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**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 2, 2021
250 NORTH 5TH STREET
[VIRTUAL MEETING](#) - [LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191**

**5:20 PM – PRE-MEETING
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming June 2021 as Immigrant Heritage Month in the City of Grand Junction

Proclaiming June 30, 2021 as Tim Foster 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.

Citizens have four options for providing Citizen Comments: 1) in person during the meeting, 2) [Virtually](#) during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on June 2, 2021, or 4) submitting comments online until noon on June 2, 2021 by completing this [form](#). Please reference the agenda item and all comments will be forwarded to City Council.

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. Summary of the May 17, 2021 Workshop
- b. Minutes of the May 19, 2021 Executive Session
- c. Minutes of the May 19, 2021 Regular Meeting
- d. Summary of the May 24, 2021 Workshop

2. Set Public Hearings

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

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning Approximately 13.33-Acres from County RSF-R (Residential Single Family – Rural – 5-Acre Lot Sizes) to a City R-8 (Residential – 8 du/ac) for the Blue Mesa Estates Annexation, Located at 3085 D ½ Road, and Setting a Public Hearing for June 16, 2021
 - ii. Introduction of an Ordinance Zoning Approximately 0.73-Acres from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-8 (Residential – 8 du/ac) for the Reed Annexation, Located at 2733 B ¼ Road and Setting a Public Hearing for June 16, 2021

3. Contracts

- a. Grand Valley Irrigation District Construction, Operation, Maintenance and Easement Agreements for Lakeside Sewerline Replacement
- b. Contract Approval for the Construction Manager - General Contractor for the Lincoln Park Stadium Renovation Project

- c. Purchase Tandem Axle Dump Truck with Snowplow, Salt Box and Wing Plow
- d. Contract for 2021 Concrete Curb, Gutter, and Sidewalk Replacement Project
- e. Hogchute (aka Carson) Reservoir Dam Modifications

4. Resolutions

- a. A Resolution Authorizing Lease of the Hallenbeck Ranch Property to VanWinkles Ranch, LLC

REGULAR AGENDA

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

5. Public Hearings

- a. Quasi-judicial
 - i. An Ordinance Rezoning Three Parcels Totaling Approximately 2.49 Acres from R-2 (Residential - 2 units/acre) to R-12 (Residential - 12 units/acre) Located at the Southwest Corner of 26 ½ Road and Northacres Road
 - ii. Appeal of Community Development Director's Administrative Decision Pertaining to Acceptance of Open Space Fees in Lieu of Land Dedication for the Lowell Village Townhome Phase 2 Development - **CONTINUED FROM MAY 19, 2021**
- b. Legislative
 - i. An Ordinance for Supplemental Appropriations Amending the 2020 Budget
 - ii. An Ordinance to Amend the Grand Junction Municipal Code (Title 21.02.080) Regarding Neighborhood Meetings and to Allow for Alternative Hearing Procedures for Land Use Applications in the City of Grand Junctions - **CONTINUED FROM MAY 19, 2021**

6. Resolutions

- a. A Resolution to Defend, Indemnify and Hold Harmless Claudia Hazelhurst, Jodilyn Welch and Greg Caton from Claims Made in Mesa County District Court Case 2021CV30108

7. 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.

8. Other Business

9. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** generations of immigrants from every corner of the globe have built our Country's economy and created the unique character of our nation; and
- Whereas,** immigrants have provided the United States of America with unique social and cultural influences, fundamentally enriching the extraordinary character of our nation; and
- Whereas,** despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day, and
- Whereas,** the United States, because of the Constitution, is a beacon of hope for people all over the globe seeking a better life and peaceful future; and
- Whereas,** immigration enhances Grand Junction's cultural diversity, as foreign-born individuals add to the variety of abilities, languages, customs, and cuisines that benefit the residents of our City.

NOW, THEREFORE, I, C.B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of June 2021 as

"Immigrant Heritage Month"

in the City of Grand Junction and call this observance to the attention of all our Citizens to encourage them to learn more about the social and economic impact of immigrants to our community and state.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2nd day of June 2021.

