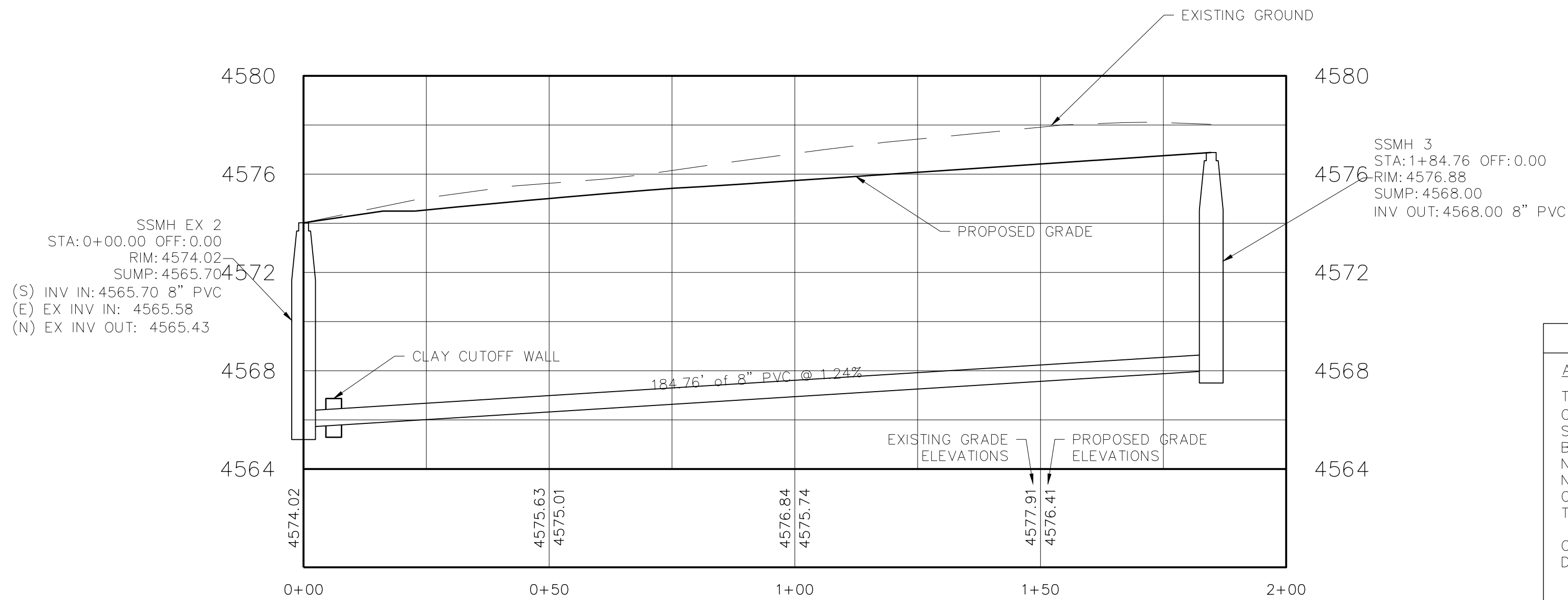
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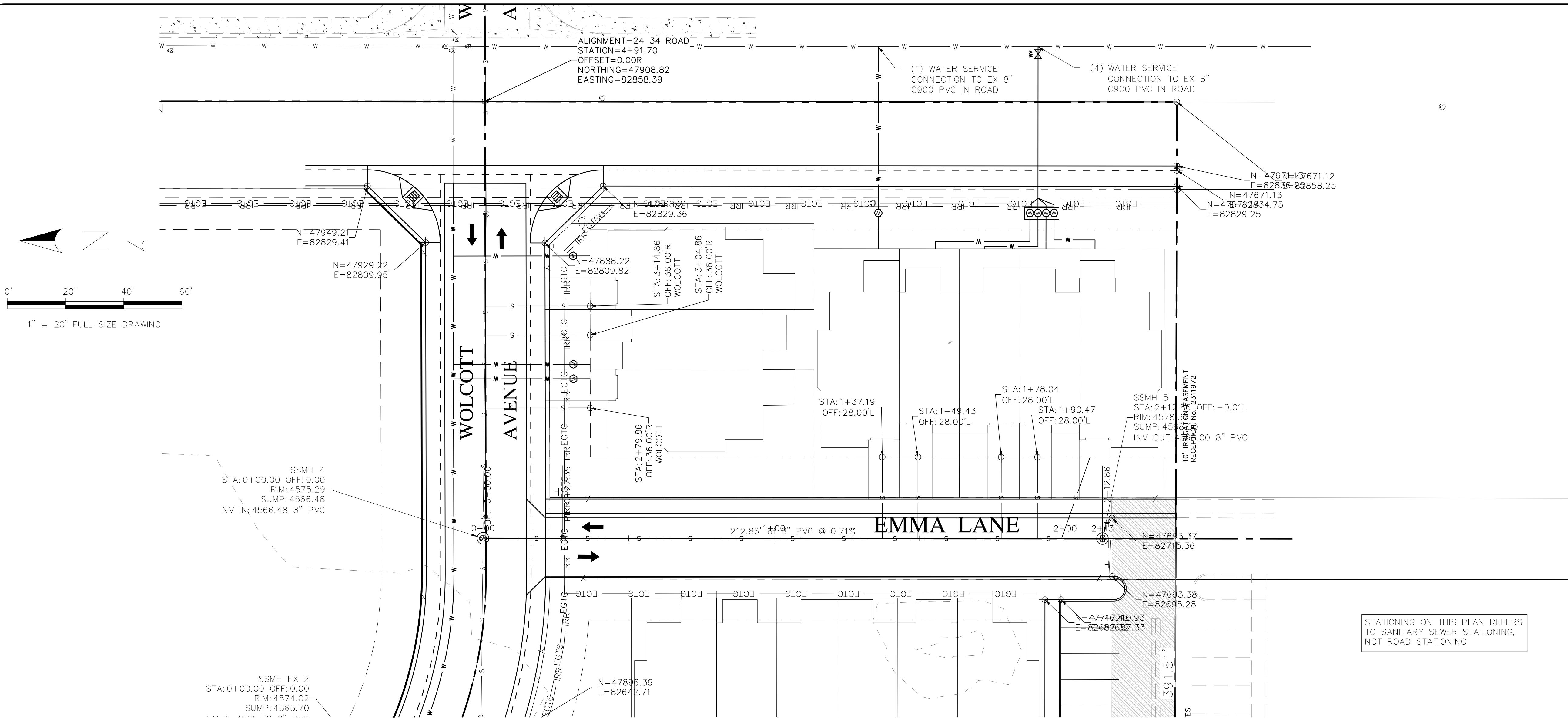
CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
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CITY DEVELOPMENT ENGINEER	DATE



#	REVISION	DESCRIPTION	DATE

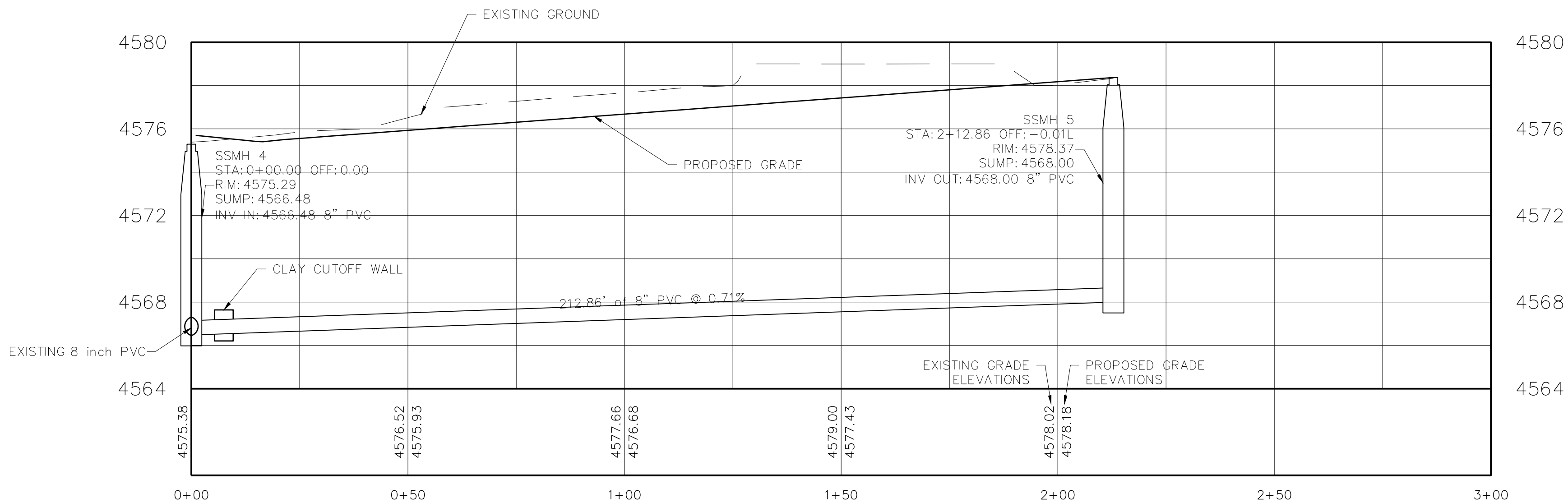
HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
WATER PLAN, SANITARY SEWER LINE A
(TRINITY WAY) PLAN AND PROFILE

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



ALL WATER METER PITS SHALL BE LOCATED ON OPPOSITE
LOT SIDE OF DRY UTILITY TRANSFORMERS AND PEDESTALS.
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RETAINER GLANDS FOR THRUST
RESTRAINT PER UWCD SPECIFICATIONS
WITH EXCEPTION OF FIRE HYDRANT
ASSEMBLY AS SHOWN IN STANDARD
DETAIL SHEETS.



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



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#	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

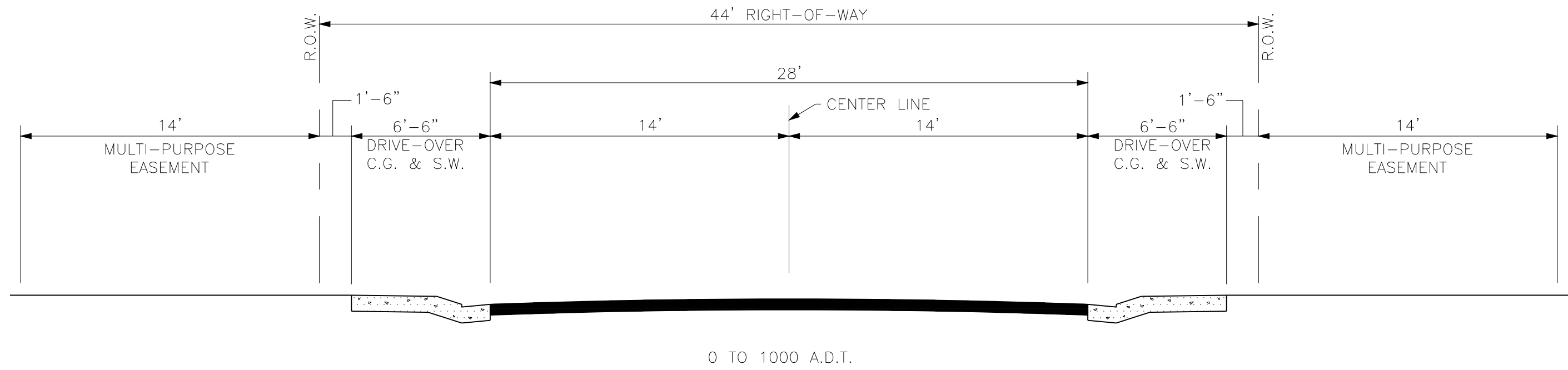
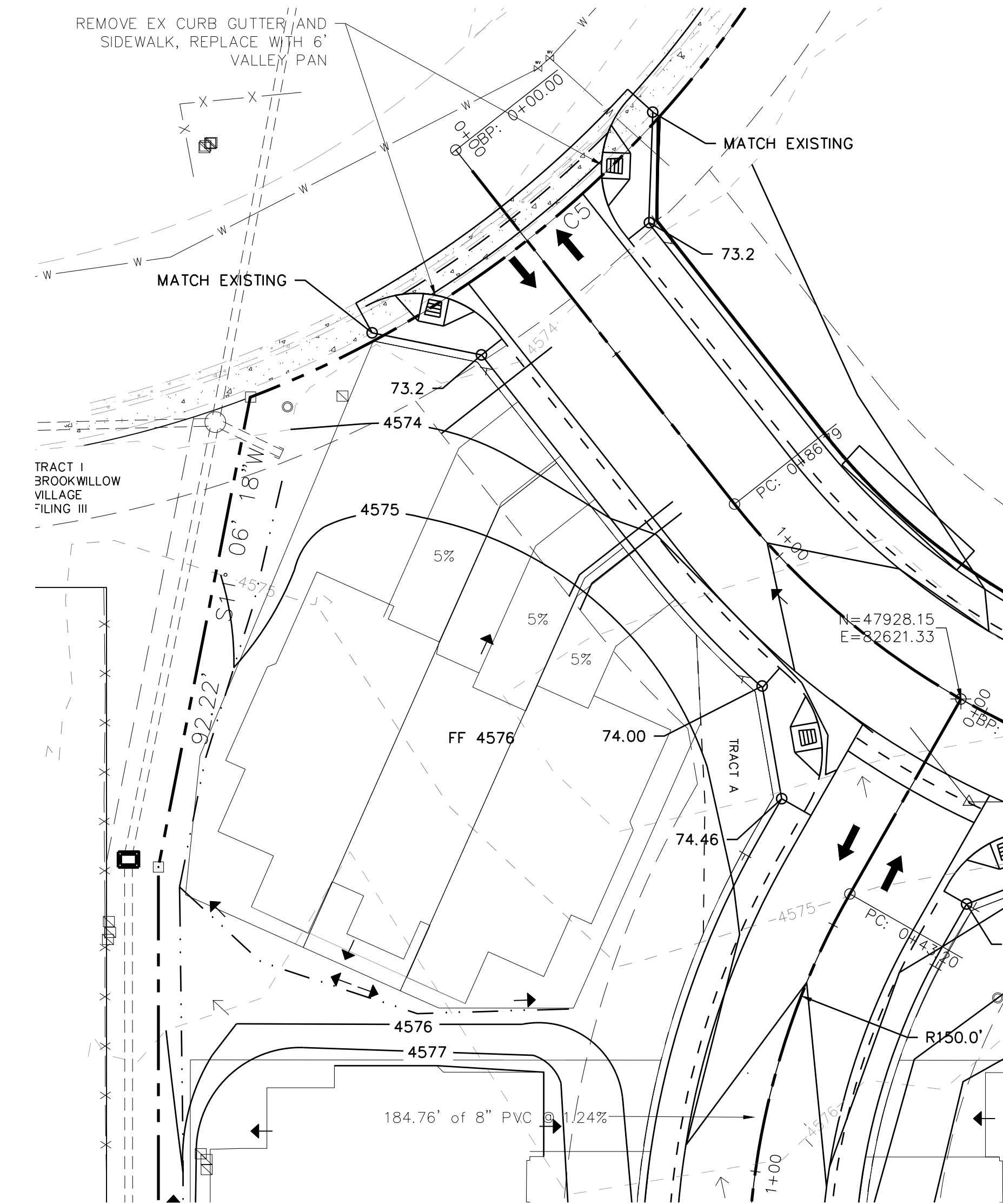
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DATE 11/9/18

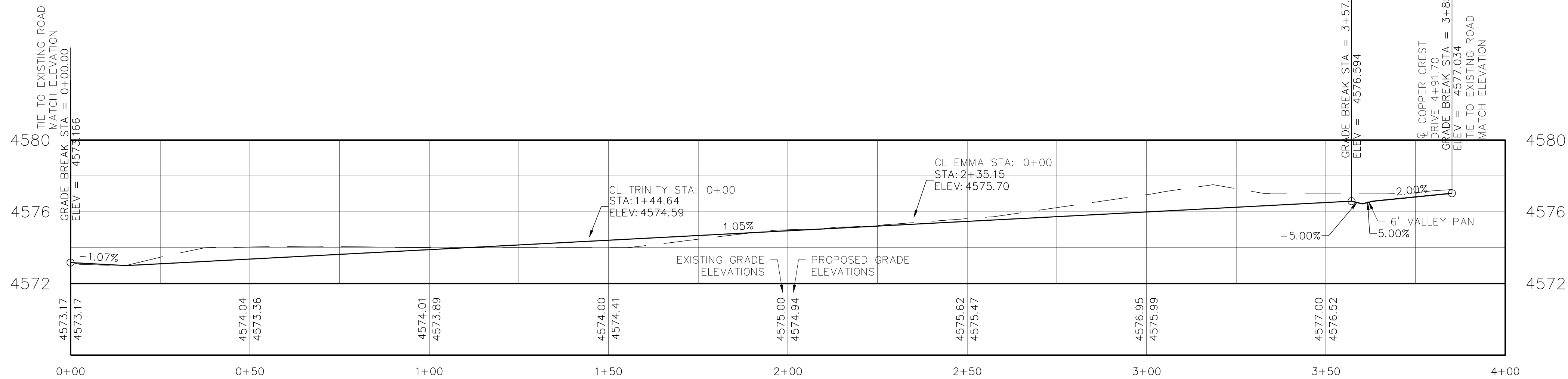
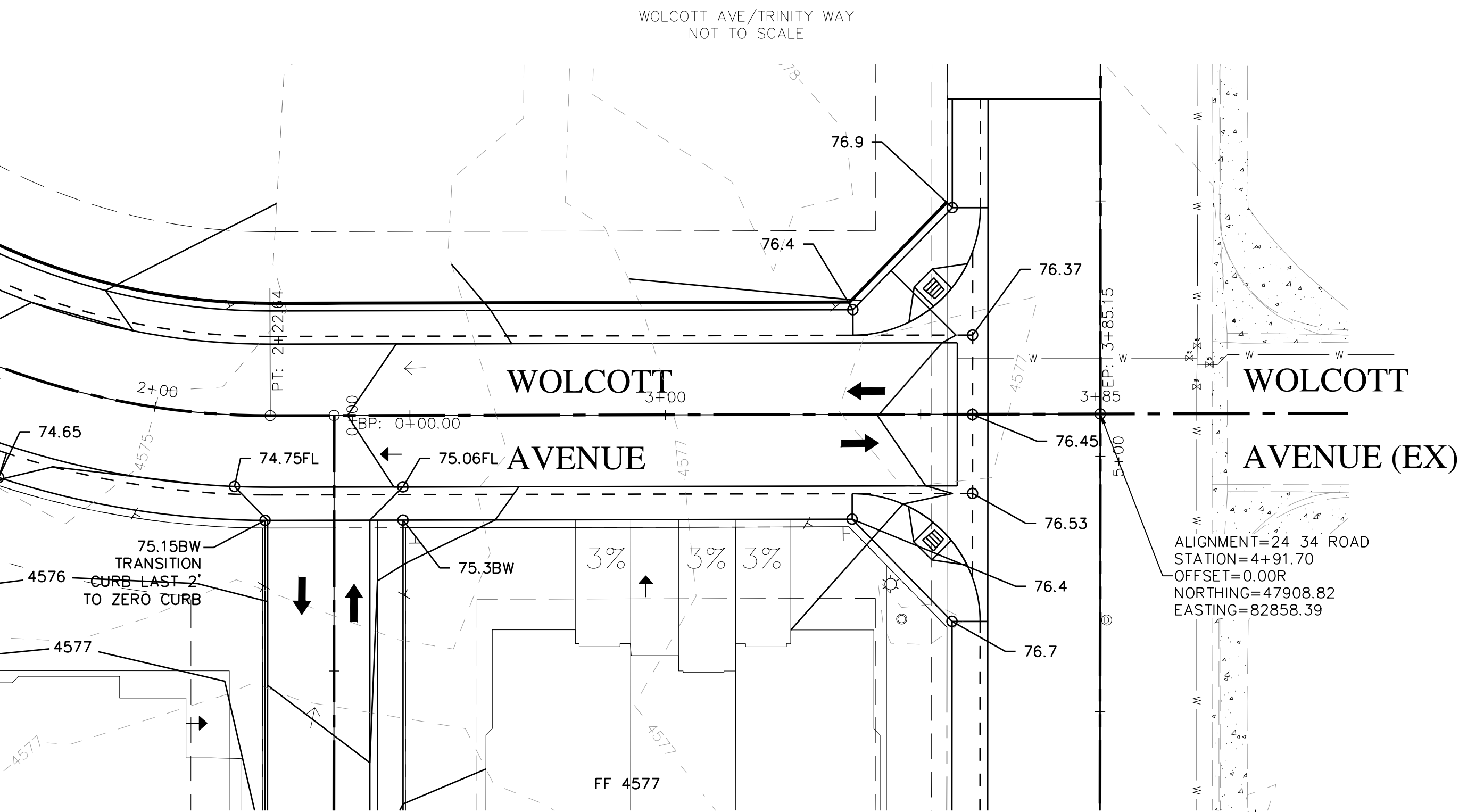
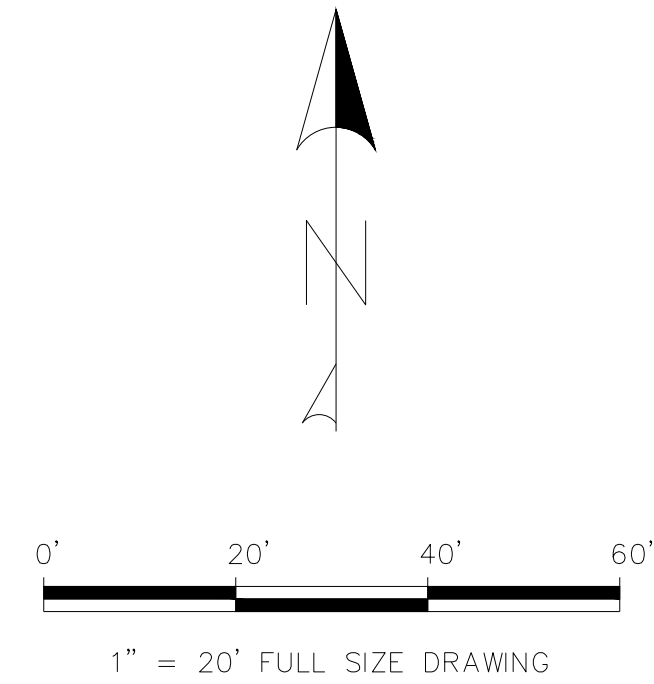
DRAWING NUMBER

C-9

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.
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- ③ SEE PAGE ST-12 FOR DETAILS OF MULTI-PURPOSE EASEMENTS ADJACENT TO ROAD RIGHT-OF-WAY.
- ④ ADDITIONAL RIGHT-OF-WAY WIDTH WILL BE REQUIRED FOR CONSTRUCTION OF RIGHT TURN DECELERATION LANES. SEE CHAPTER 5 OF THE CITY'S TRANSPORTATION ENGINEERING DESIGN STANDARDS FOR SPEED CHANGE LANE DIMENSIONS.
- ⑤ IN SIGHT ZONES, NO TREES, SHRUBS, FENCES, STRUCTURES OR OTHER OBSTRUCTIONS SHALL BE OVER 30" IN HEIGHT (MEASURED AT THE NEAR EDGE OF ROADWAY). SEE NOTE 5, PAGE ST-14 FOR EXCEPTIONS.