Mayor





City of Grand Junction, State of Colorado

Proclamation

- Whereas,** we are here today to honor and celebrate the exceptional contributions and devoted public service of Mr. Tim Foster; and
- Whereas,** Tim began his public service career in the Colorado House of Representatives where he served four terms (1988 – 1996), two (1993 – 1996) as House Majority Leader; and
- Whereas,** in 1999 Tim was appointed Executive Director of the Colorado Commission on Higher Education by Governor Owens; and
- Whereas,** Tim was supportive of legislation that provided each of the state colleges its own governing board; and
- Whereas,** in 2004 he became President of Mesa State College and in 2011 oversaw its transition to a preeminent university now known as Colorado Mesa University (CMU); and
- Whereas,** since 2004 Tim has continuously served the best interests of CMU students and the community offering more than 100 undergraduate programs of study - at the certificate, associate and bachelor's level - along with graduate programs in business administration, education and health sciences; and
- Whereas,** in 2005 Tim helped CMU further its goal of meeting the diverse educational needs of Western Colorado by bolstering the offerings of Western Colorado Community College with a suite of technical certificates and associate degrees; and
- Whereas,** during Tim's tenure as President, CMU experienced significant transformation, including an increase in enrollment from 5,750 to 9,373 from 2004 – 2019; and
- Whereas,** Tim oversaw increases in the University's graduation rates, retention rates, athletic teams, tripling the operating budget, increasing CMU's fundraising and endowment, and heading large capital construction projects; and
- Whereas,** Tim successfully led CMU through the tumultuous COVID-19 pandemic, instituting plans to keep the university and community safe, while mitigating undue impacts; and
- Whereas,** Tim's leadership, ambition and vision for CMU have led to profound and inestimable cultural influences in Grand Junction and the surrounding communities on the Western Slope, and similarly profound economic impacts which have recently been valued at a total of \$539 million in direct and indirect economic stimulus in Western Colorado; and
- Whereas,** Tim has further demonstrated his commitment to public service by serving on the Board of Governors of the Colorado Bar Association, the Board of Powderhorn Ski Area, the Greater Grand Junction Chamber of Commerce, the El Pomar Foundation Northwest Council and as Chairman of the Grand Junction Economic Partnership.

NOW, THEREFORE, I, C.B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim June 30, 2021 as

"Tim Foster Day"

in the City of Grand Junction and urge all citizens to join with us as we extend our sincere appreciation for his distinguished service and incomparable contributions and wish him the best in all his future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2nd day of June, 2021.

Mayor



GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

May 17, 2021

Meeting Convened: 5:30 p.m. Meeting held in person at 250 North 5th Street, live streamed, and broadcast on cable channel 191.

Meeting Adjourned: 8:13 p.m.

City Councilmembers present: Councilmembers Abe Herman, Phil Pe'a, Dennis Simpson, Anna Stout, Rick Taggart, and Mayor Chuck McDaniel.

City Councilmembers absent: Councilmember Randall Reitz.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, CDBG Administrator Kristen Ashbeck, Finance Director Jodi Welch, Sr. Assistant to the City Manager Greg LeBlanc, Public Works Director Trent Prall, City Clerk Wanda Winkelmann, and Deputy City Clerk Selestina Sandoval.

Mayor McDaniel called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Board and Commission Assignments for City Council

Each year the City Council reviews and determines which members of the City Council will represent the Council on various boards, committees, commissions, authorities, and organizations.

City Council discussed the 2021/2022 assignments and a resolution making the assignments will be considered at the May 19 Regular City Council meeting. If a future assignment is made to the Historic Preservation Board, Councilmember Reitz will be the liaison.

b. Grand Valley Housing Needs Assessment

Ms. Allen introduced the topic. Staff began work in late December with Root Policy and Research, a Colorado consultancy with extensive experience in the housing field, on the Grand Valley Housing Needs Assessment.

Root Policy Research launched a community-wide housing needs survey on February 3rd which was open for responses until February 28th. A series of meetings with stakeholders' groups took place the week of February 15th. Information gathered through the survey and meetings with stakeholders and housing partners was used in conjunction with Census (2010), American

Community Survey (ACS), DOLA, among other data sources to formulate the assessment report.