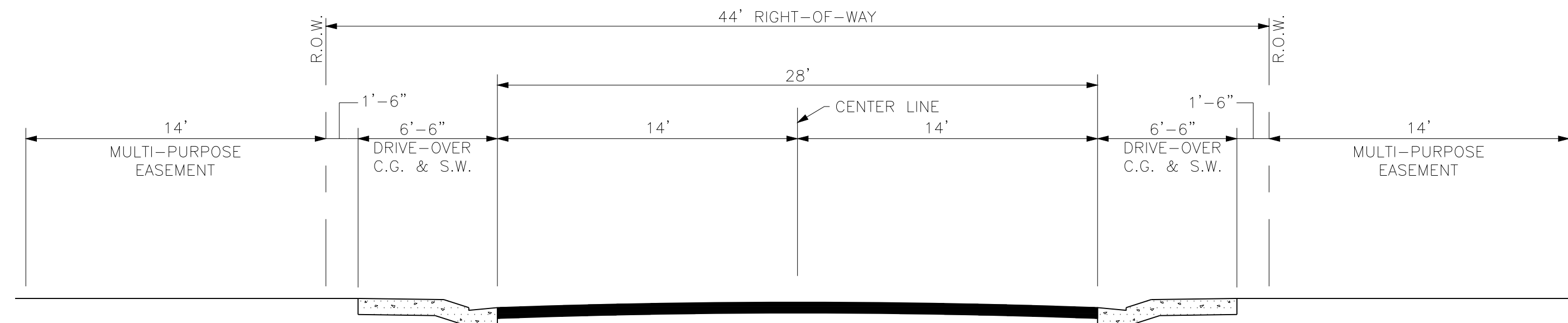
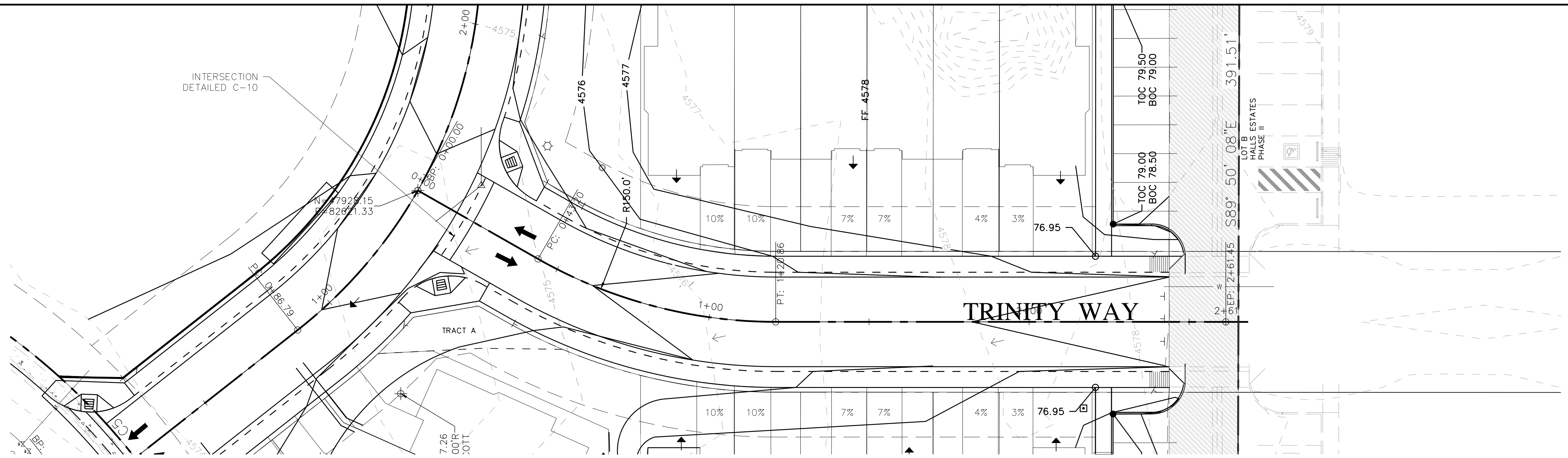
CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
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CITY DEVELOPMENT ENGINEER	DATE

#	REVISION	DESCRIPTION	DATE

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

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





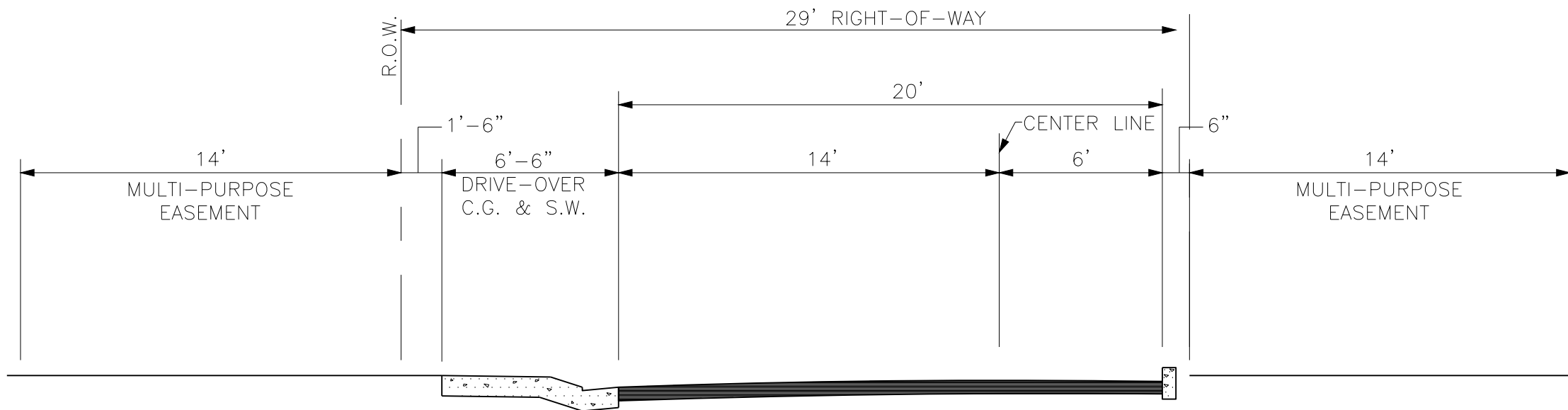
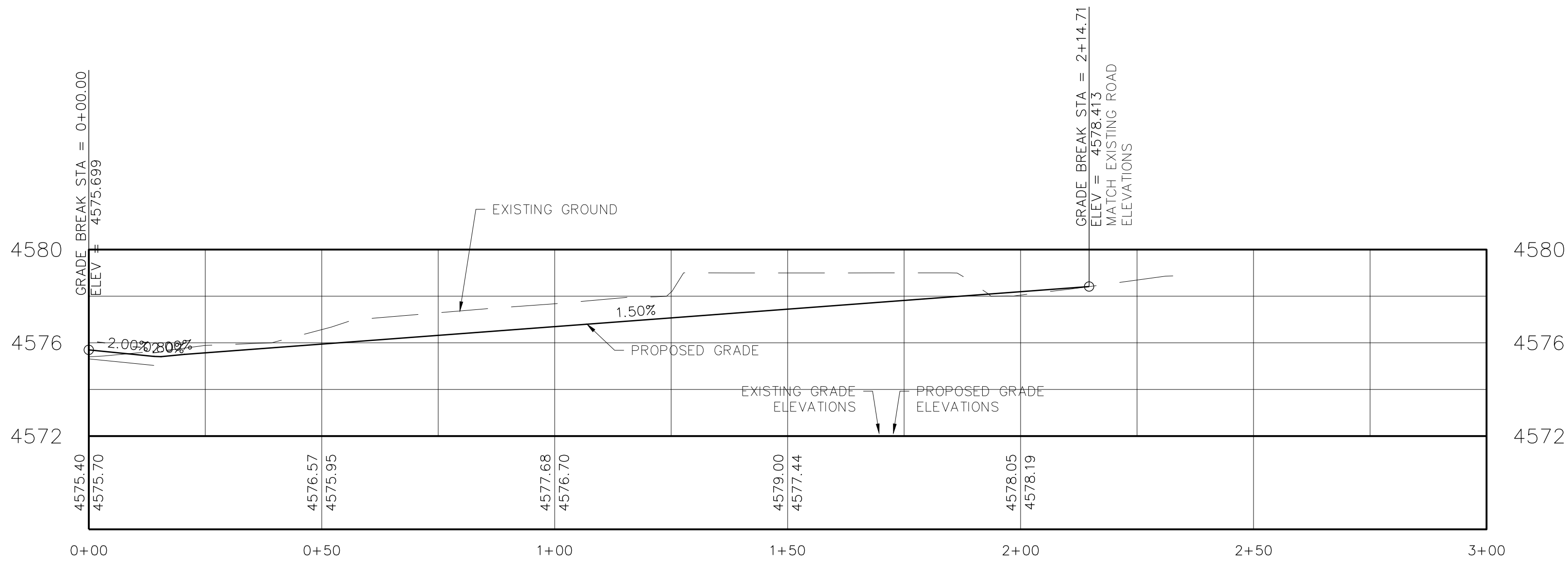
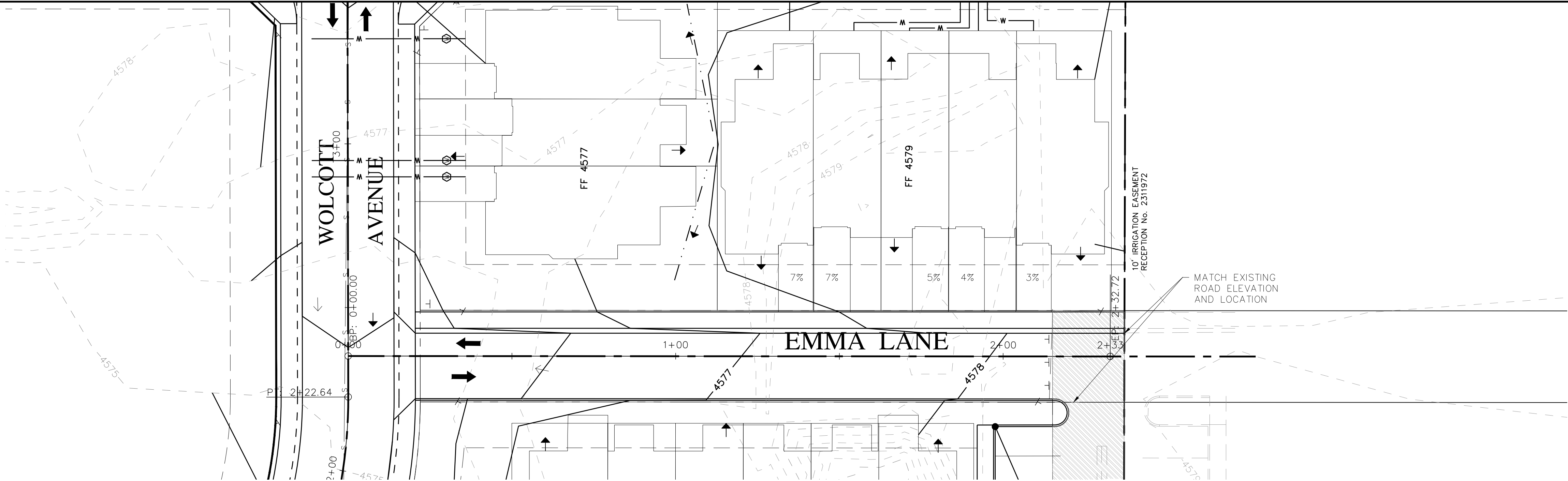
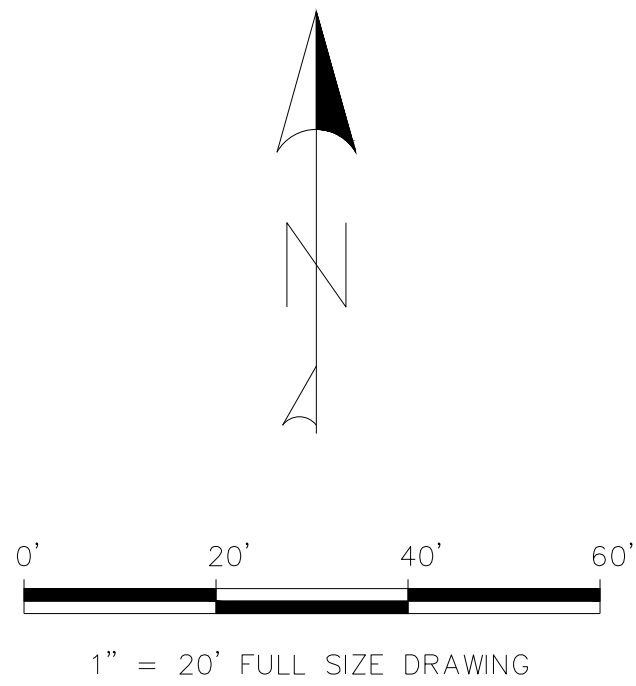
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DRAWING NUMBER	C-11
OF	21 DWGS



0 TO 1000 A.D.T.

- ① DRIVE OVER CURB, GUTTER AND SIDEWALK SHALL BE INSTALLED ONLY ON URBAN RESIDENTIAL STREETS WITH LESS THAN 1000 A.D.T.
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EMMA LANE
NOT TO SCALE



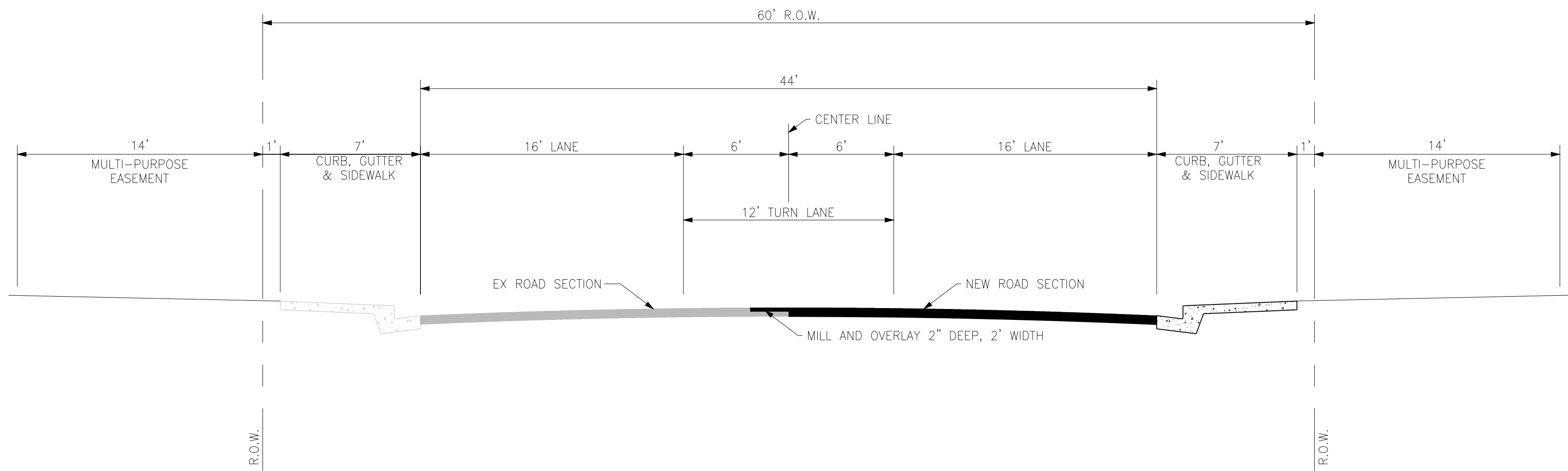
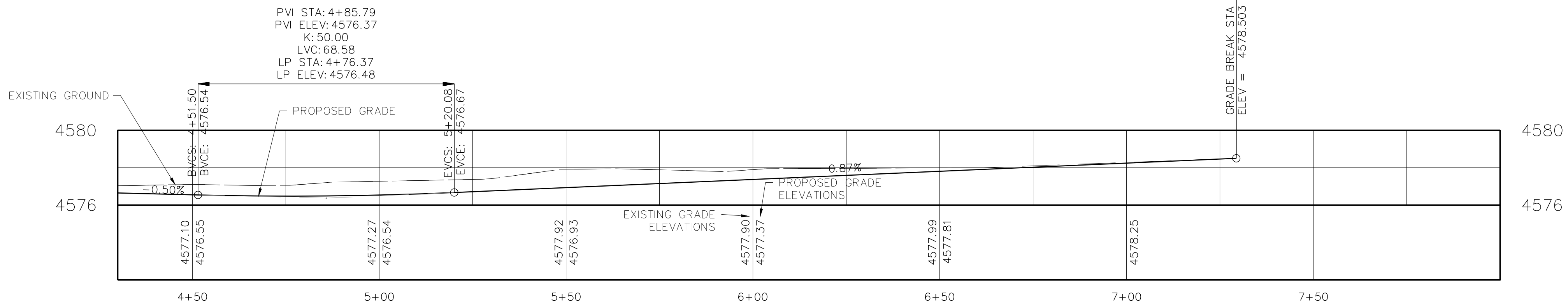
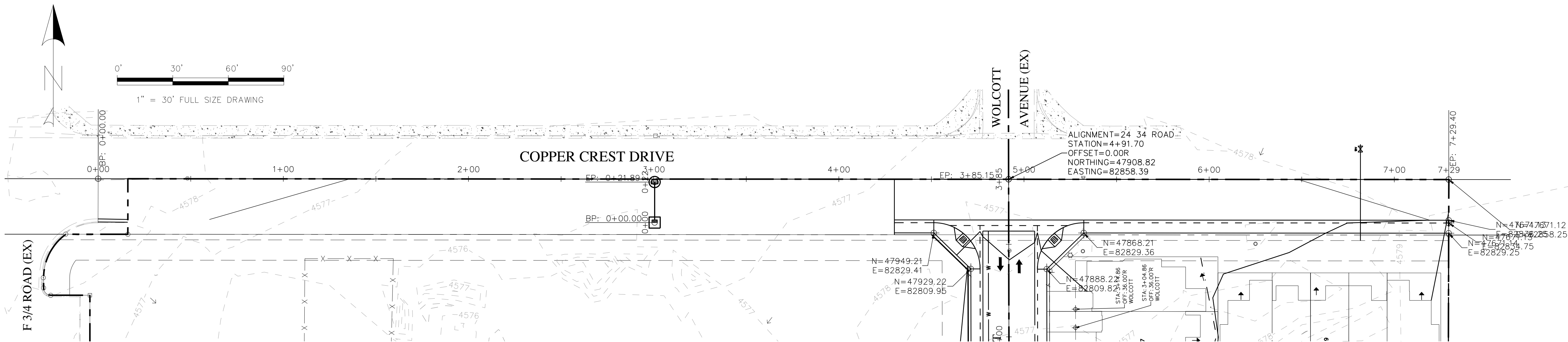
CITY OF GRAND JUNCTION	
ACCEPTANCE BLOCK	
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE 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



#	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



- SEE THE GRAND JUNCTION URBANIZED AREA FUNCTIONAL CLASSIFICATION MAP FOR COLLECTOR STREET DESIGNATIONS.
- VERTICAL CURBS, GUTTERS AND SIDEWALKS ARE REQUIRED ON BOTH SIDES OF ALL COLLECTOR STREETS.
- 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

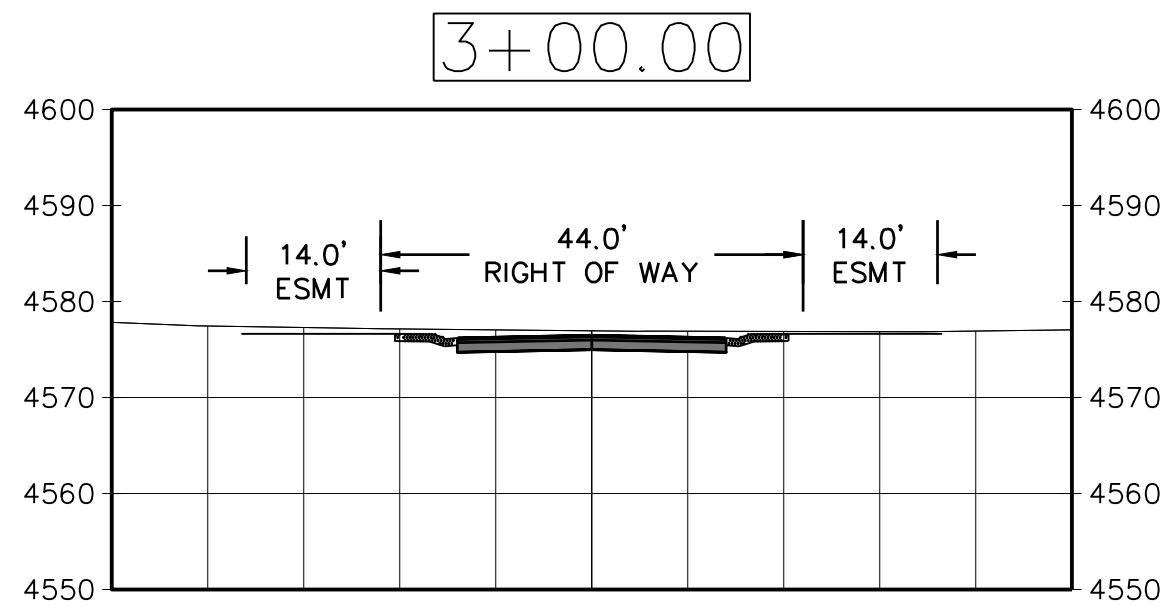
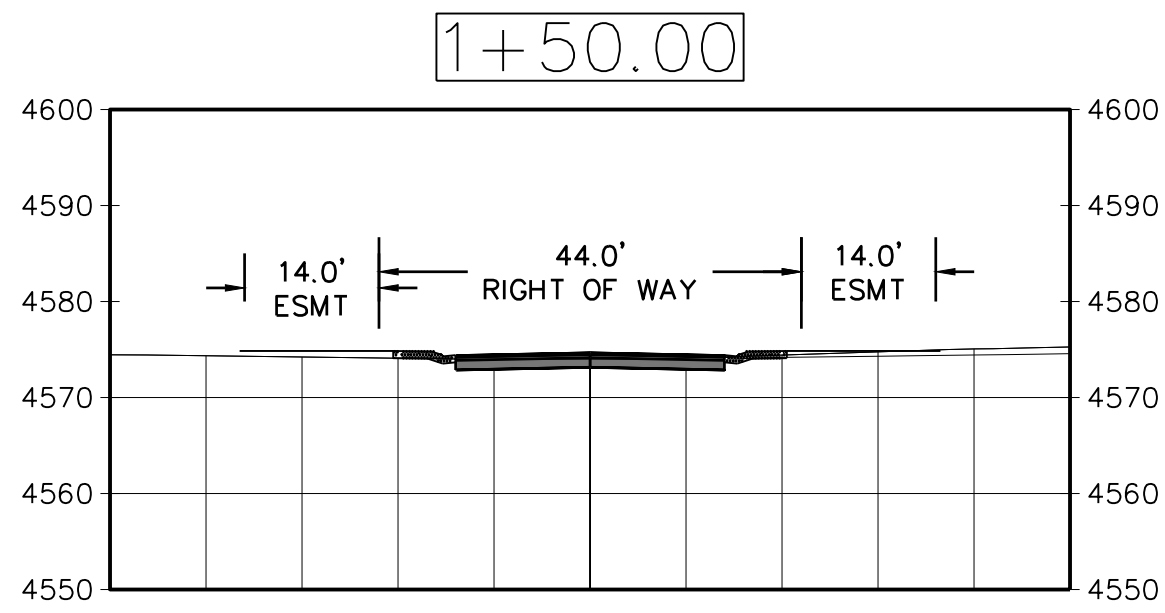
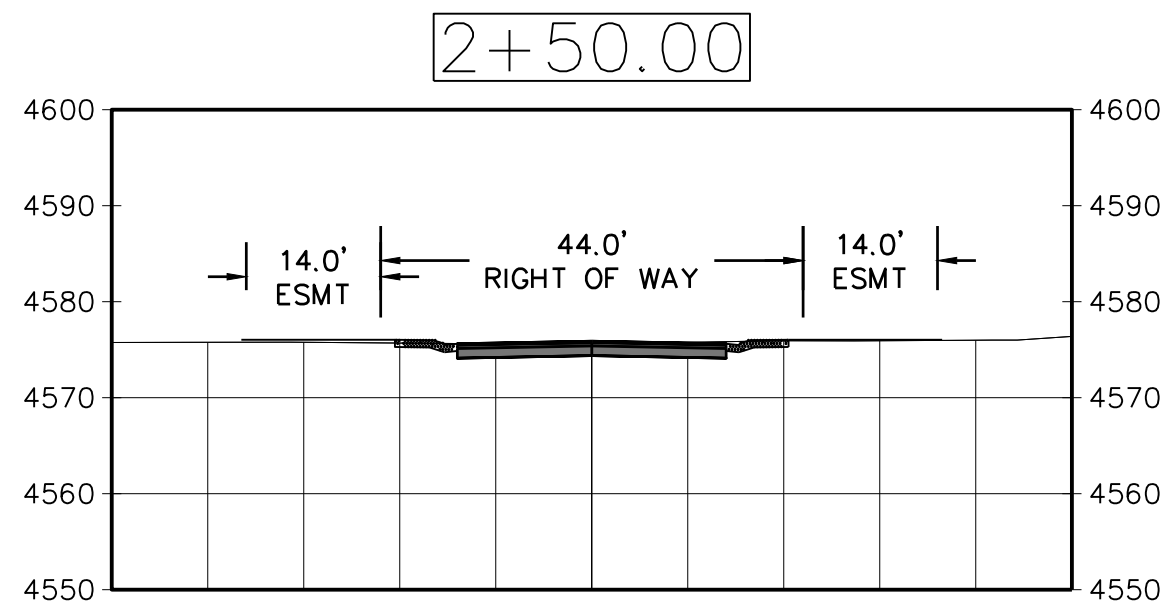
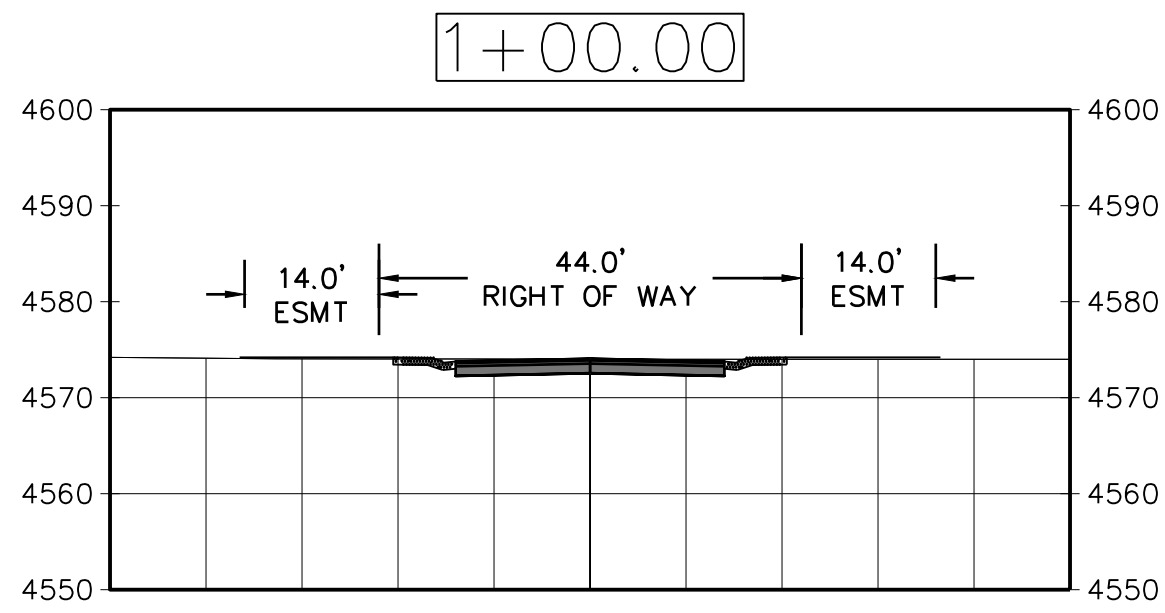
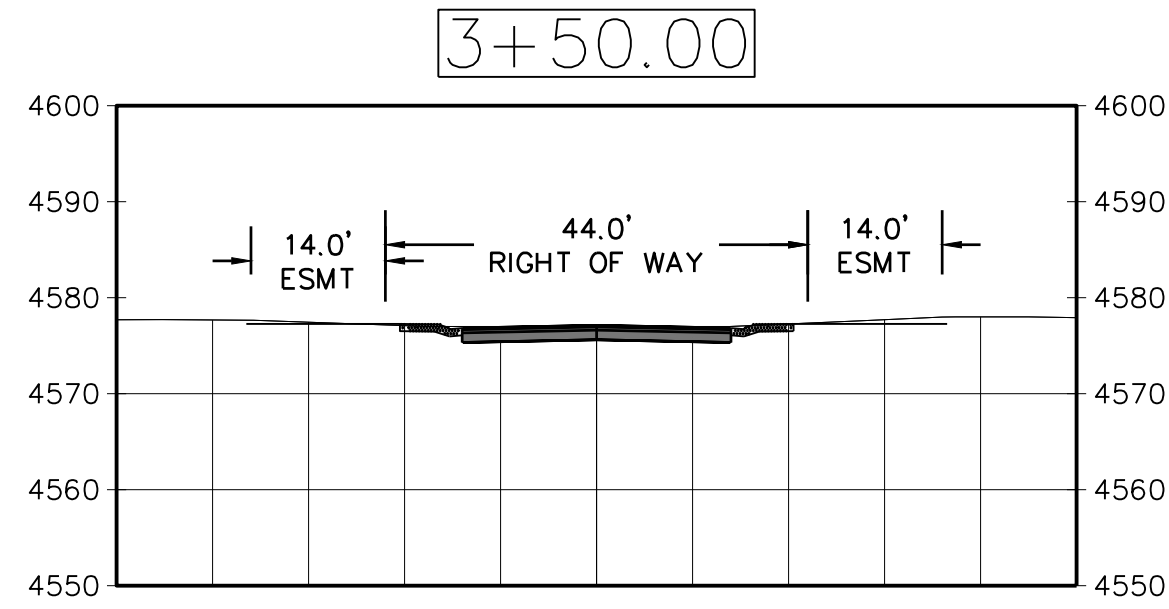
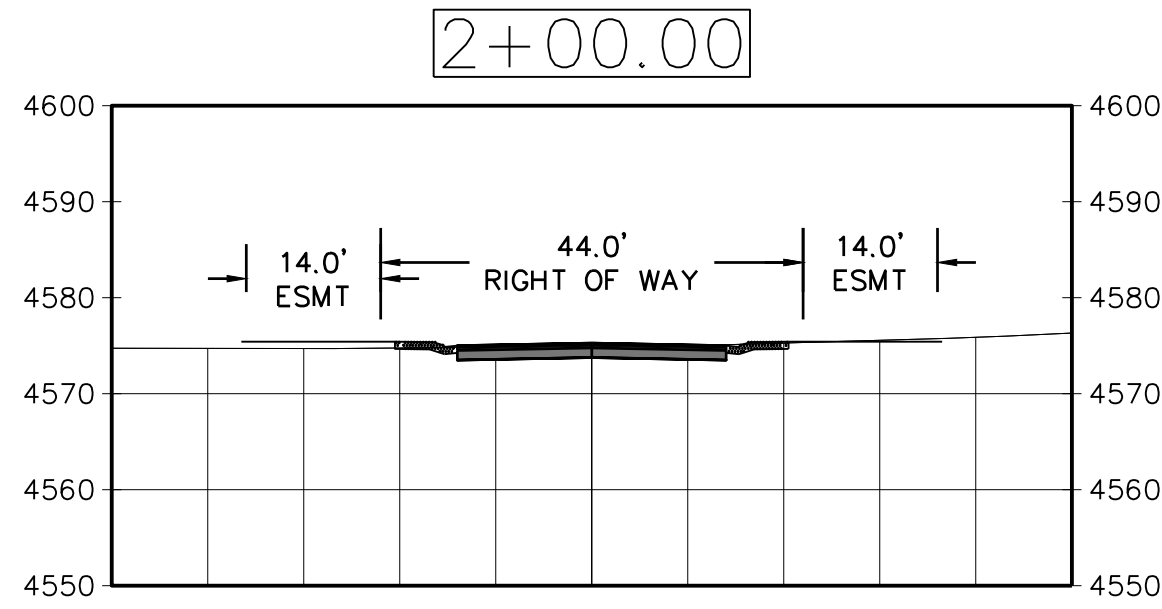
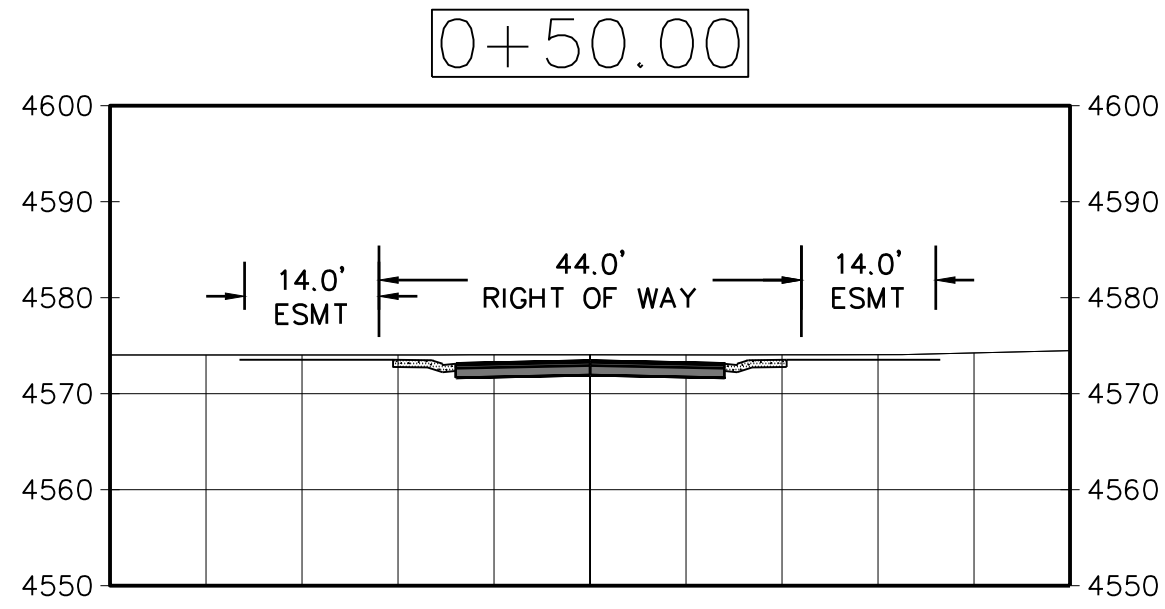


CITY OF GRAND JUNCTION	
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CITY DEVELOPMENT ENGINEER	DATE

#	REVISION	DESCRIPTION	DATE

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



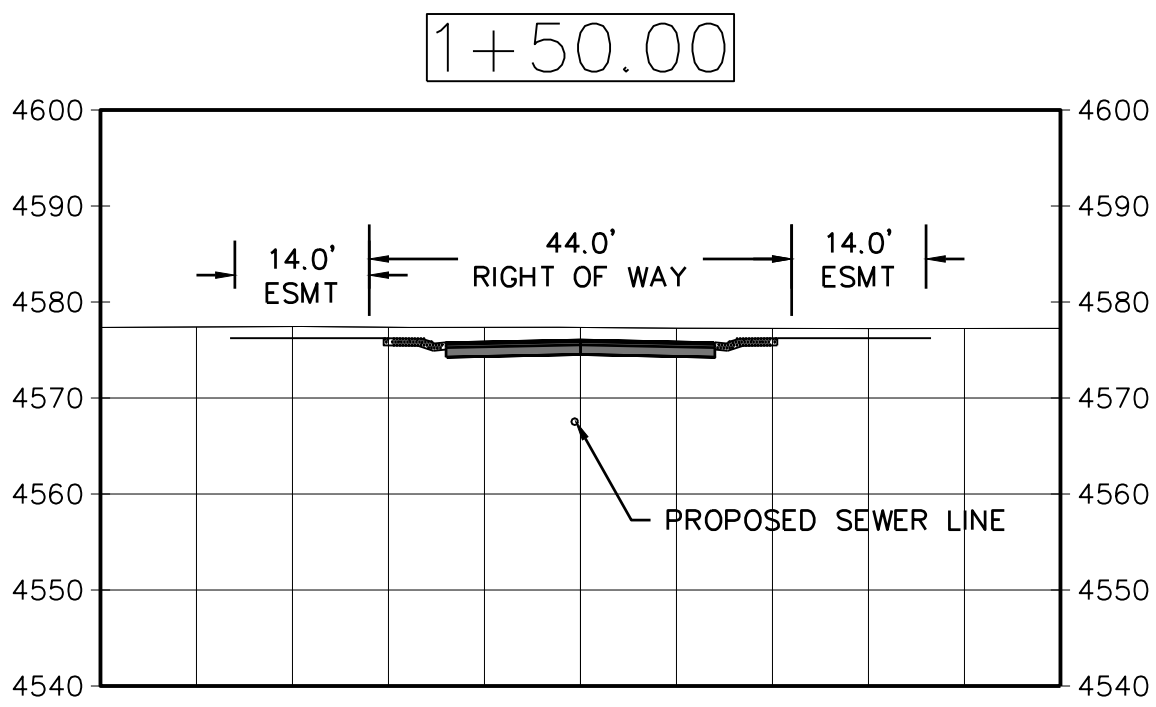
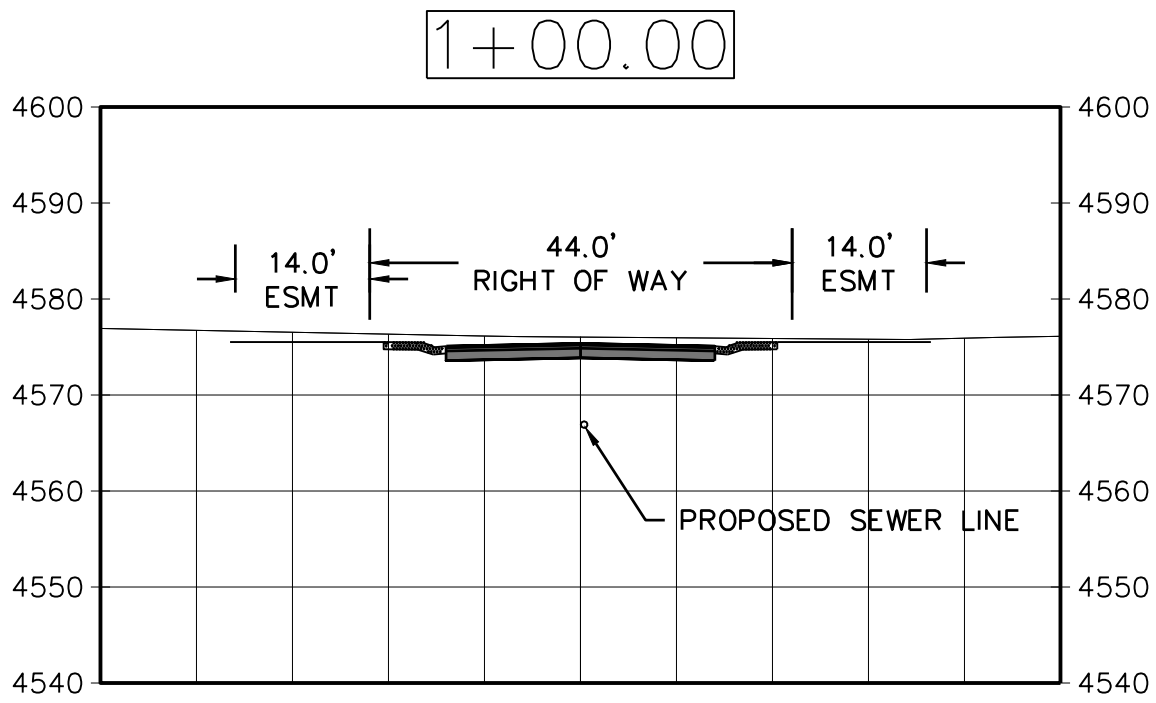
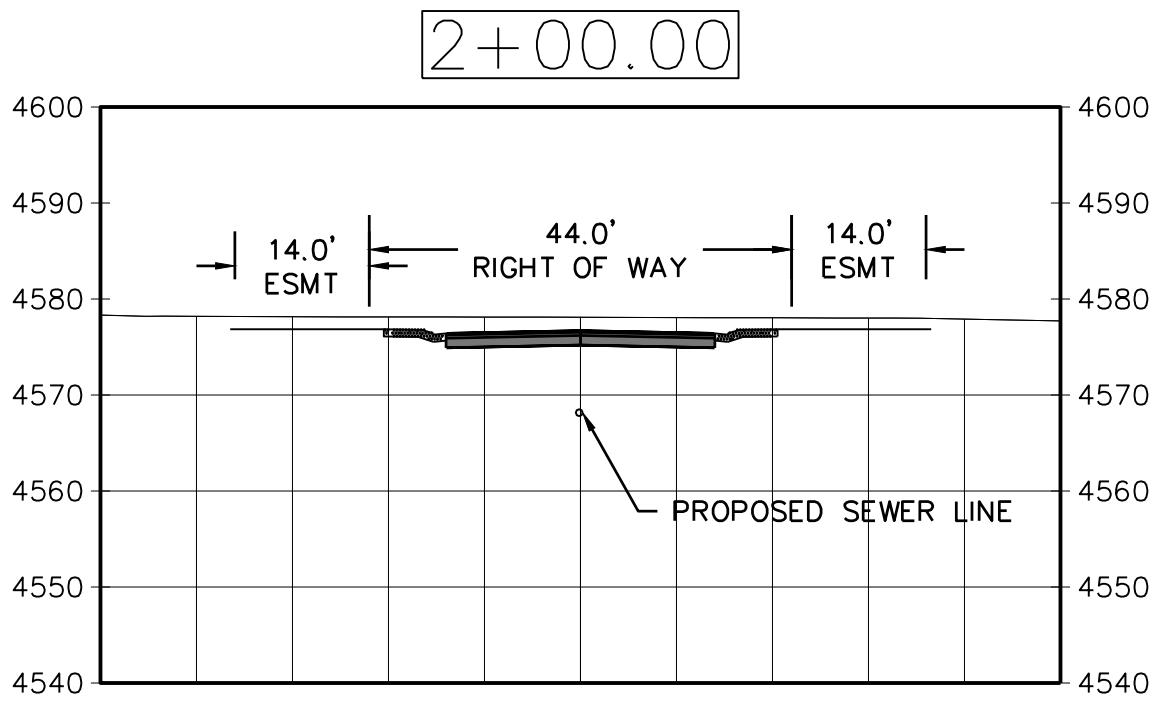
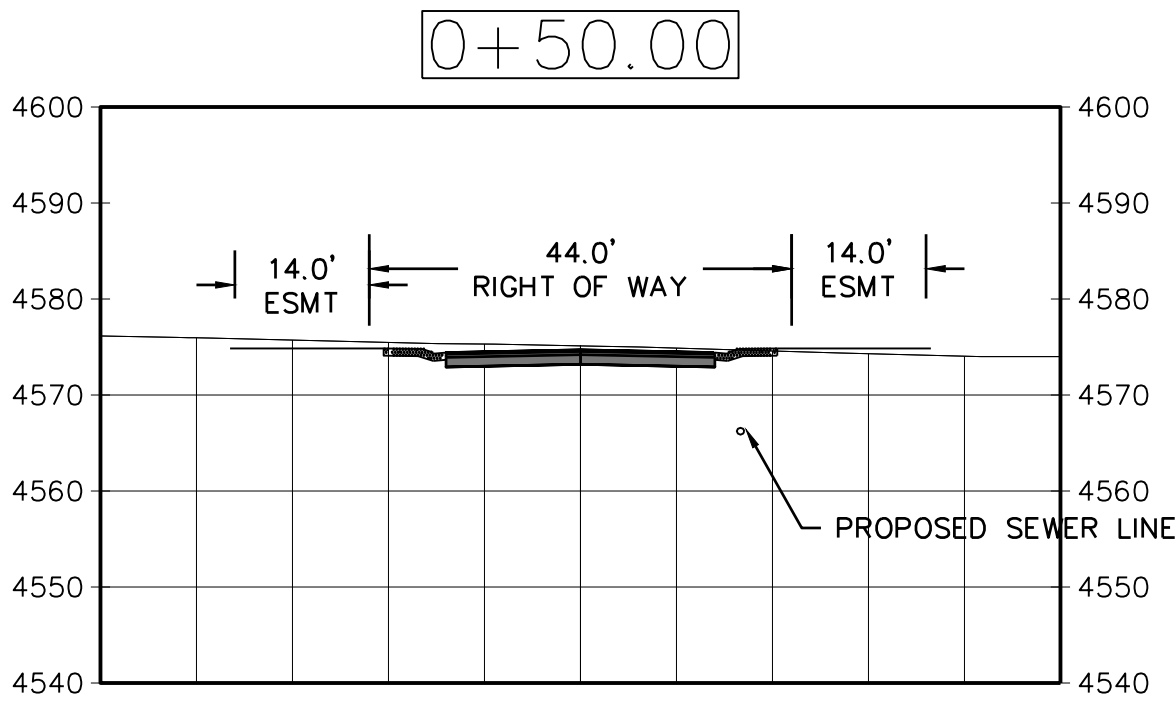
CITY OF GRAND JUNCTION	
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CITY DEVELOPMENT ENGINEER _____	DATE _____

#	REVISION	DESCRIPTION	DATE

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

PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	7/16/18
DRAWING NUMBER	C-14
OF	21 DWGS.



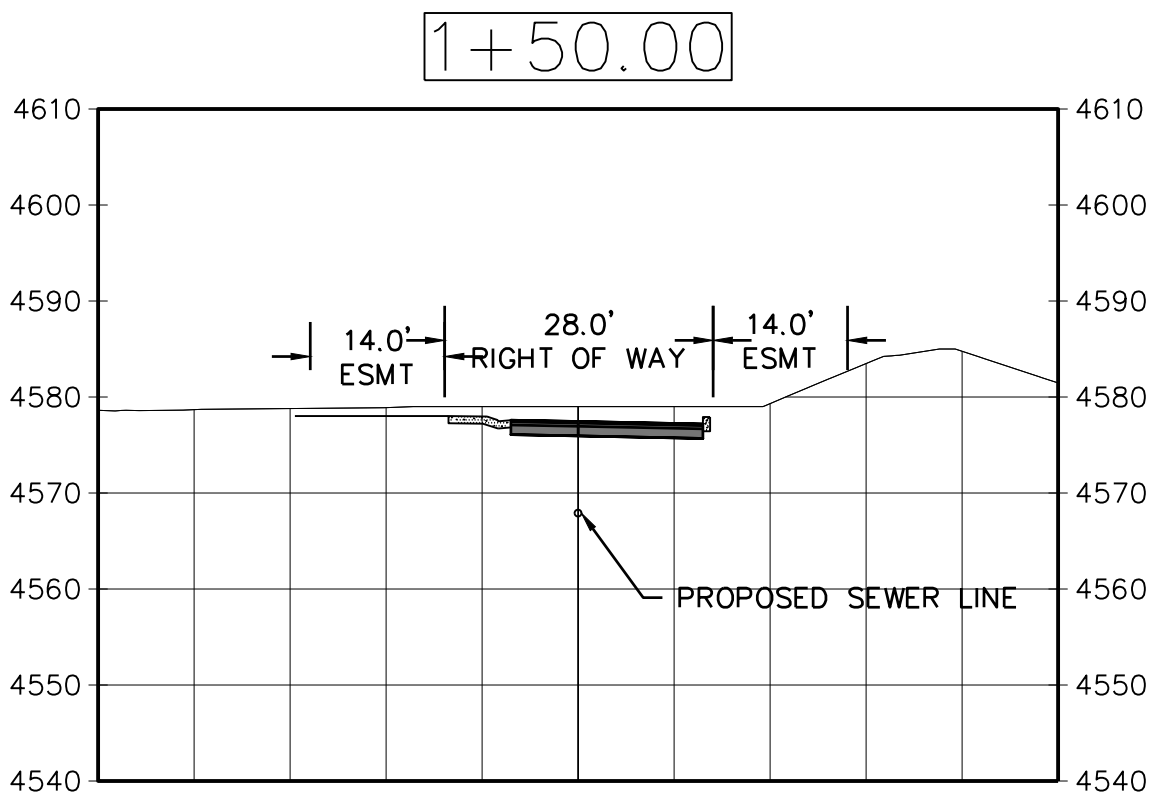
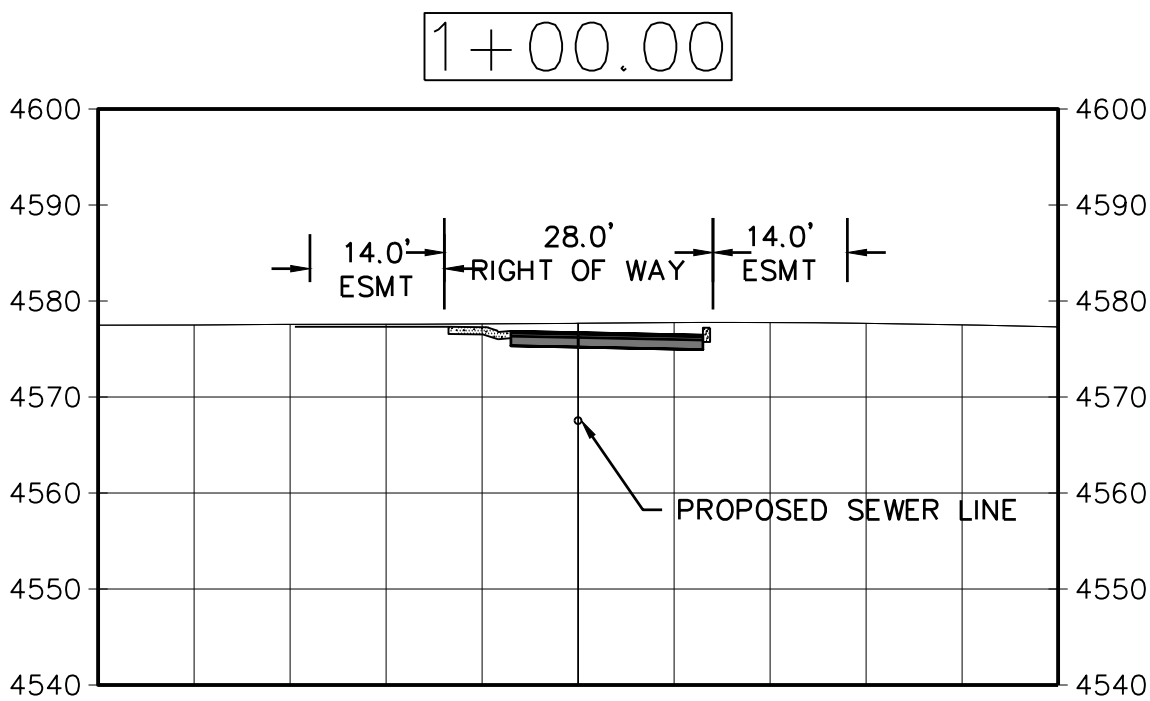
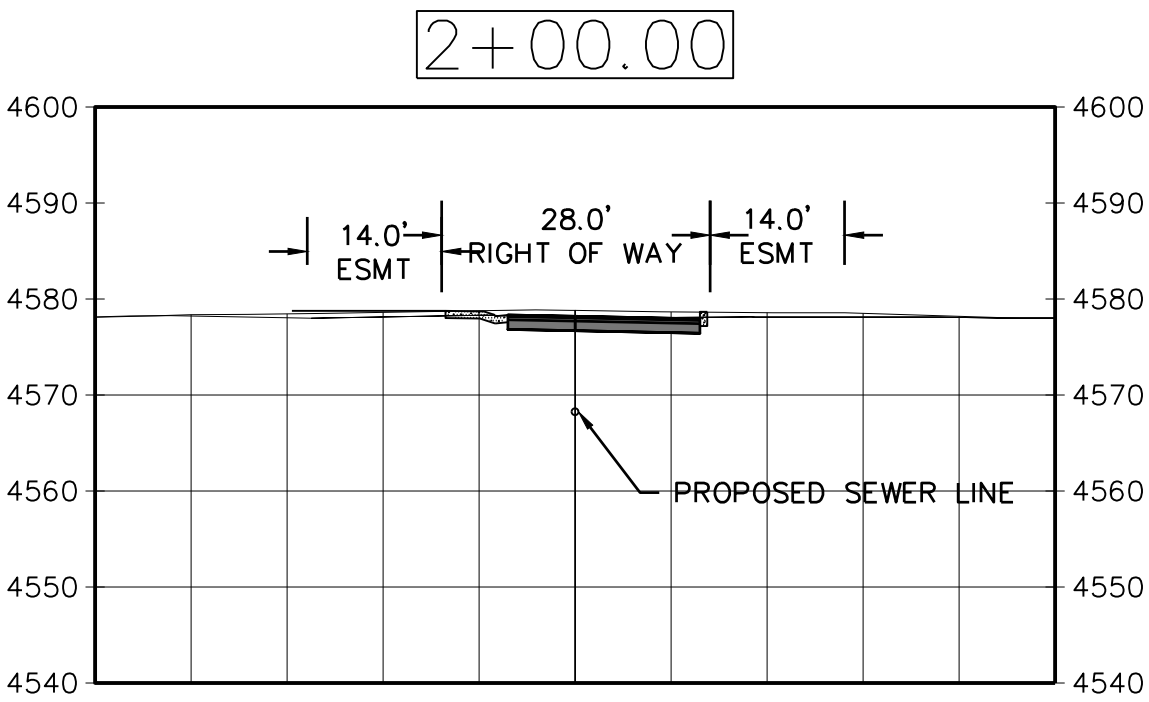
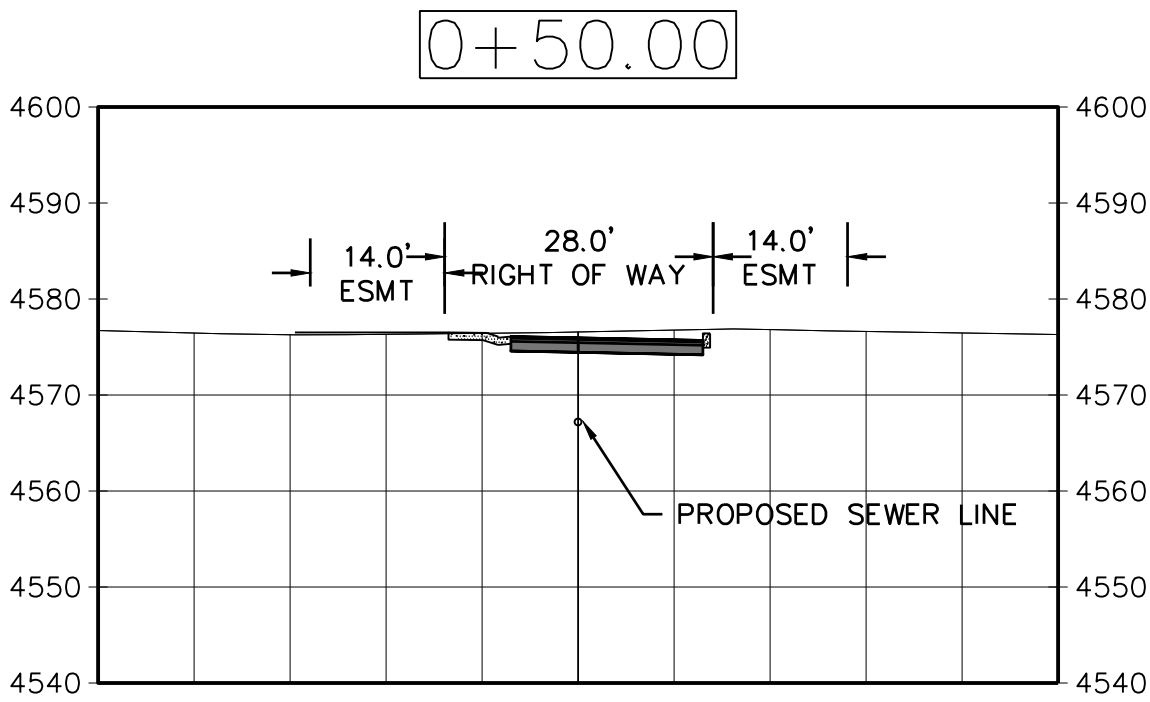