Molly Fitzpatrick and Avilia Bueno with Root Policy Research presented the major findings of the Housing Needs Assessment. Included in the findings were income, rentals vs. home ownership, housing types and permits issued, affordability and gaps, special interest populations, and people experiencing homelessness.

The regional housing assessment provides information for staff to draft the required CDBG Five-Year Consolidated Plan. The subsequent Phase 2 of the project is to develop a housing strategy for the City of Grand Junction which is to be completed late summer 2021.

A break was called at 7:05 p.m. The workshop resumed at 7:12 p.m.

c. Community Development Block Grant 2021-2025 Consolidated Plan Update

Ms. Ashbeck noted that the Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

In 1996 the US Department of Housing and Urban Development (HUD) established Grand Junction as a community entitled to receive Community Development Block Grant (CDBG) funds. Every five years the City prepares and adopts a new five-year consolidated plan as required by HUD.

Ms. Ashbeck reviewed the Five-year Consolidated Plan goals:

1. Suitable Living Environment – Non-housing
2. Decent Affordable Housing
3. Creating Economic Opportunities
4. Suitable Living Environment - Homeless
5. Suitable Living Environment – Special Needs/Human Services/Youth/Minority

The 2021 Five Year Consolidated Plan will be considered by the Grand Junction City Council for adoption on July 21, 2021.

d. 2021 Program Year Community Development Block Grant Funding Requests

Community Development Block Grant (CDBG) funds are an entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The 2021 Program Year, which

will begin September 1, 2021, marks the City's 26th year of eligibility. Applications for funding were solicited and received by the City in March 2021. The purpose of the City Council workshop is to establish a work plan for the 2021 CDBG Program Year by recommending which projects should be funded.

Ms. Ashbeck noted that the City has received grant requests of \$727,243 from outside agencies and has identified three City capital improvements projects totaling \$1,028,595 that would be eligible for CDBG funding for a total of \$405,000 in grant requests (excluding \$25,000 administration funding requested). The City's allocation is \$469,557 for the CDBG 2021 Program Year.

Discussion ensued regarding the Safe Neighborhood Routes/Connections requests that were recommendations from the Urban Trails Committee. Support was expressed to bring forward the recommendations by staff. The final funding decision is scheduled to be made by the City Council at its meeting on June 16, 2021 with adoption of the Annual Action Plan occurring at the July 21, 2021 meeting.

Agenda Topic 2. City Council Communication

Councilmember Pe'a requested a workshop with the Marijuana Enforcement Division (MED) to learn about regulations and enforcement from the State's perspective.

Councilmember Herman asked that the listening sessions for marijuana regulations be added to Council's calendar. It was noted a listening session will be held at the June 7 workshop.

Councilmember Stout requested a brief explanation from City Attorney Shaver regarding the procedures and protocols regarding Council service on a board or commission. Mr. Shaver noted that when a Councilmember serves on a board, the Councilmember should have the board's best interest in mind. Sometimes there are conflicts between the board's interests and the City's interest, and abstentions in these circumstances are appropriate. It was requested that staff send a letter to the board Chair introducing the new Councilmember.

Councilmember Stout asked if Council would consider issuing a statement or taking a position in opposition on the PAUSE bill (Protect Animals from Unnecessary Suffering and Exploitation). She indicated the bill would have extreme negative impacts on farmers and ranchers. Councilmember Taggart requested a brief on the issue and Councilmember Stout will provide the requested information.

Councilmember Stout inquired into Council's interest in having a guided conversation about *Intersection of Race in The United States*. It was noted that the one-year anniversary of Mr.

George Floyd's death is coming up. Support was expressed to have this conversation before the end of the year and Councilmember Stout will send out information.

Mayor McDaniel stated that progress is being made in the selection of the consultant for Council's strategic planning session.

Councilmember Taggart requested that future workshops be held in a different format than Council seated at the dais. Councilmember Simpson requested that the workshops continue to be recorded and made available to support transparency.

Agenda Topic 3. Next Workshop Topics

This topic was not discussed.

Agenda Topic 4. Other Business

There was none.

Adjournment

The Workshop adjourned at 8:13 p.m.