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HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
TRINITY WAY CROSS SECTIONS

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

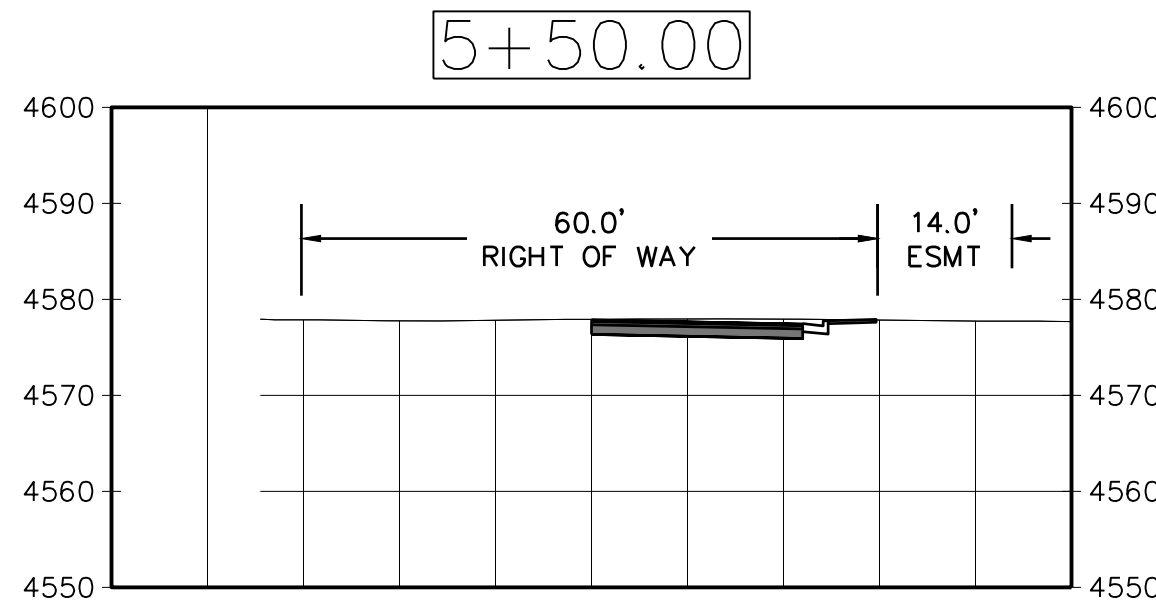
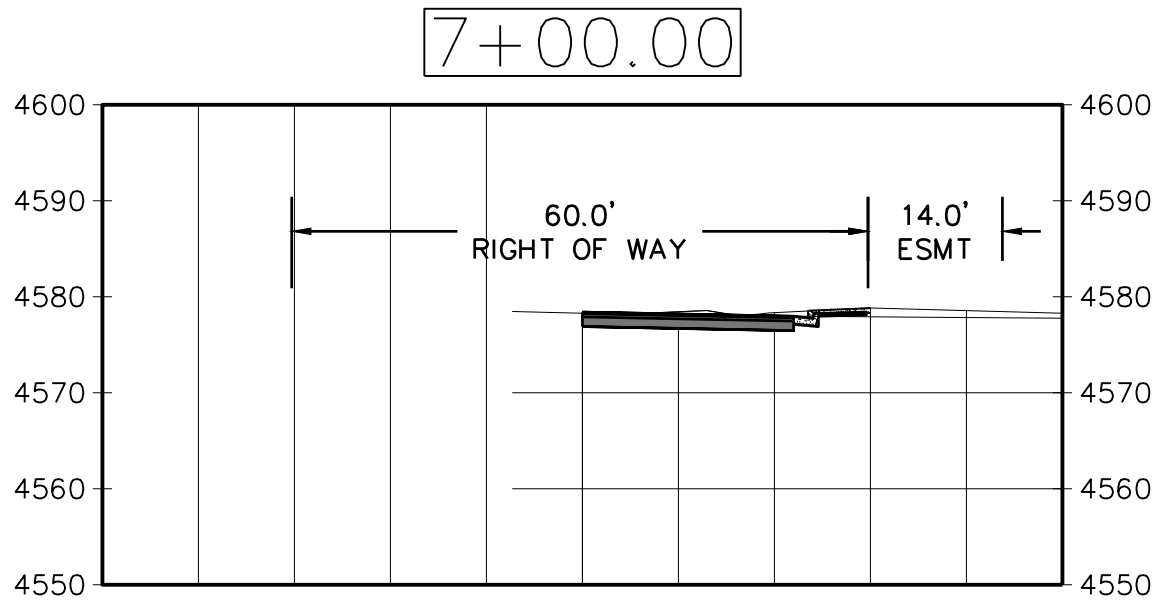
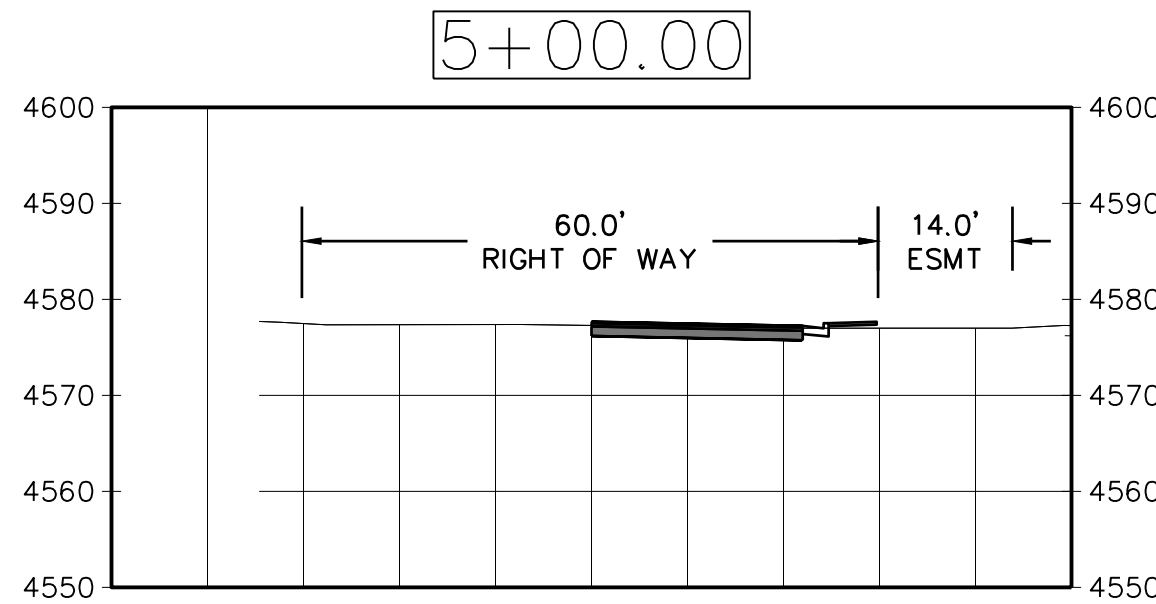
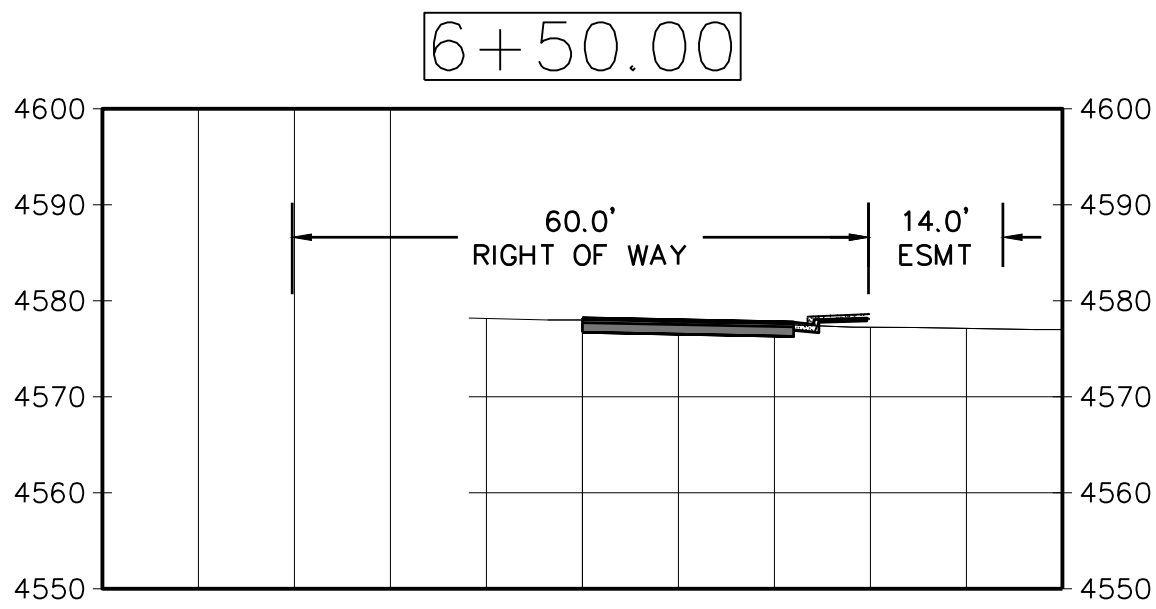
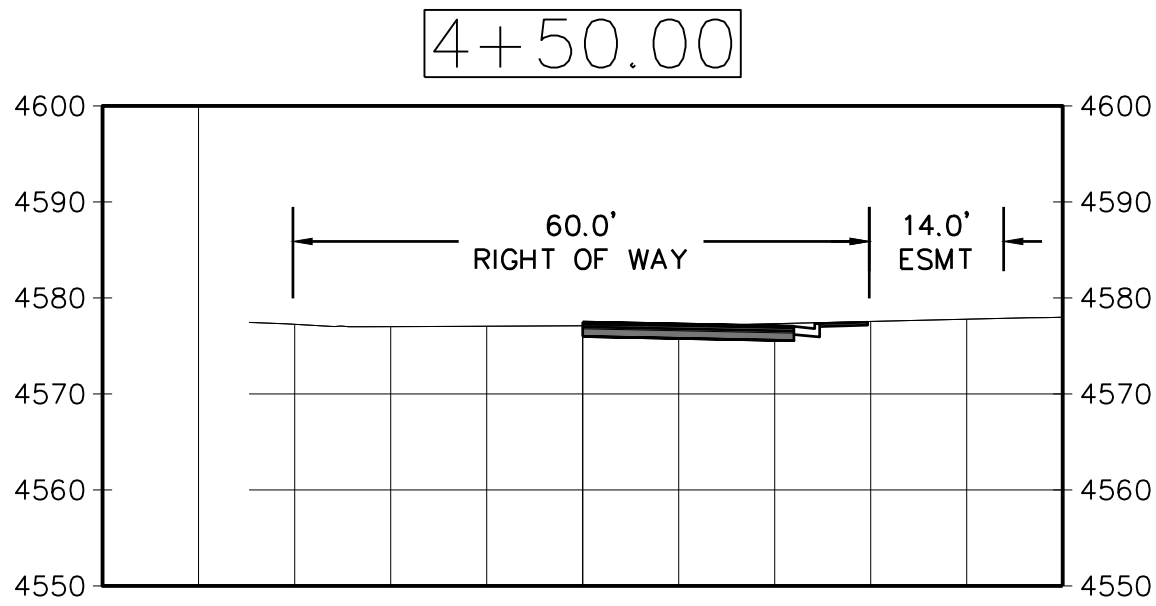
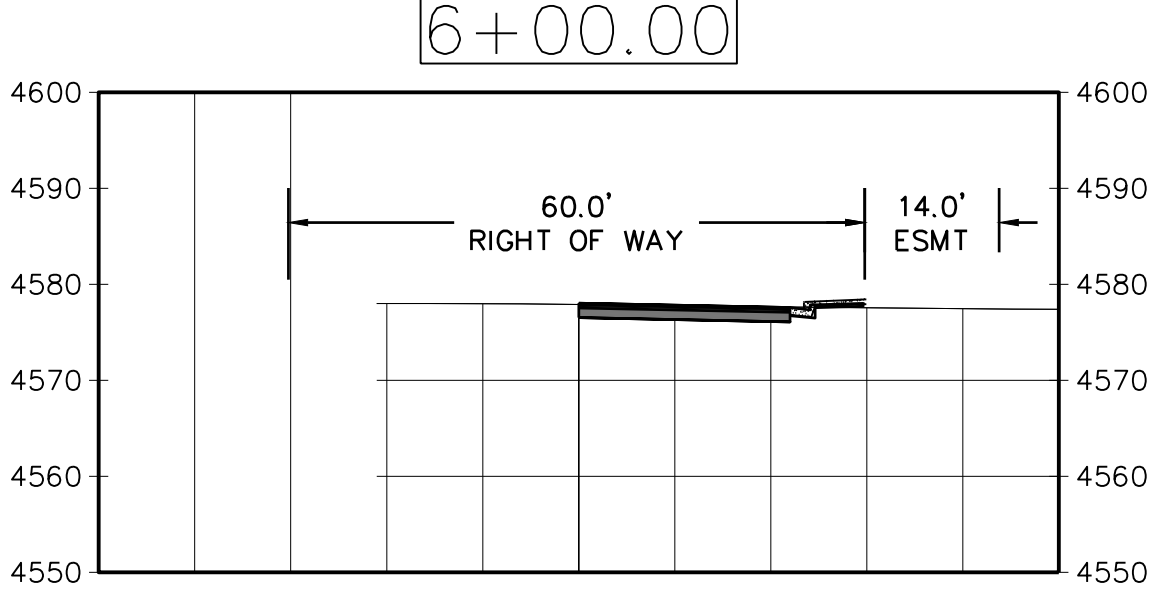
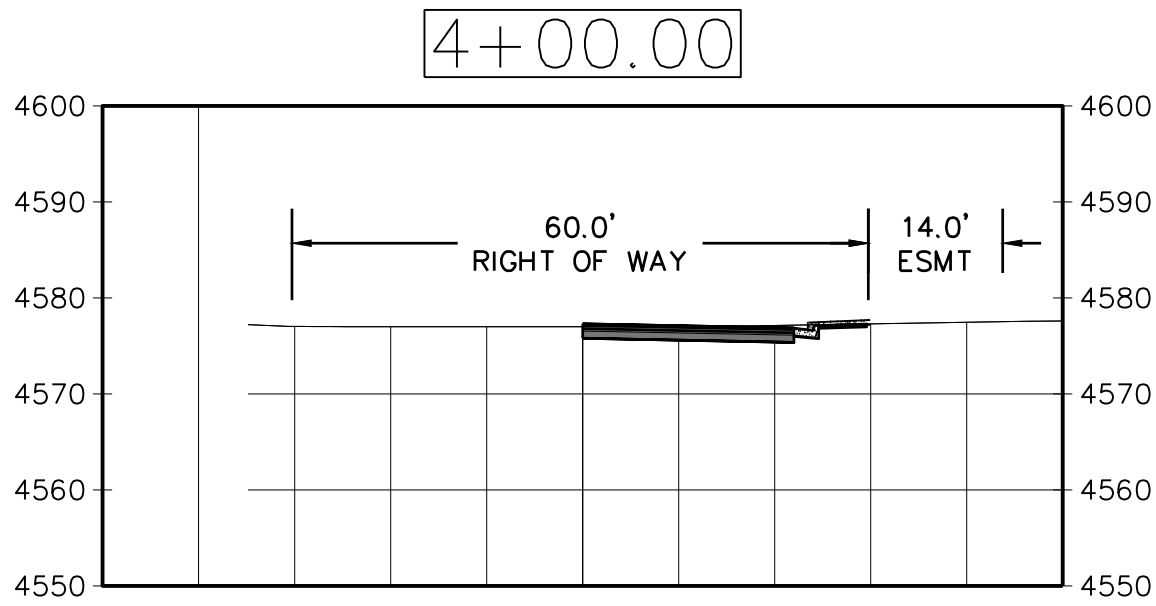


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HALLS ESTATES FILING IV
GRAND JUNCTION, COLORADO
EMMA LANE CROSS SECTIONS

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

#	REVISION	DESCRIPTION	DATE



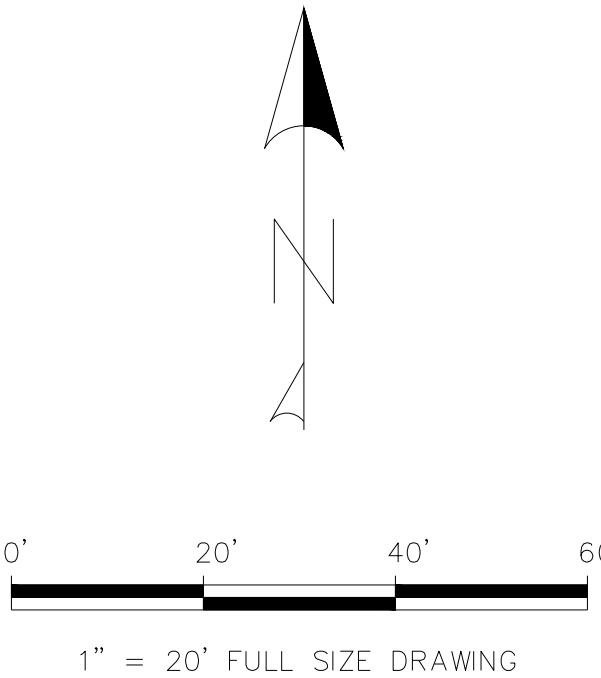
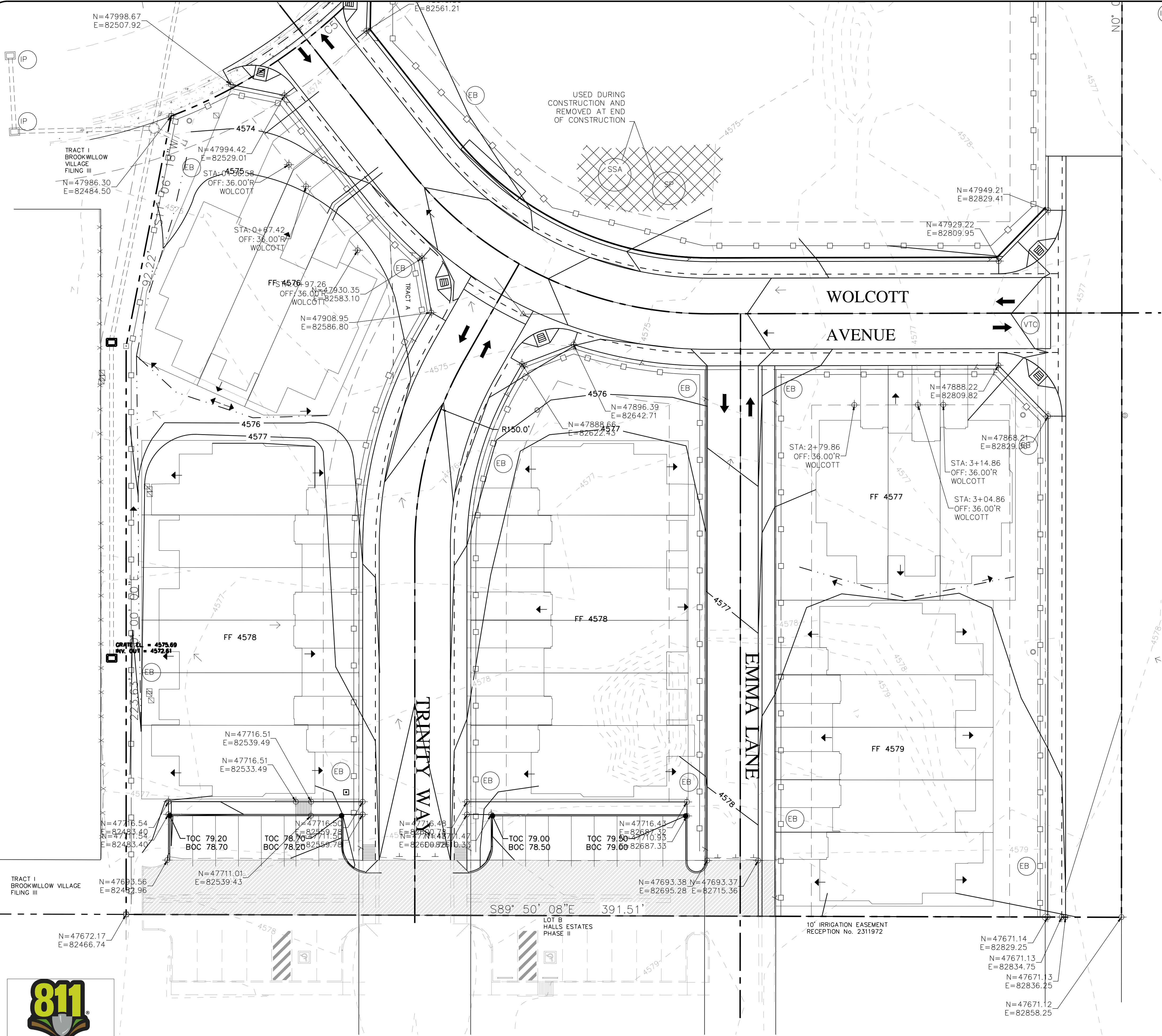
CITY OF GRAND JUNCTION	
<u>ACCEPTANCE BLOCK</u>	
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. 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 ENGINEER	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 _____

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

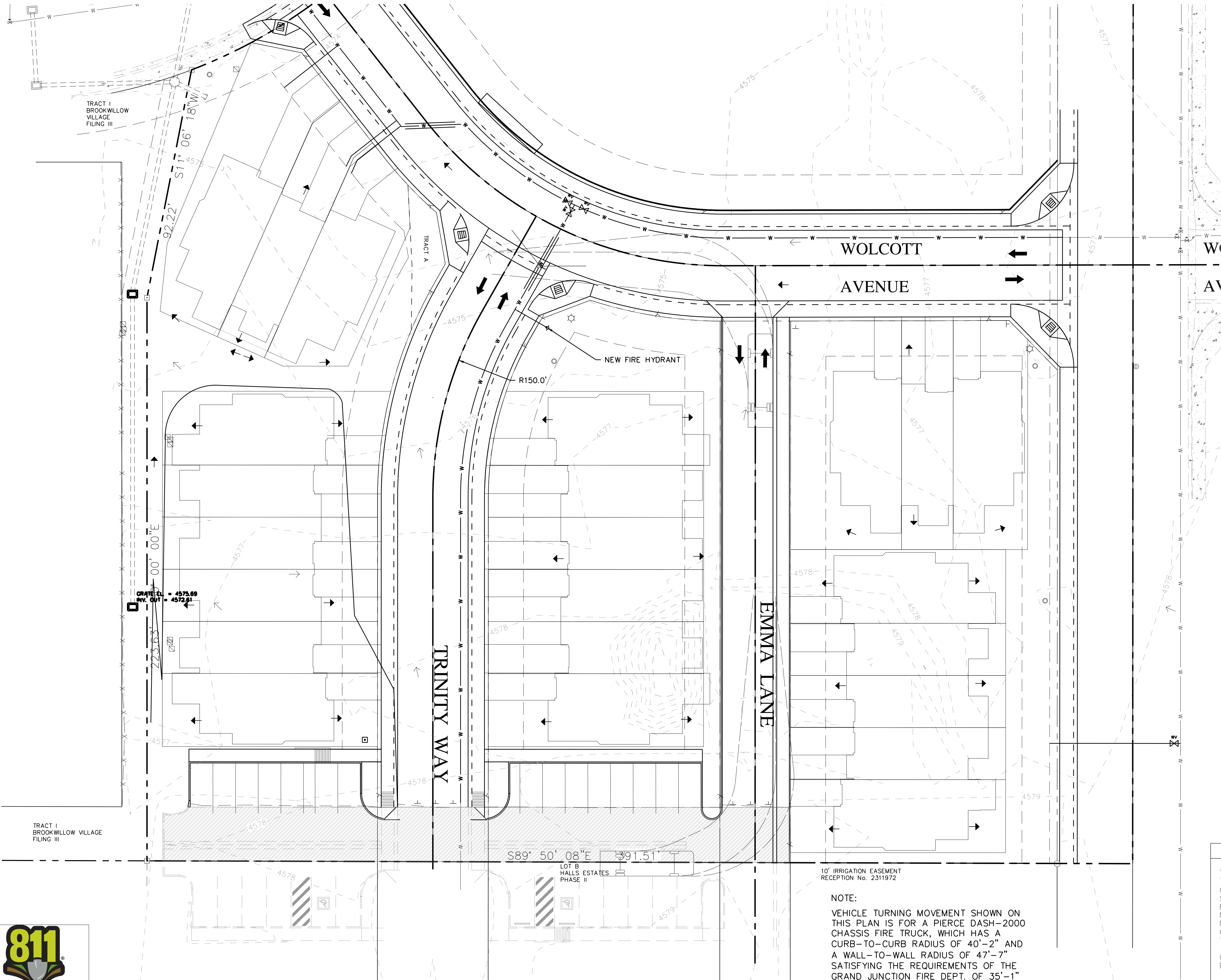
PROJ.#	18104
DESIGNED BY	BMB
DRAWN BY	BMB
DATE	11/9/18
DRAWING NUMBER	C-19
OF	21 DWGS.



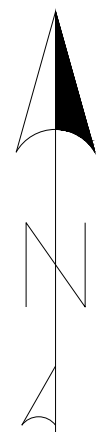
Colorado Land Advisor



Know what's below.
Call before you dig.



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



S89° 50' 08"E 391.51'

LOT B
HALLS ESTATES
PHASE II

10' IRRIGATION EASEMENT
RECEPTION No. 2311972

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.

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

#	REVISION	DESCRIPTION	DATE

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

PROJ.# 18104

DESIGNED BY BMB

DRAWN BY BMB

DATE 11/9/18

DRAWING NUMBER

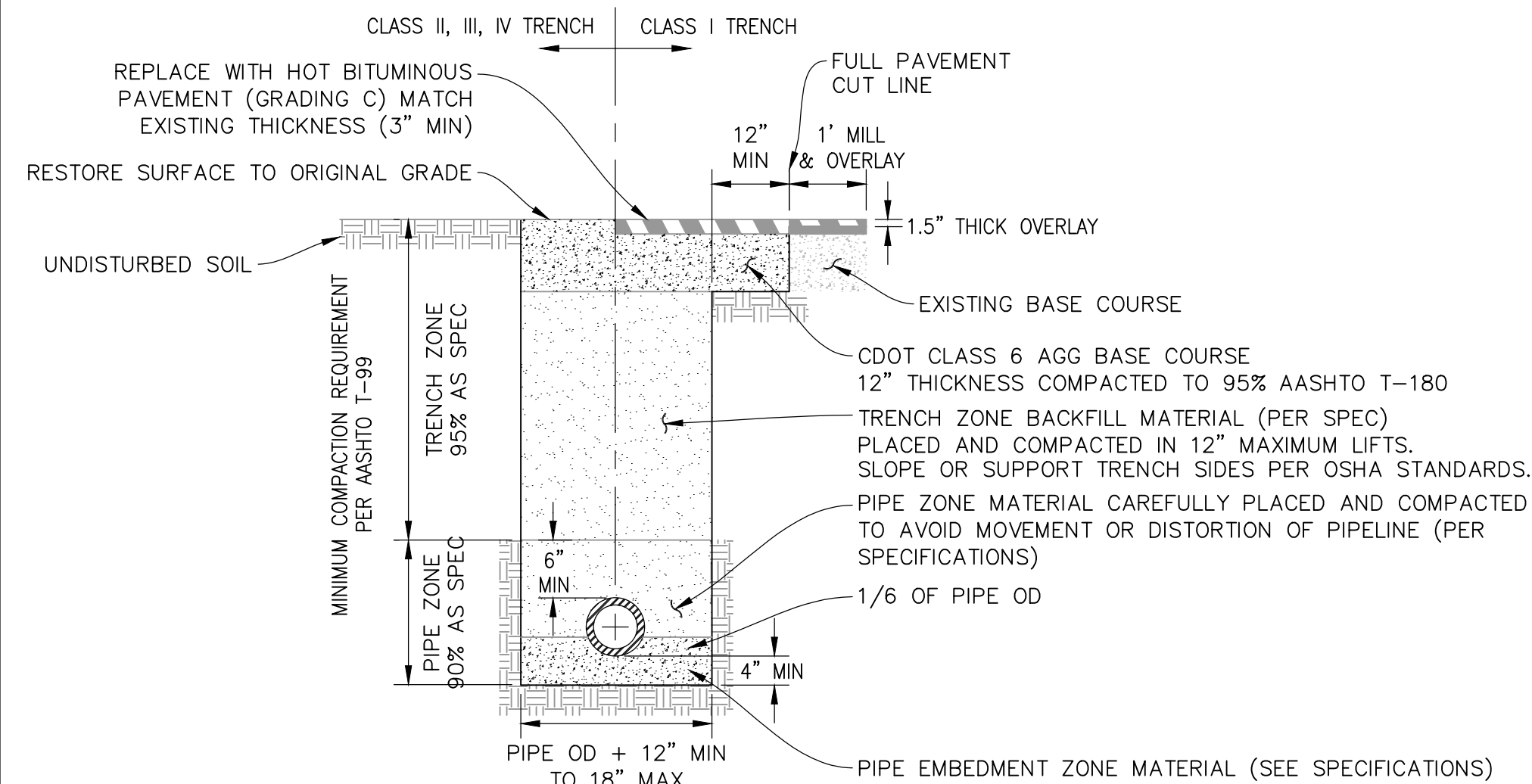
C-19

OF 21 DWGS.

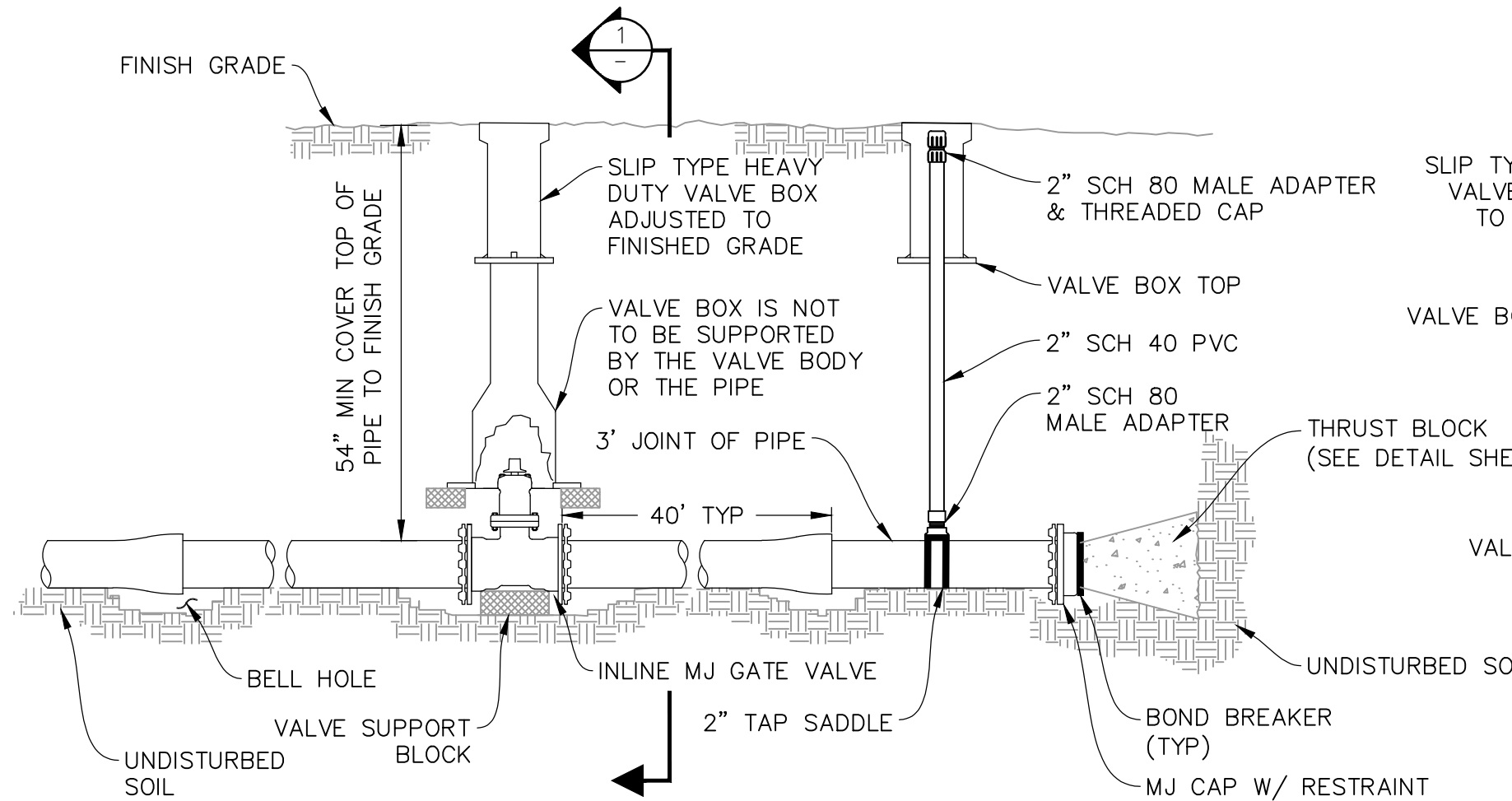
Colorado Land Advisor
Urban Planning | Stormwater Management | Site Design | Civil Engineering
300 Main Street | Suite 308 | Grand Junction, Colorado 81501 | 970.812.3288
coloradolandadvisor.com



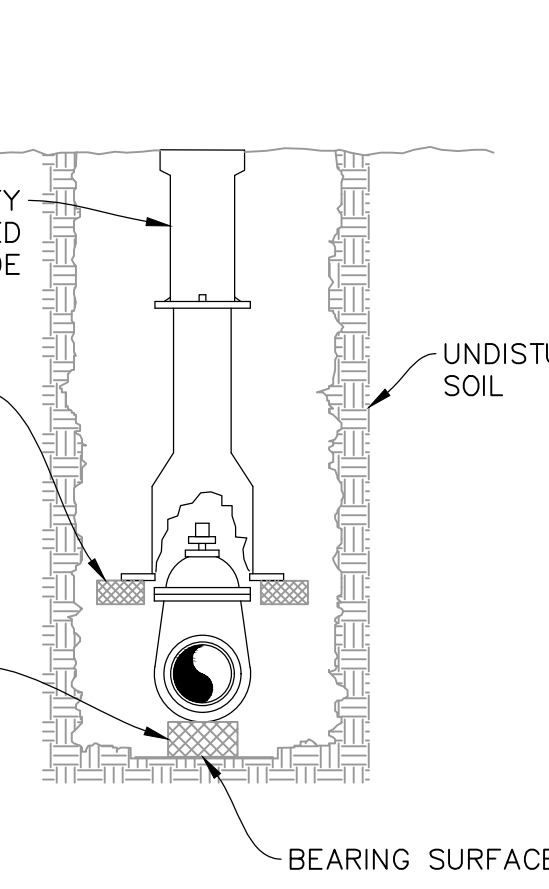
Know what's below.
Call before you dig.



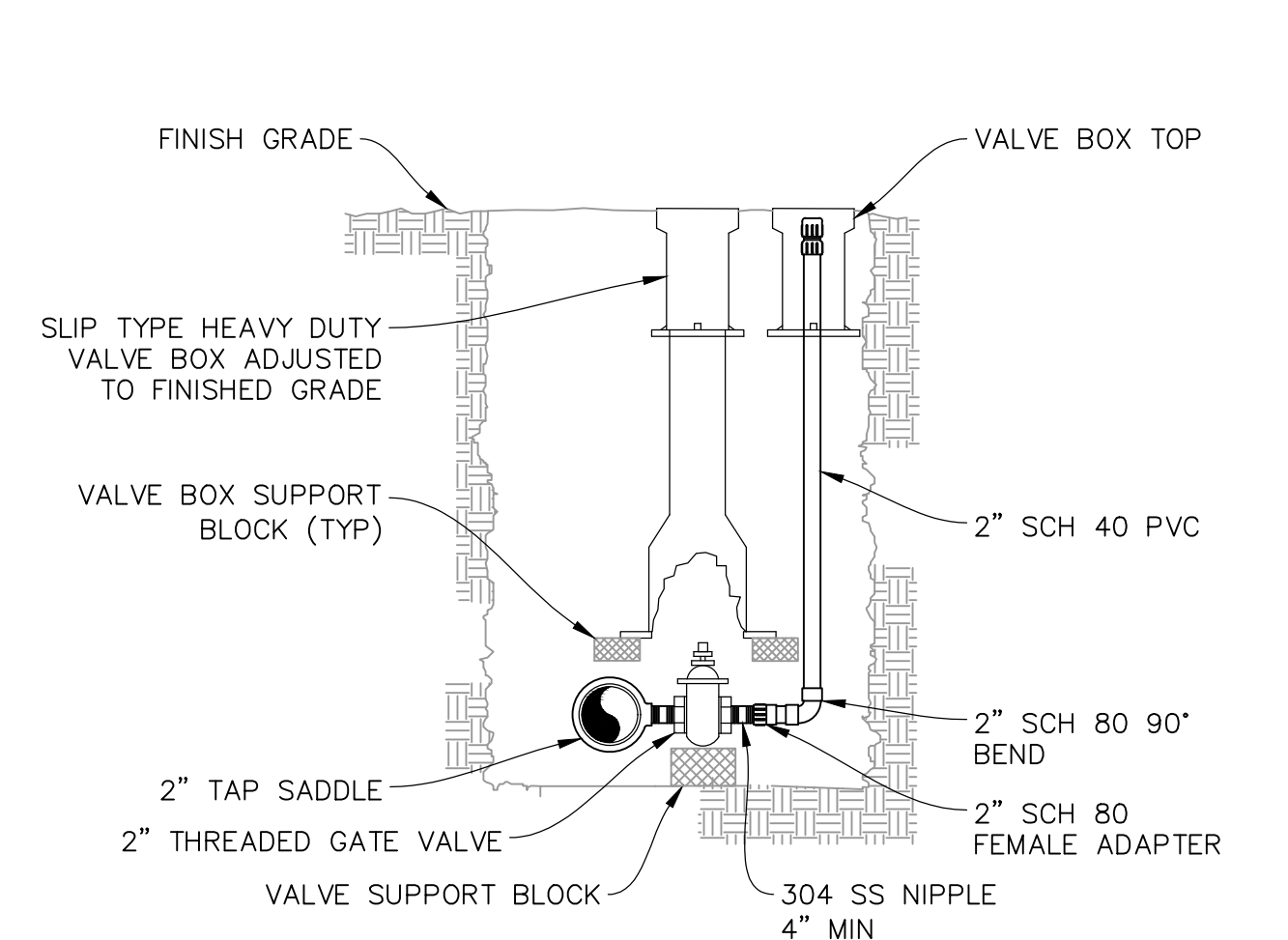
TRENCH DETAIL (A)
UTE WATER STANDARD DETAILS
SCALE: NTS



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

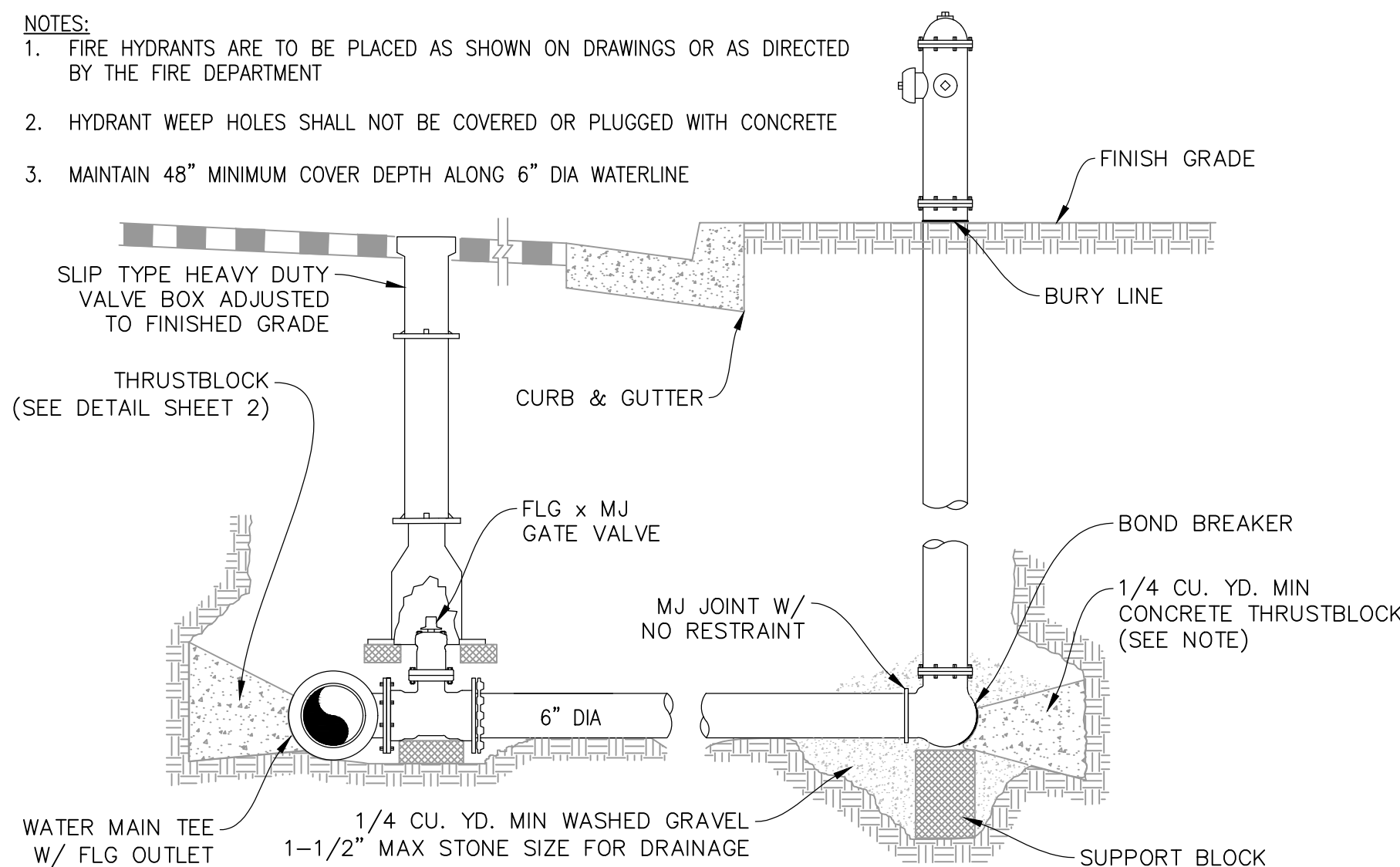


VALVE SECTION (1)
SCALE: NTS

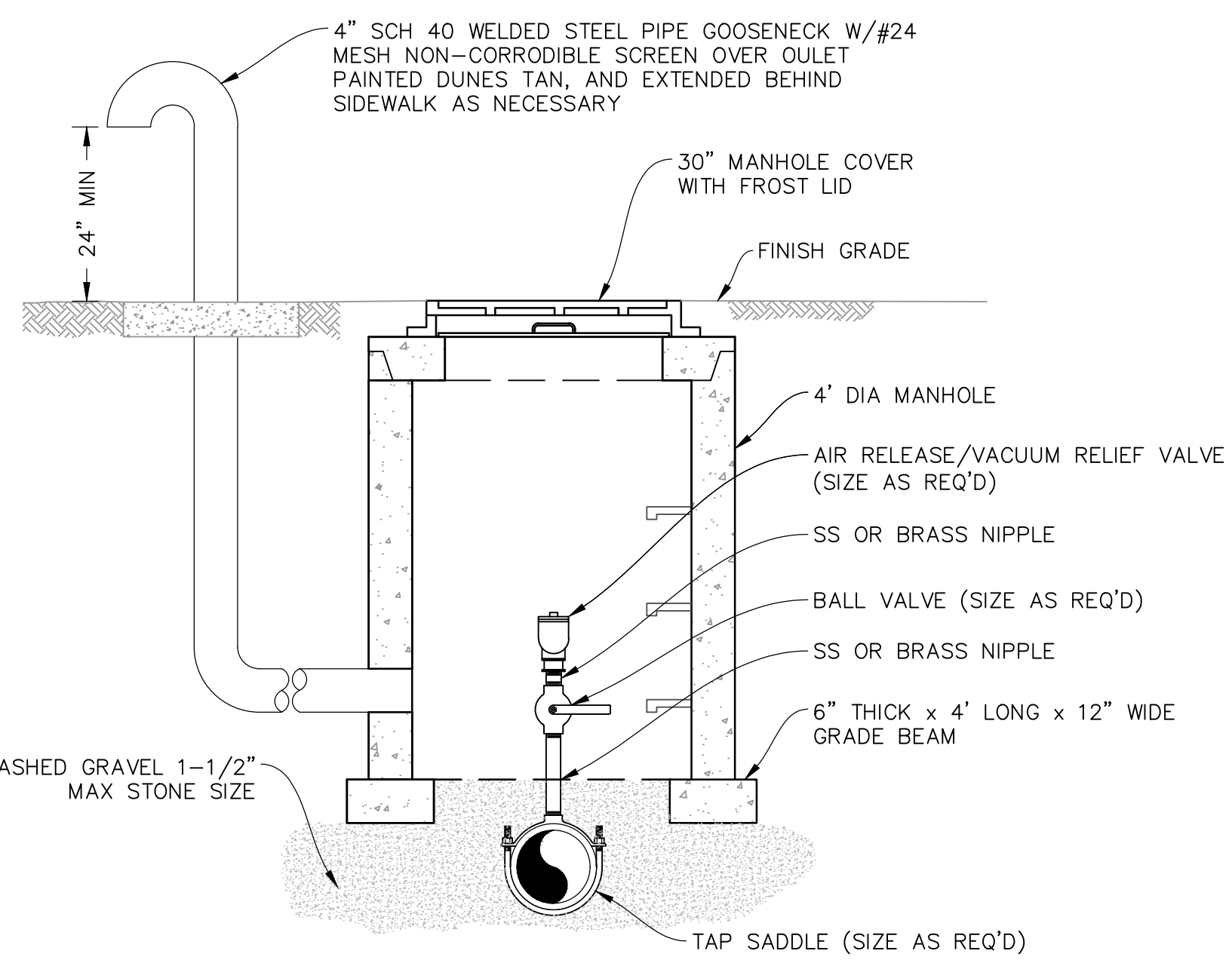


TYPE "B" BLOWOFF DETAIL (C)
UTE WATER STANDARD DETAILS
SCALE: NTS

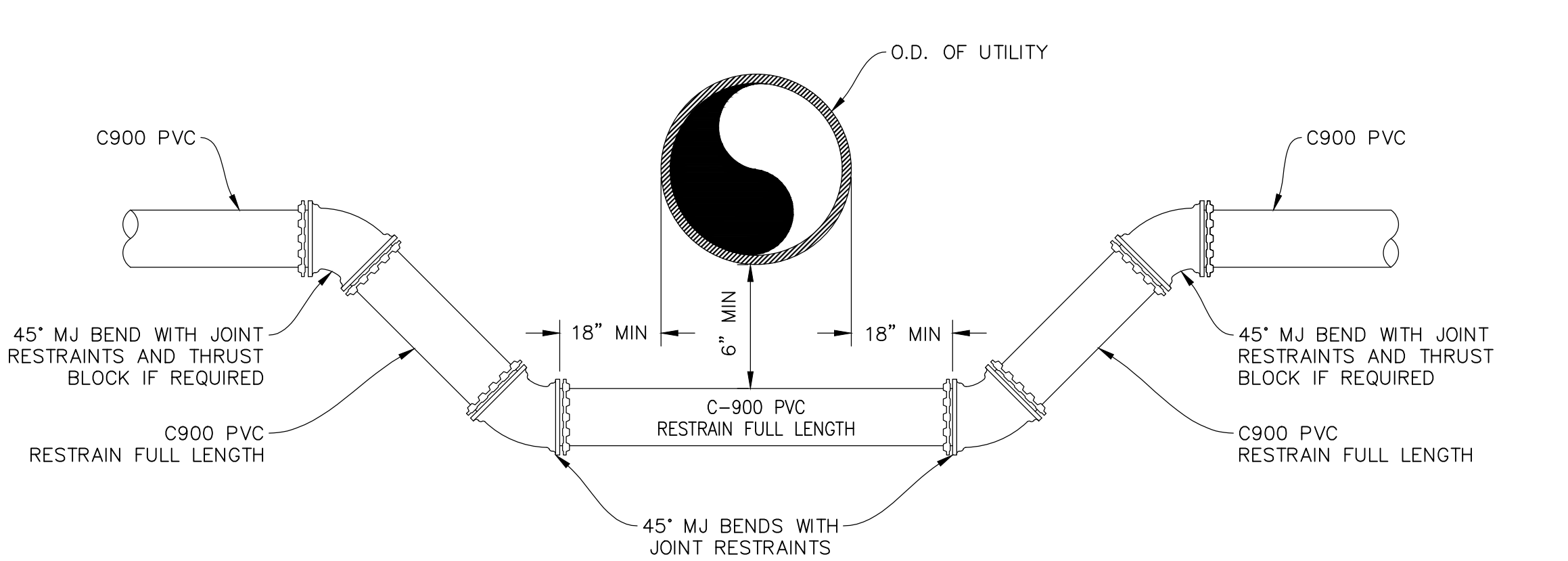
- NOTES:
1. FIRE HYDRANTS ARE TO BE PLACED AS SHOWN ON DRAWINGS OR AS DIRECTED BY THE FIRE DEPARTMENT
 2. HYDRANT WEEP HOLES SHALL NOT BE COVERED OR PLUGGED WITH CONCRETE
 3. MAINTAIN 48" MINIMUM COVER DEPTH ALONG 6" DIA WATERLINE



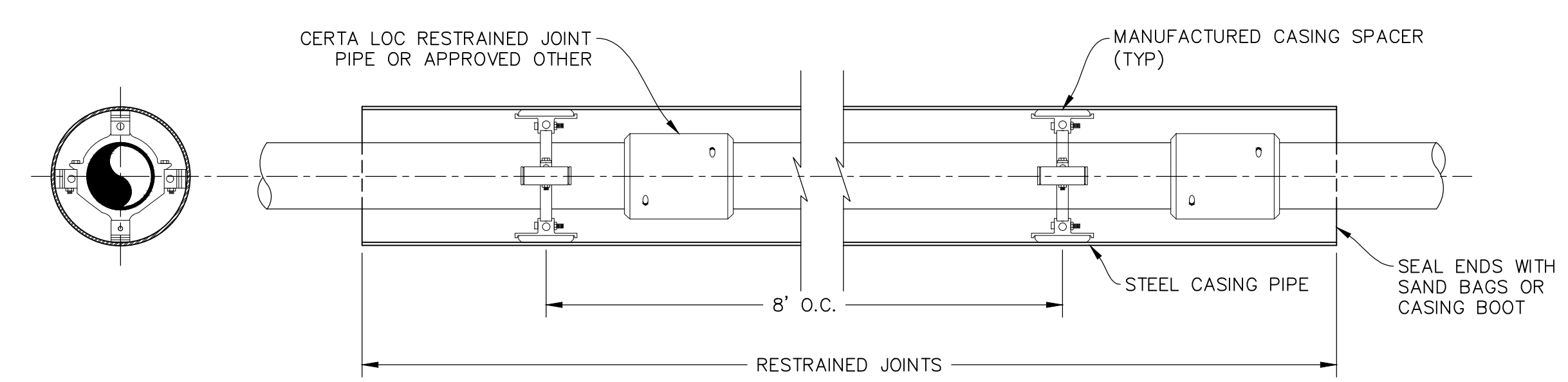
FIRE HYDRANT DETAIL (D)
UTE WATER STANDARD DETAILS
SCALE: NTS



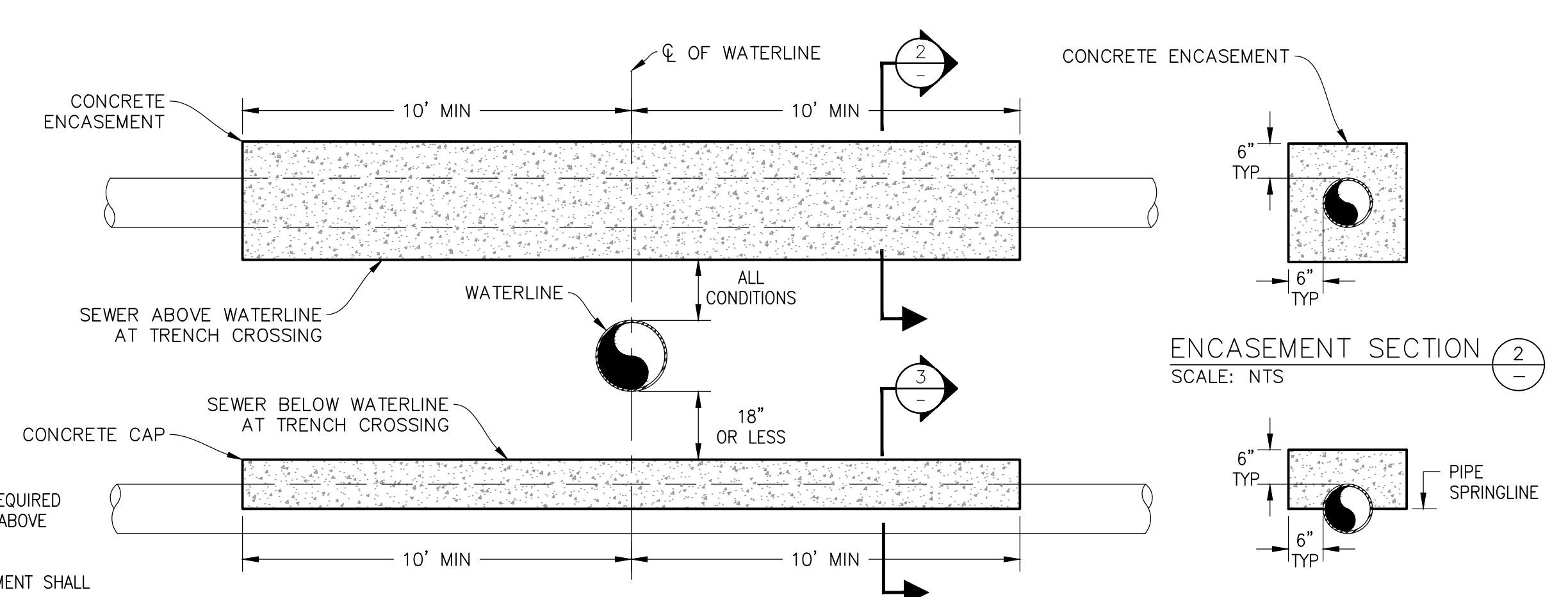
AIR RELEASE/ VACUUM RELIEF DETAIL (E)
UTE WATER STANDARD DETAILS
SCALE: NTS



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



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

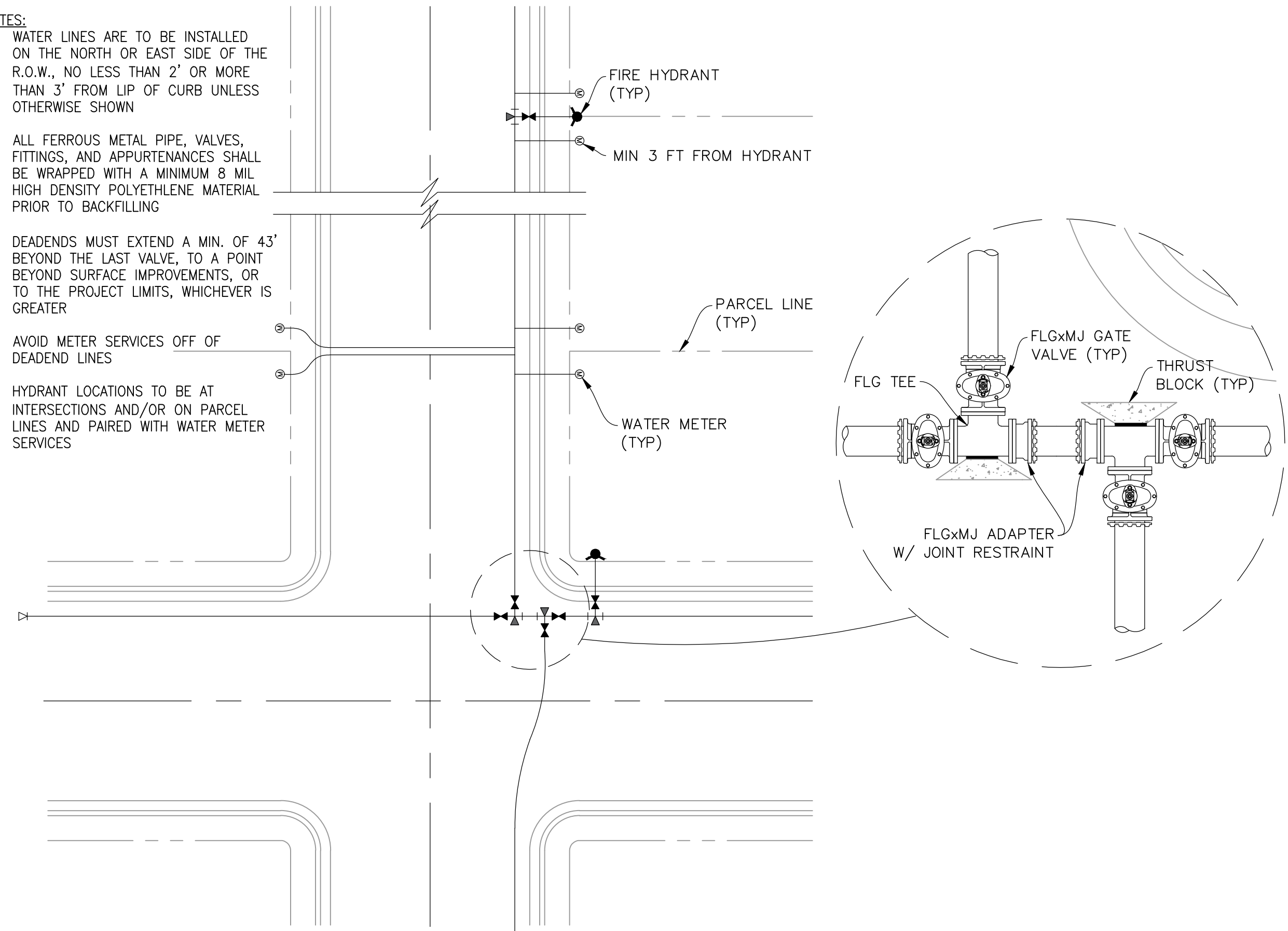


TRENCH CROSSING OF SEWER (H)
UTE WATER STANDARD DETAILS
SCALE: NTS

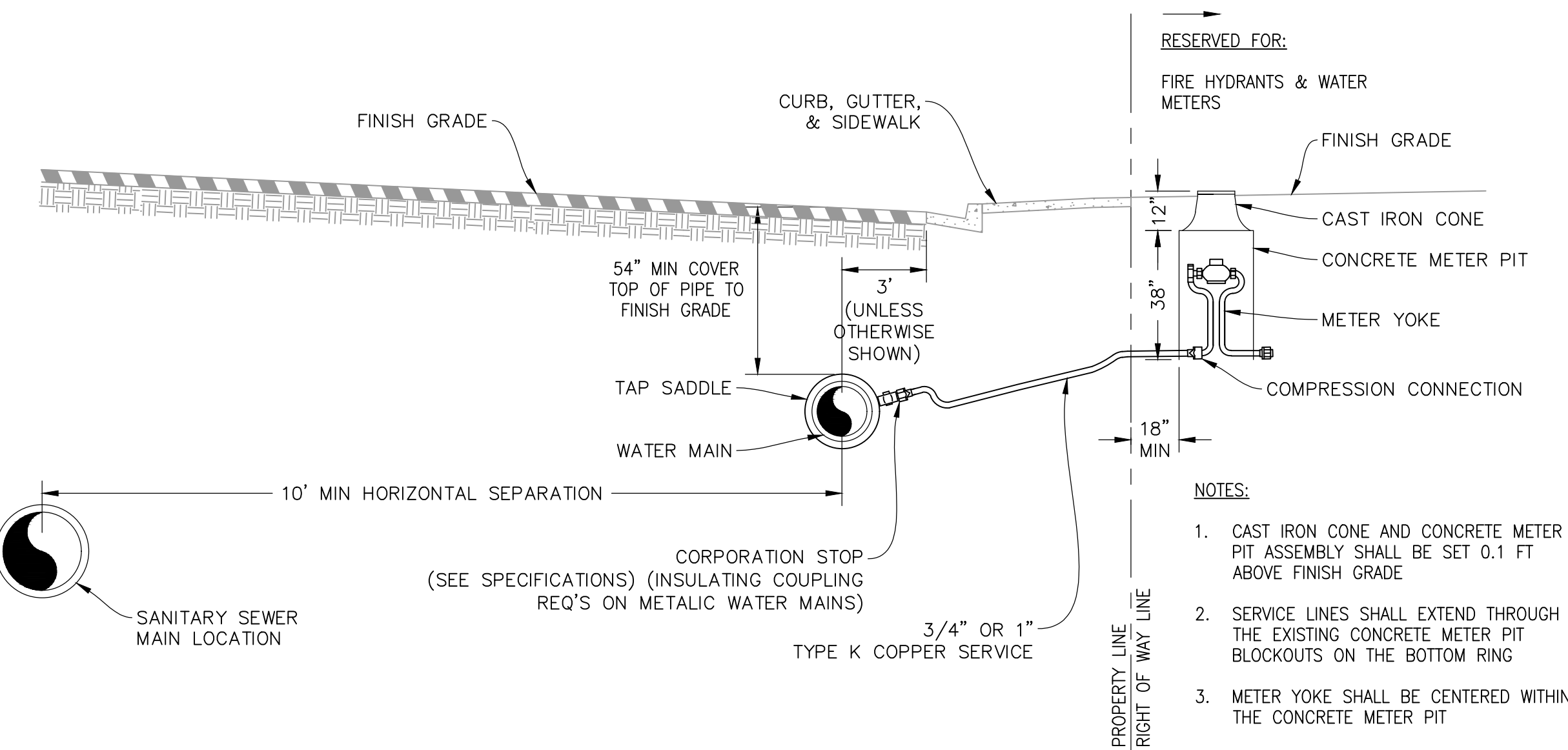
- NOTE:
1. CONCRETE WITH FIBER MESH REQUIRED FOR SEWER LINE ENCASEMENT ABOVE WATER LINE
 2. CONCRETE COLLAR OR ENCASEMENT SHALL BE A MINIMUM OF 6" THICK ON ALL SIDES OF SEWER LINE

NOTES:

1. WATER LINES ARE TO BE INSTALLED ON THE NORTH OR EAST SIDE OF THE R.O.W., NO LESS THAN 2' OR MORE THAN 3' FROM LIP OF CURB UNLESS OTHERWISE SHOWN
2. ALL FERROUS METAL PIPE, VALVES, FITTINGS, AND APPURTENANCES SHALL BE WRAPPED WITH A MINIMUM 8 MIL HIGH DENSITY POLYETHYLENE MATERIAL PRIOR TO BACKFILLING
3. DEADENDS MUST EXTEND A MIN. OF 43' BEYOND THE LAST VALVE, TO A POINT BEYOND SURFACE IMPROVEMENTS, OR TO THE PROJECT LIMITS, WHICHEVER IS GREATER
4. AVOID METER SERVICES OFF OF DEADEND LINES
5. HYDRANT LOCATIONS TO BE AT INTERSECTIONS AND/OR ON PARCEL LINES AND PAIRED WITH WATER METER SERVICES



TYPICAL TRACT PLAN
UTE WATER STANDARD DETAILS
SCALE: NTS



DOMESTIC SERVICE DETAIL
UTE WATER STANDARD DETAILS
SCALE: NTS

TABLE FOR CONCRETE THRUST BLOCKING

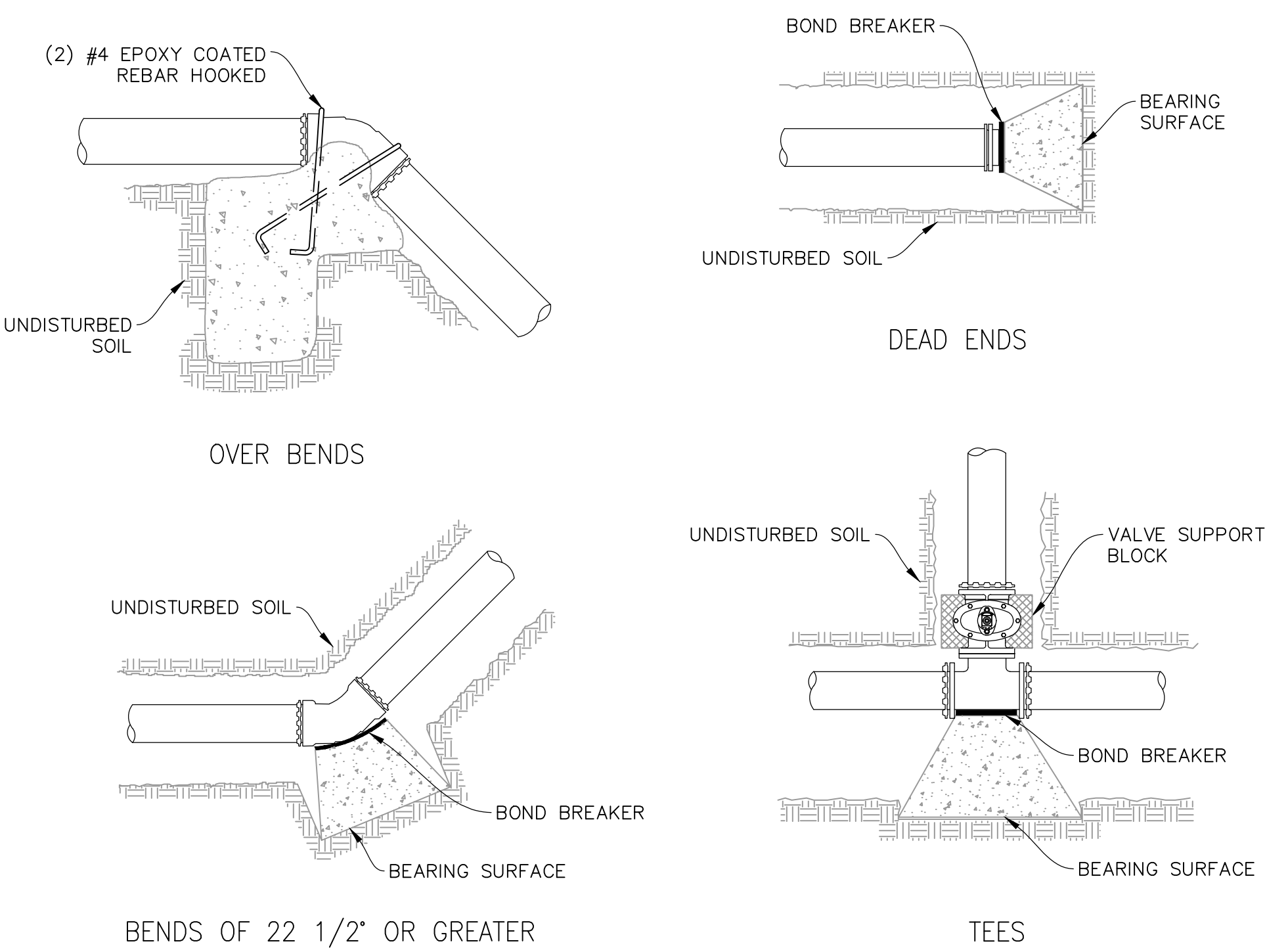
SIZE	BENDS			TEE BRANCH SIZE AND DEAD ENDS
	90°	45°	22 1/2°	
6	4.0	2.2	1.1	2.8
8	7.1	3.8	2.0	5.0
10	11.1	6.0	3.0	7.8
12	16.0	8.6	4.4	11.3
14	21.7	11.8	6.0	15.4
16	28.4	15.3	8.0	20.0

FIRE HYDRANT THRUST BLOCKS SHALL BE A MIN OF 1/4 CU. YD. IN MASS AND HAVE A MIN BEARING AREA OF 5 SQ. FT.

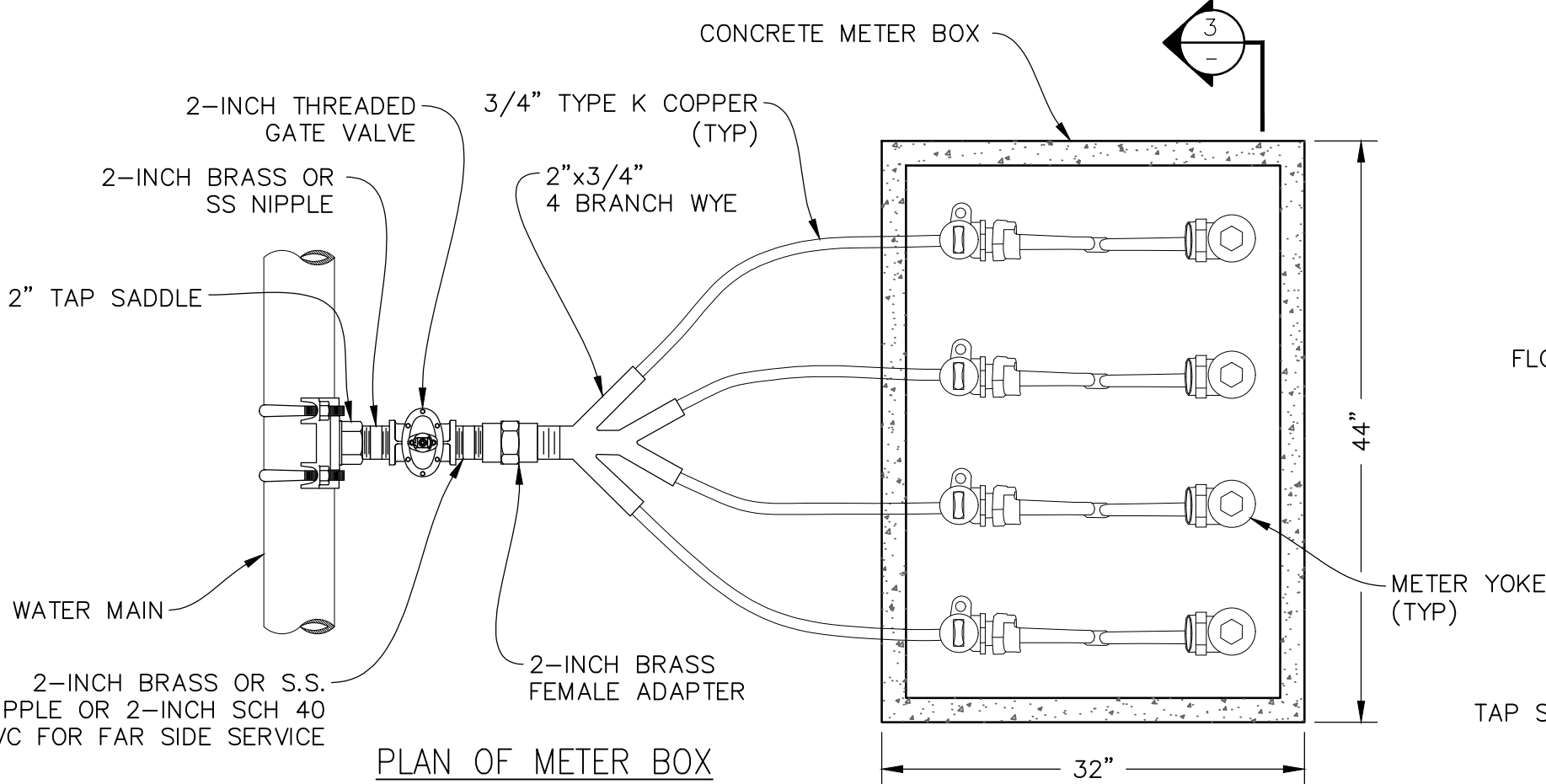
AREAS GIVEN ARE BASED ON INTERNAL STATIC PRESSURE OF 100 P.S.I. AND SOIL BEARING CAPACITY OF 1,000 lbs. PER SQ. FT.

AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING TABULATED VALUES BY A CORRECTION FACTOR "F"

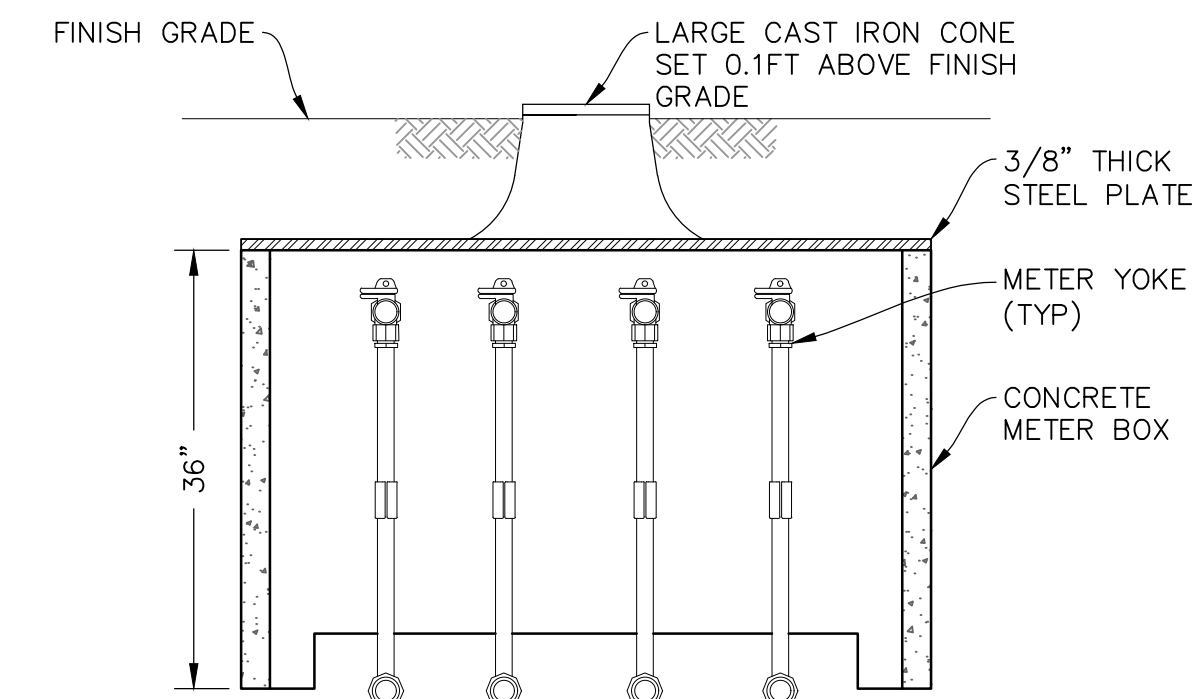
F = ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF lbs PER SQ. INCH.
ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF lbs.



THRUST BLOCK DETAILS
UTE WATER STANDARD DETAILS
SCALE: NTS

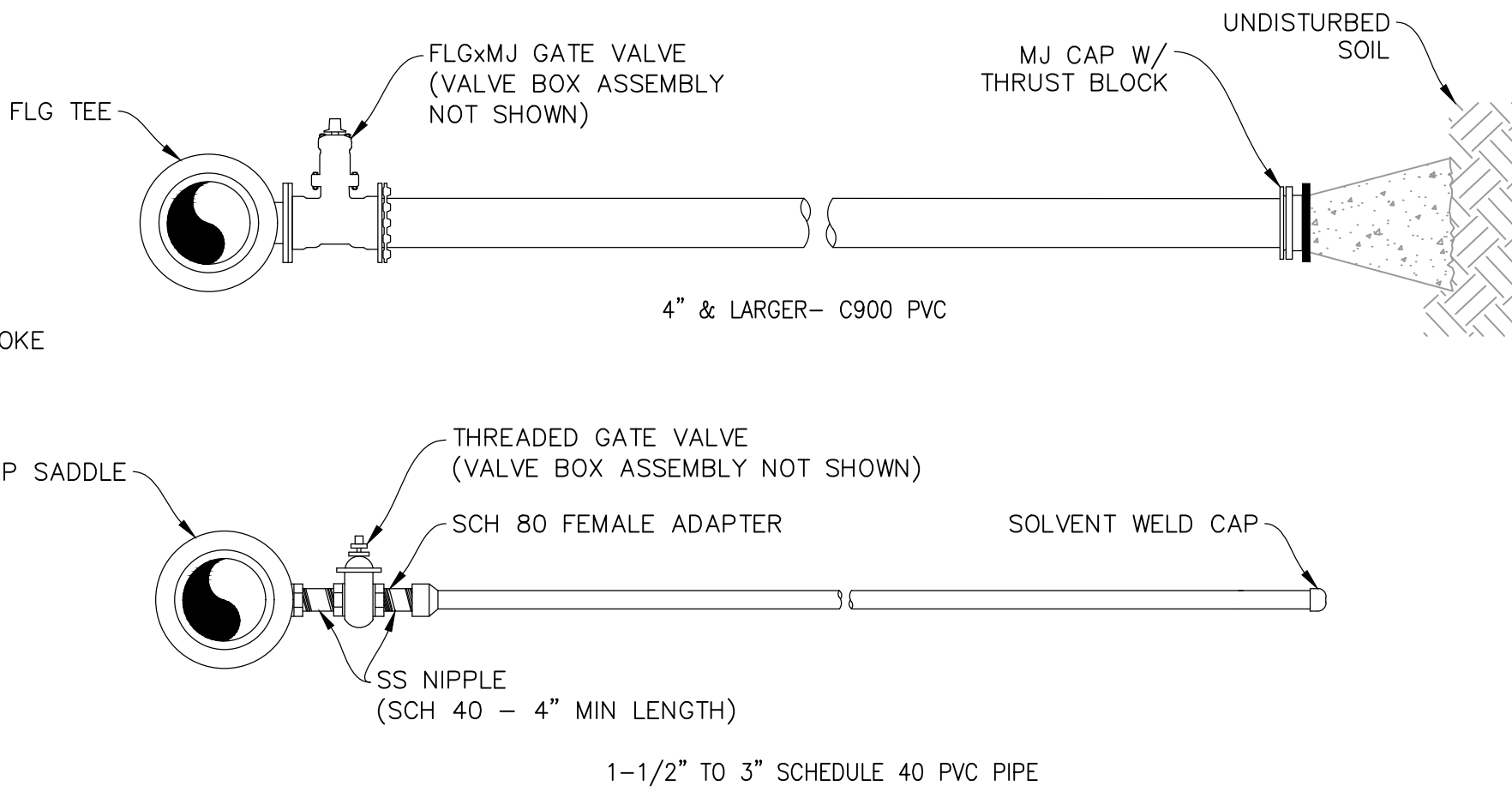


PLAN OF METER BOX



SECTION OF METER BOX

4 METER GANG BOX DETAIL
UTE WATER STANDARD DETAILS
SCALE: NTS



NOTES:

1. ALL COMMERCIAL SERVICE LINES SHALL HAVE A 3/4" TAP SADDLE, CORP STOP AND COPPER INSTALLED AT THE END TO ALLOW FOR BLEEDING OF AIR. CONTRACTOR SHALL DIG UP AND TURN OFF CORP STOP AFTER TESTING HAS BEEN COMPLETED AND WATER LINE IS ACCEPTED BY UTE WATER
2. SERVICE LINE ENDPOINT IS TO EXTEND TO PROPERTY SIDE OF THE RIGHT OF WAY LINE AND MARKED WITH A STEEL POST

1-1/2 & LARGER SERVICE DETAILS
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.

STAFF REPORT / BACKGROUND INFORMATION				
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 $\frac{3}{4}$ 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.

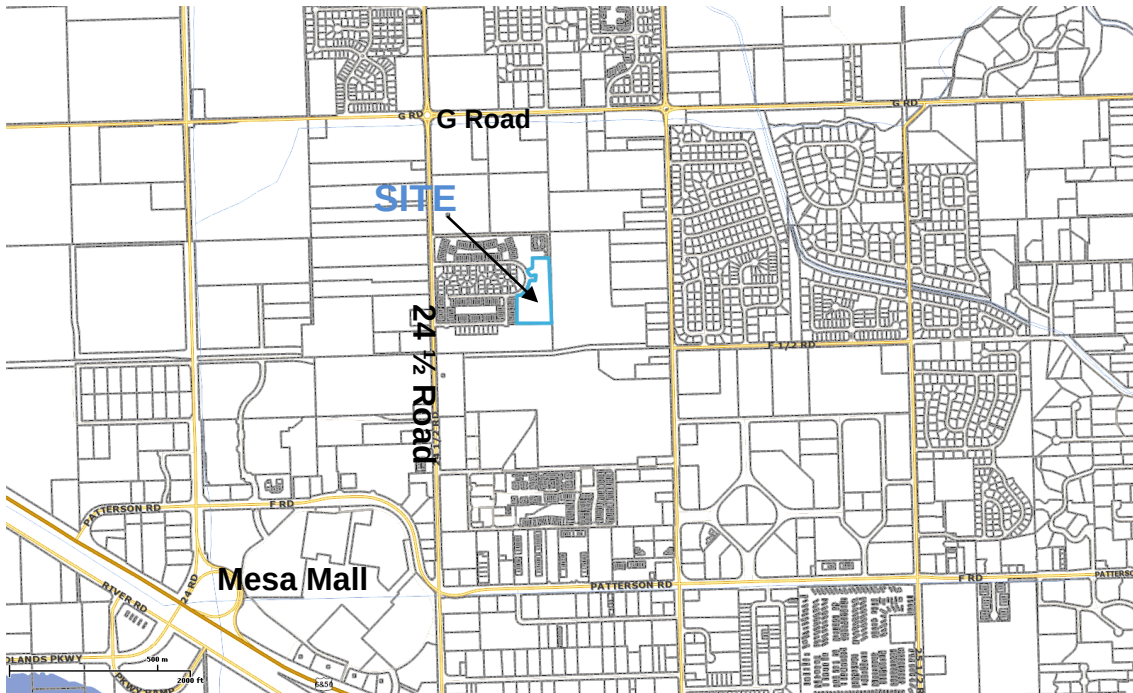
RECOMMENDED PLANNING COMMISSION MOTION: Mr. Chairman, on PP-2004-130, a request for a two year extension of the Preliminary Development, Planned Development Plan approval for Brookwillow Village, I move we approve the extension.

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



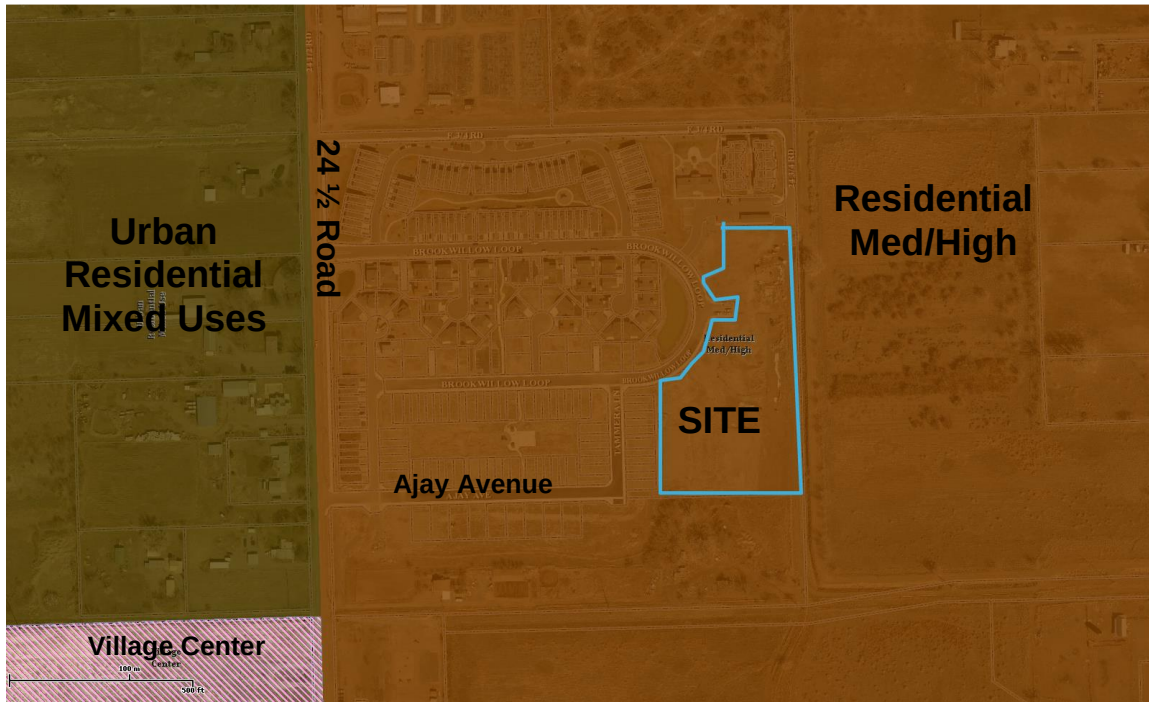
Aerial Photo Map

Brookwillow Village Phase 3



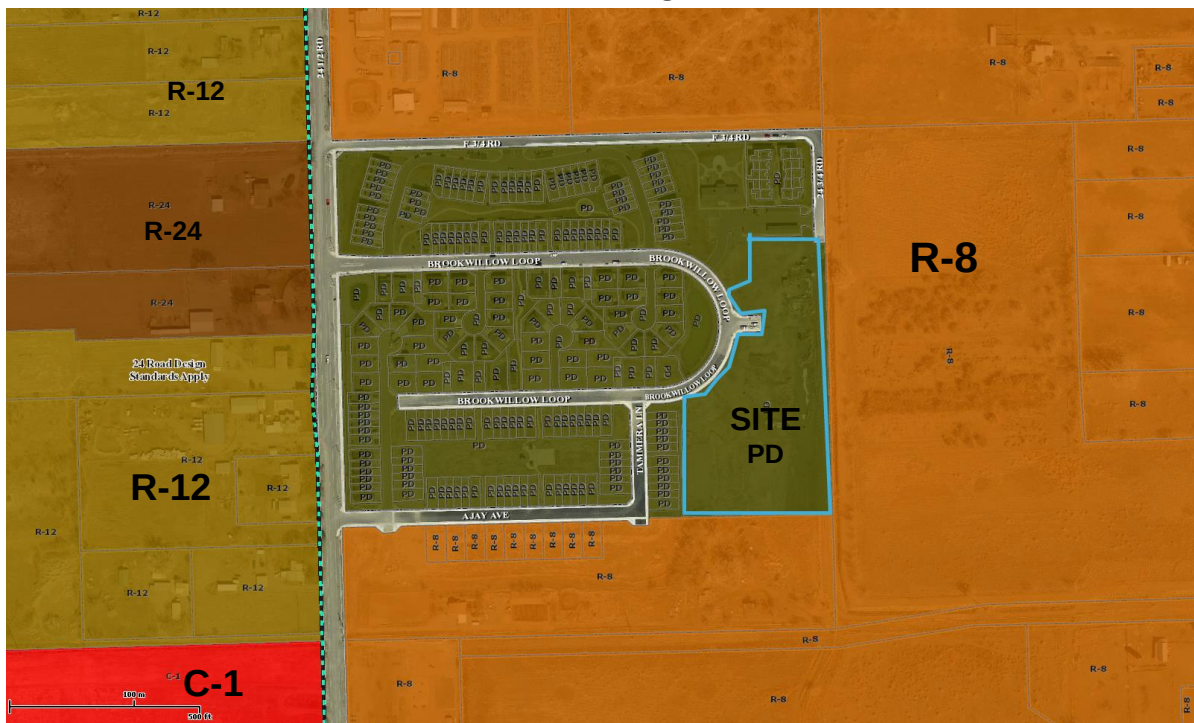
Comprehensive Plan Map

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 5th 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	Undeveloped land		
	East	Vacant land		
	West	Existing residential with vacant land		
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-feet 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 6th 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	Undeveloped land		
	East	Vacant land		
	West	Existing residential with vacant land		
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.

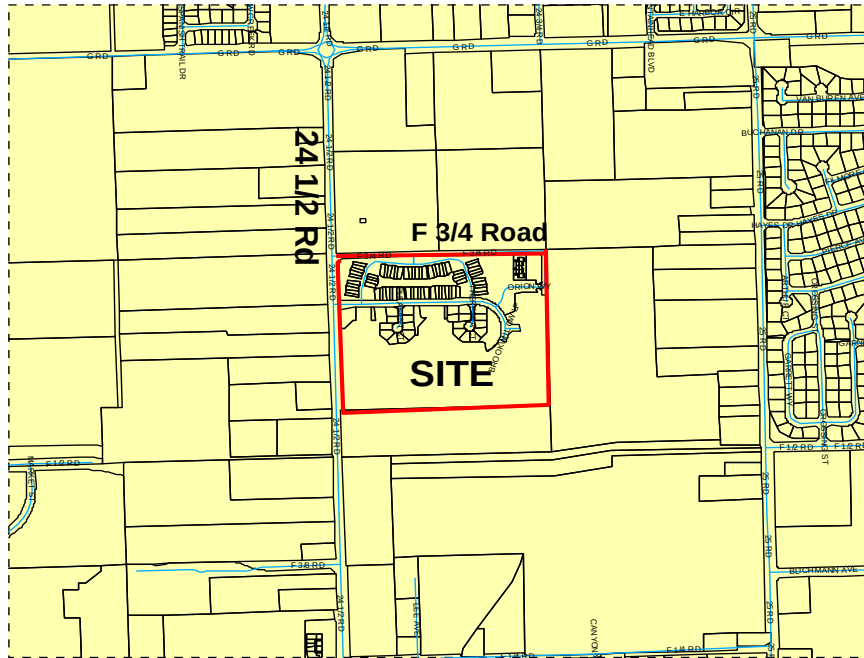
Attachments:

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

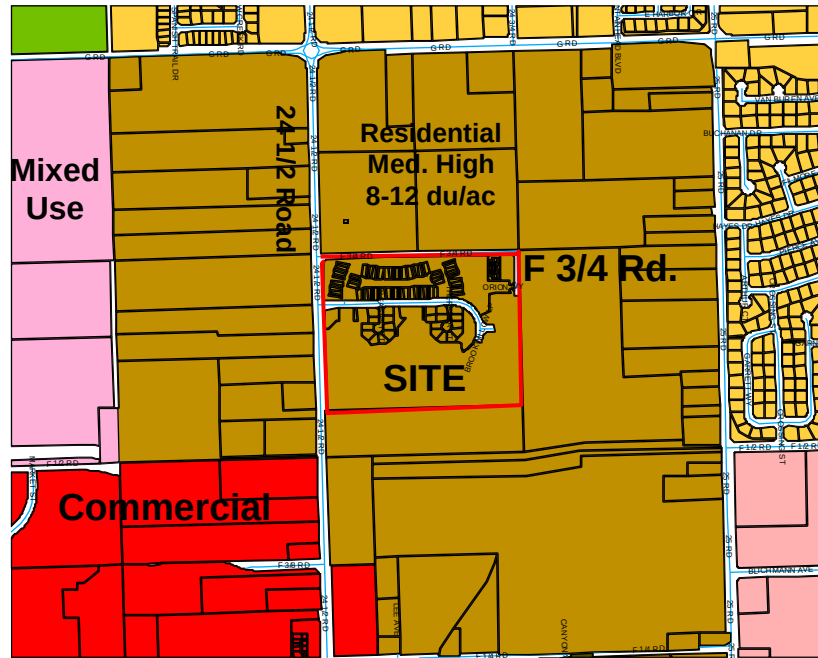
City Limits

Figure 2



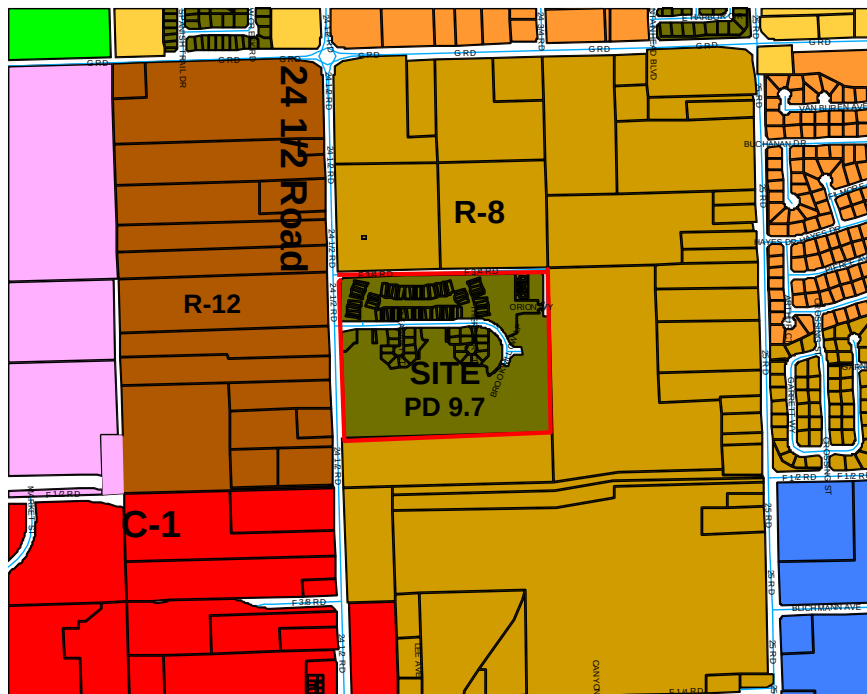
Future Land Use Map

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 5th Street
Grand Junction, CO 81501

Re: Brookwillow Village

Dear Lori,

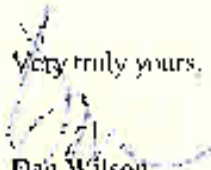
We ask for your assistance in modifying the schedule of completion of the Brookwillow Village project and the phases that were previously approved. To assist, I enclose a copy of the existing phases/schedule recently supplied to me by Jamie Beard. We propose:

(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:ujl

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

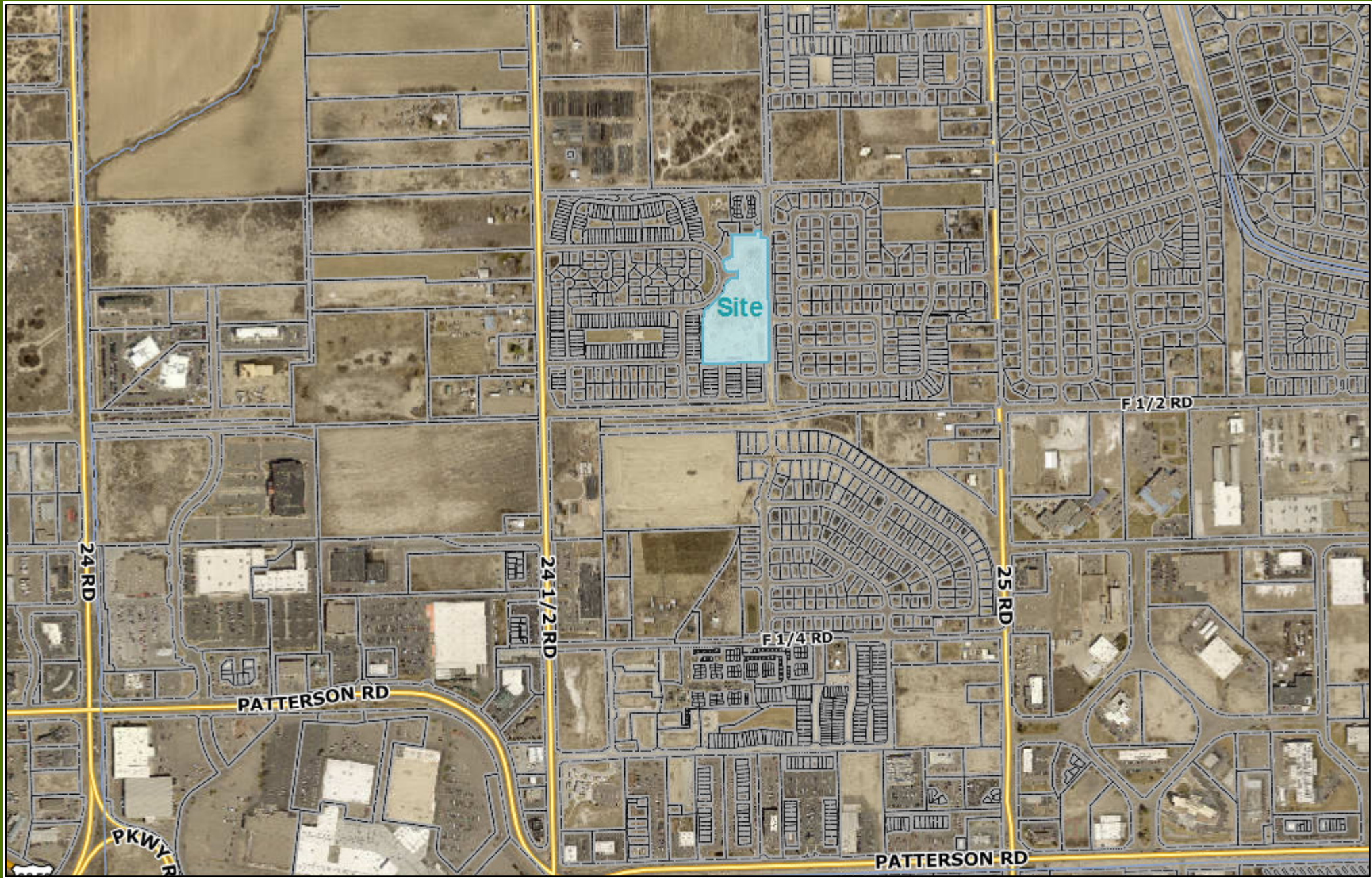
Thank you in advance for your consideration of this request to modify our phasing schedule.

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



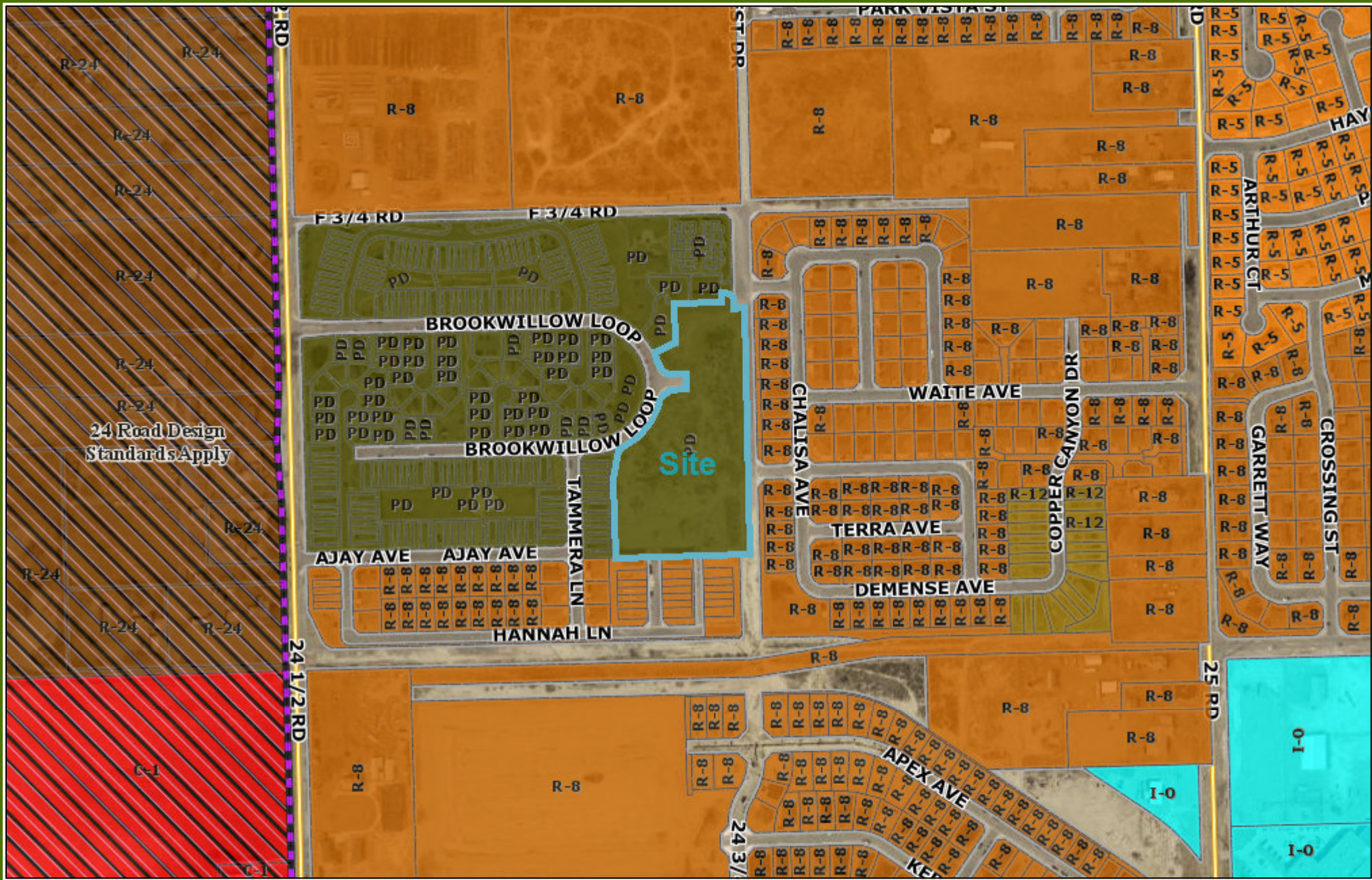
0 0.225 0.45
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Printed: 3/4/2019

1 inch = 752 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Site Zoning Map



24 Road Design
Standards Apply

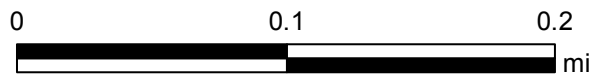
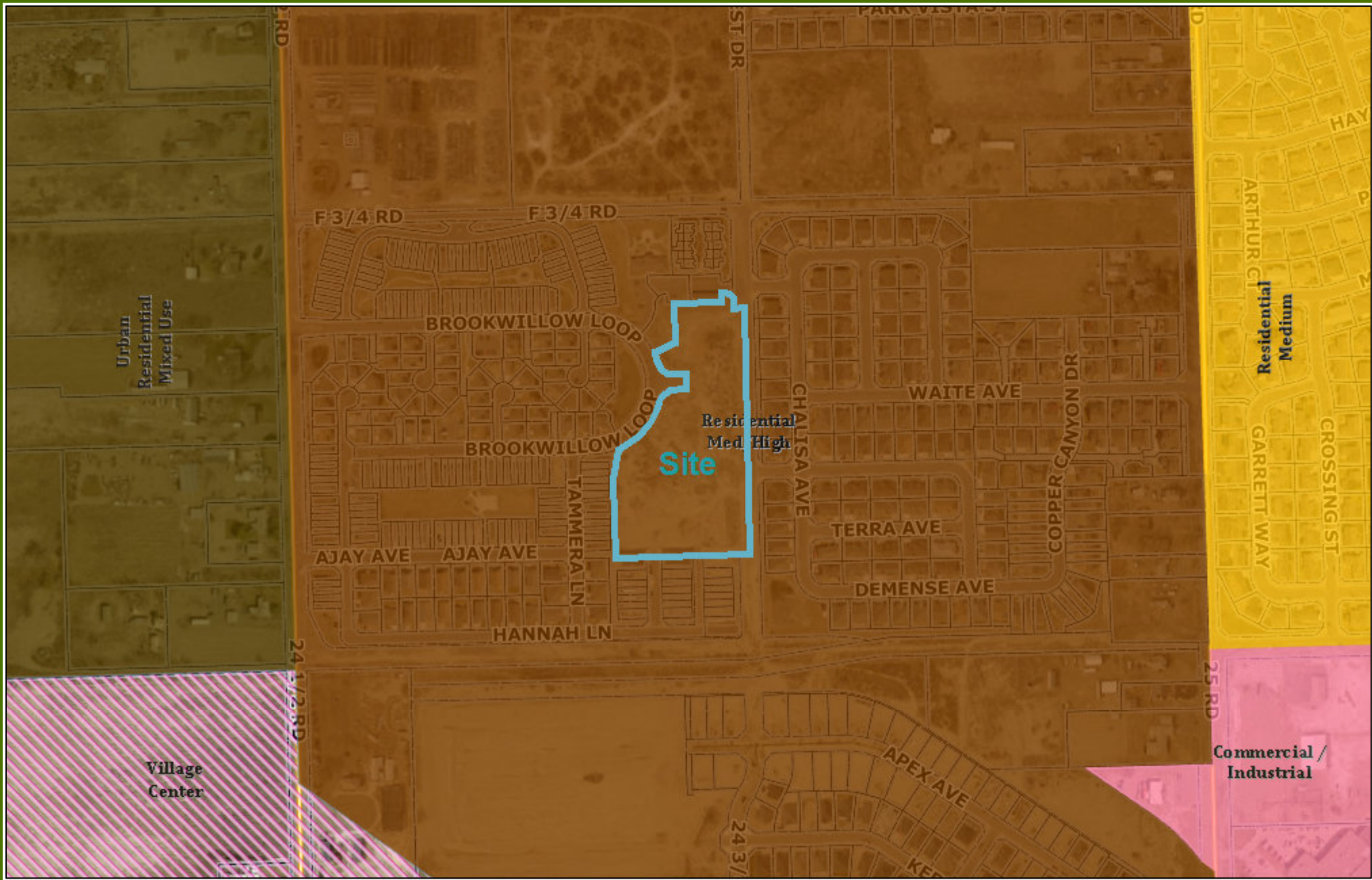
Site



Printed: 3/4/2019

1 inch = 376 feet

Site Future Land Use Map



Printed: 3/4/2019

1 inch = 376 feet

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 17th, 2019
3	Maps
4	Staff Report for Extension Request dated February 14, 2012
5	Staff Presentation dated April 17th, 2019
6	Public Comment received as of March 25, 2019
7	Proposed City Zoning Ordinance

Andrew Gingerich

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

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 3rd day of April, 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 Planning Commission

Regular Session

Item #5.a.ii.

Meeting Date: April 17, 2019

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

An Ordinance Rezoning 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

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 (adopt/deny) Ordinance 4849, an ordinance rezoning 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 on final passage and order final publication in pamphlet form.

Attachments

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

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
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
ALLOWED LAND USE				
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
Entertainment Event, Major				
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		
Recreation and Entertainment, Outdoor				
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
Recreation and Entertainment, Indoor				
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
ALLOWED LAND USE				
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	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Telecommunications Facilities				
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

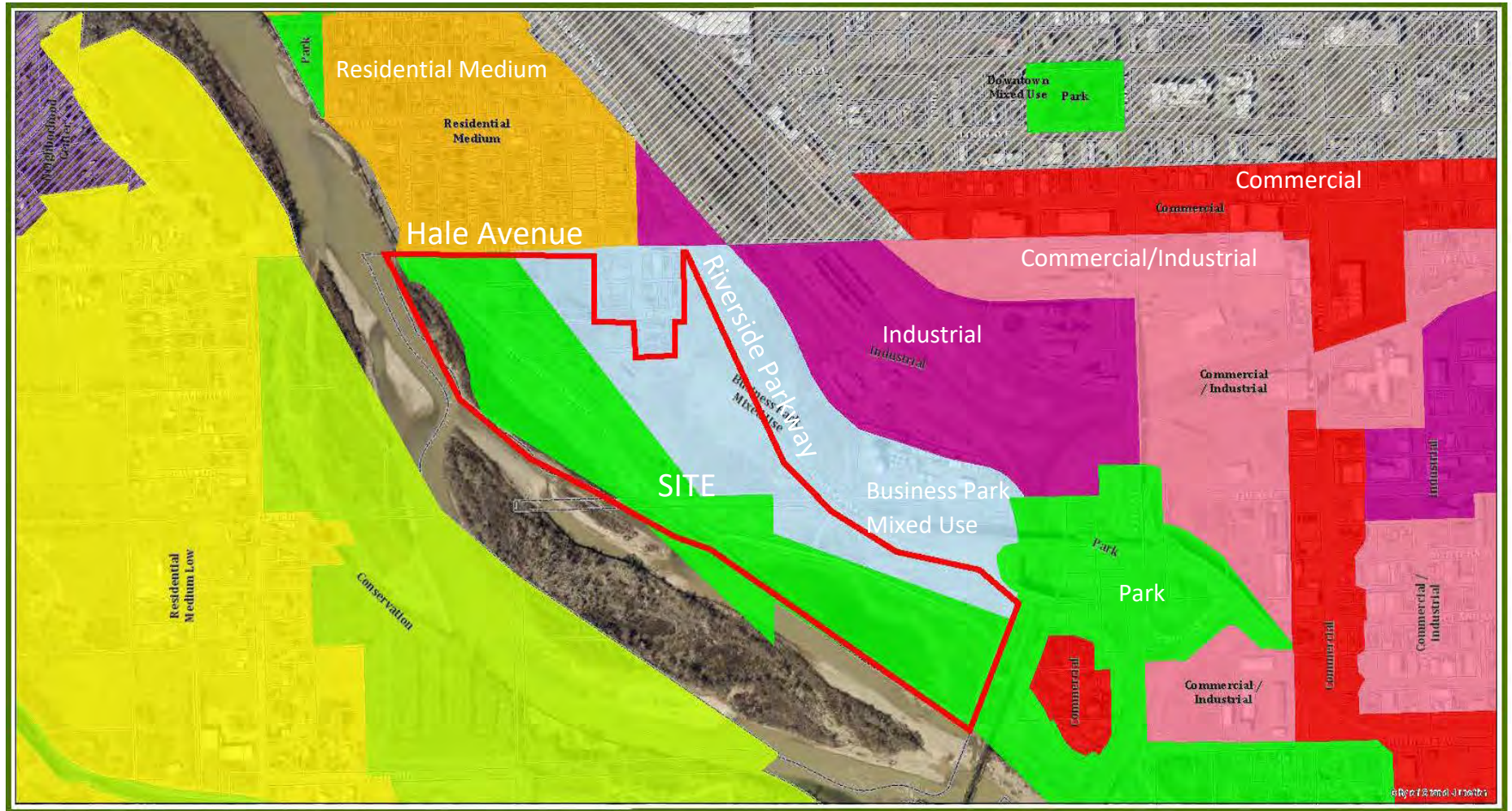
ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
	A	A	A	A

* **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.

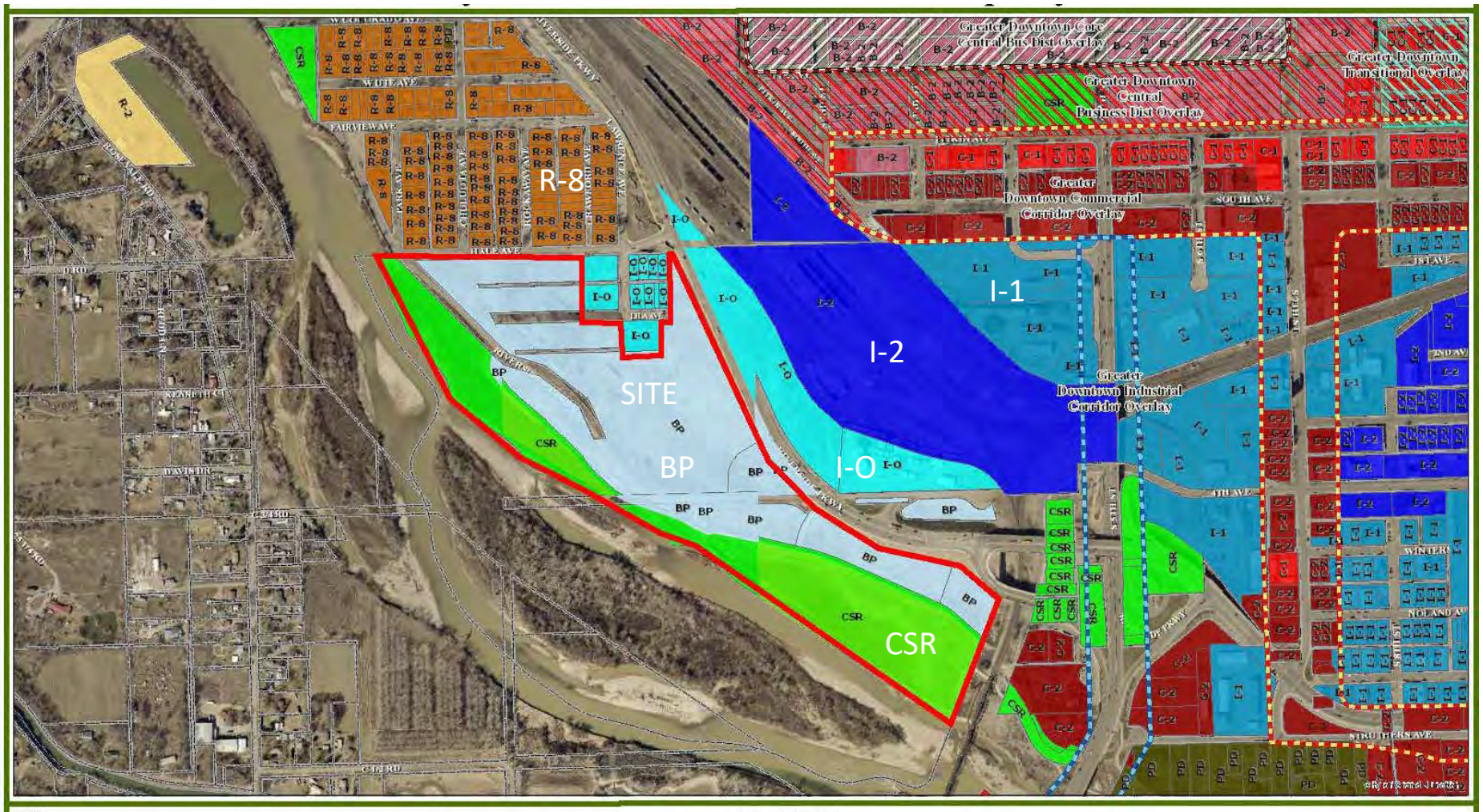
This aerial map shows the proposed 'SITE' in Grand Junction, Colorado. The site is outlined in red and is situated south of Hale Avenue and east of the Colorado River. Key streets shown include Hale Avenue, Riverside Parkway, and Highway 50. The map also displays the city grid and the river's path through the area.



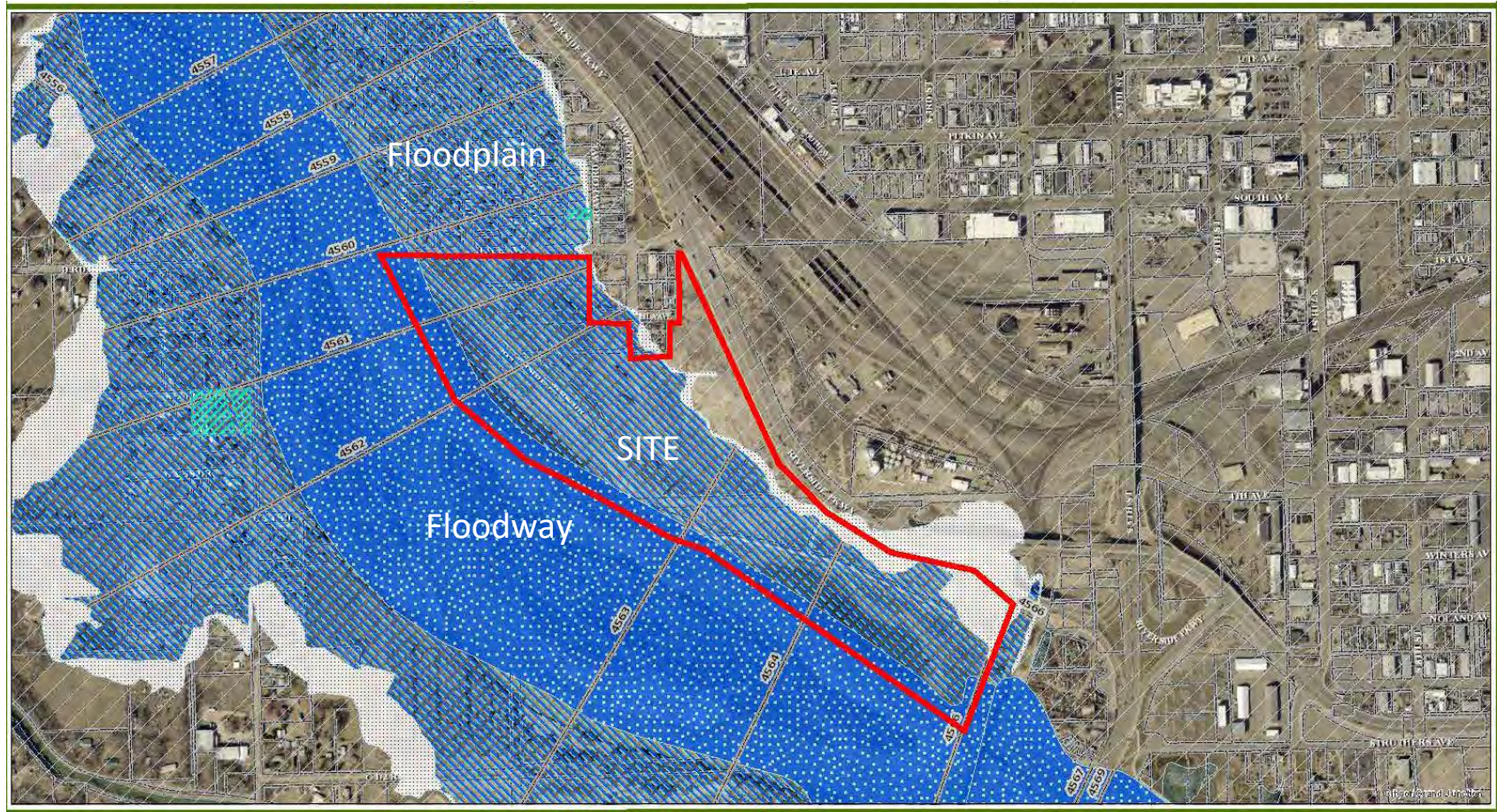
Future Land Use Designations



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**.

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

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
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
Entertainment Event, Major				
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		
Recreation and Entertainment, Outdoor				
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
Recreation and Entertainment, Indoor				
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		

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
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	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Telecommunications Facilities				
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

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
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.

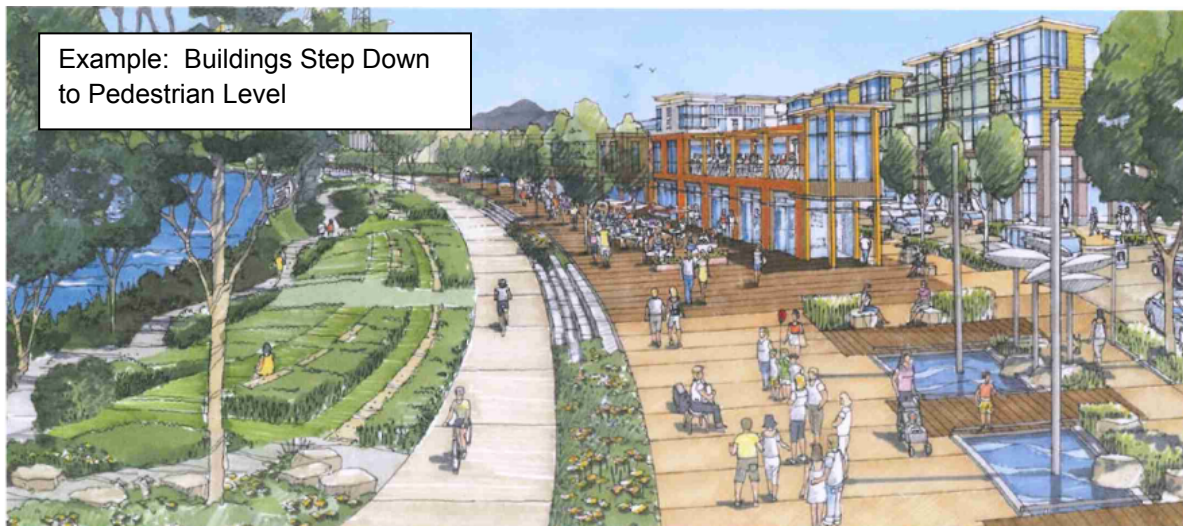
9. Building(s) on the site utilize renewable energy sources or passive solar.

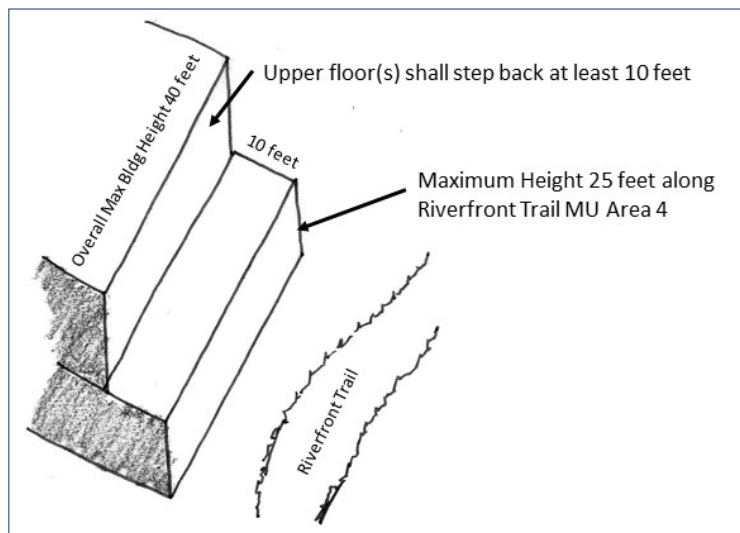
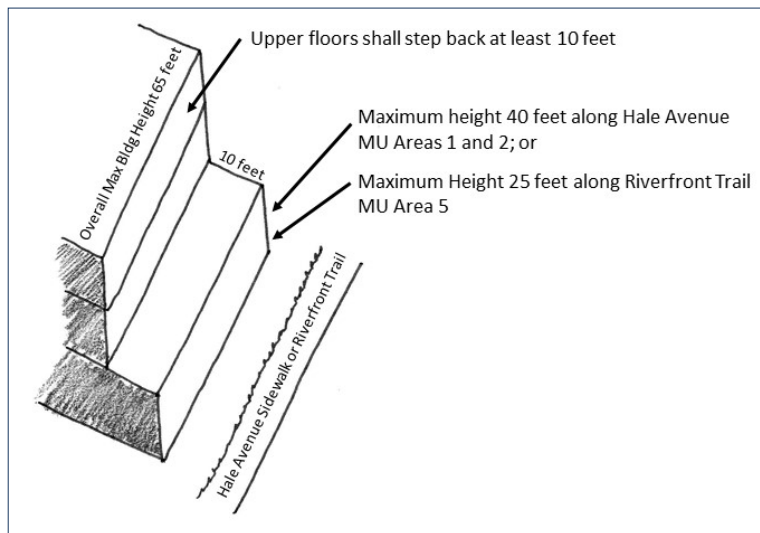


B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

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 3rd day of April, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this ____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

EXHIBIT A

Dos Rios PD Boundary



EXHIBIT B