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

May 19, 2021

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, May 19, 2021 at 4:45 p.m. in the 1st Floor Breakroom, City Hall, 250 North 5th Street. Those present were Councilmembers Abe Herman, Phil Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Mayor Chuck McDaniel.

Staff present for the Executive Session were City Manager Greg Caton, City Attorney John Shaver, and Finance Director Jodi Welch.

Executive Session

Councilmember Herman moved to go into Executive Session:

EXECUTIVE SESSION UNDER C.R.S. 24-6-402(4)(e)(I) OF THE COLORADO OPEN MEETINGS LAW TO CONFER WITH AND RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY AND TO DISCUSS THE CITY'S POSITION AND STRATEGY(IES) RELATIVE TO THE DEFENSE OF CLAIMS MADE AND FILED AS MESA COUNTY DISTRICT COURT CASE NUMBER 2021CV30108 - GRAND JUNCTION PEACE OFFICERS' ASSOCIATION a/k/a GRAND JUNCTION POLICE OFFICER'S FOP LODGE 68, on Behalf of its Members, and on Behalf of All Others Similarly Situated. v. THE CITY OF GRAND JUNCTION, CLAUDIA HAZELHURST in her individual and official capacity, JODILYN "JODI" WELCH f/k/a JODILYN ROMERO, in her individual and official capacity, and GREGORY CATON, in his individual and official capacity.

Councilmember Stout seconded the motion. Motion carried unanimously.

The City Council convened into Executive Session at 4:47 p.m.

Councilmember Stout moved to adjourn. Councilmember Pe'a seconded. Motion carried unanimously.

The meeting adjourned at 5:14 p.m.

Wanda Winkelmann
City Clerk



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

May 19, 2021

Call to Order. Pledge of Allegiance. Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 19th day of May 2021 at 5:30 p.m. Those present were Councilmembers Abe Herman, Phillip Pe'a, Randall Reitz, Dennis Simpson, Anna Stout and Council President Chuck McDaniel. Councilmember Rick Taggart was absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

Council President McDaniel called the meeting to order and student Reagan Coolbaugh led the Pledge of Allegiance which was followed by a moment of silence.

Proclamations

Proclaiming May 16 - 22, 2021 as Emergency Medical Services Week in the City of Grand Junction

Councilmember Herman read the proclamation. Fire Chief Ken Watkins and Emergency Medical Services Chief Mark McIntire accepted the proclamation.

Proclaiming May 22, 2021 as St. Mary's Medical Center 125th Birthday in the City of Grand Junction

Councilmember Reitz read the proclamation. St. Mary's Medical Center President Bryan Johnson accepted the proclamation.

Citizen Comments

Beth McKee expressed concerns regarding speeding on Patterson Road and suggested reducing the speed limit.

Bruce Lohmiller talked about violence in Mesa County, air compression vehicles, speaking at City Council meetings and then showed one of his cartoons and a piece of his artwork.

Ron Gibbs, in regard to the Patterson Road Access Control Plan, requested the Village Fair Shopping Center driveway be a three-quarter turn access.

City Manager Report

City Manager Greg Caton did not have a report.

Council Reports

Councilmember Pe'a attended the Parks and Recreation Advisory Board and the Visit GJ meetings.

Councilmember Stout said the Grand Valley Task Force will provide an update on May 27th.

Council President McDaniel attended a meeting to discuss the location of the Bureau of Land Management Offices with Congressman Jon Neguse who is supportive of the offices remaining in Grand Junction. He also attended the Grand Junction Chamber of Commerce's State of the Grand Valley with City Manager Greg Caton.

CONSENT AGENDA

Councilmember Simpson moved to add Item 5.b.i. to the Consent Agenda to continue the public hearing to June 2nd and adopt Consent Agenda items 1 - 4 and 5.b.i. Councilmember Herman seconded the motion. Motion passed by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the May 3, 2021 Workshop
- b. Minutes of the May 5, 2021 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance for Supplemental Appropriations Amending the 2020 Budget and Setting a Public Hearing for June 2, 2021
- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning Three Parcels Totaling Approximately 2.49 Acres from R-2 (Residential - 2 units/acre) to R-12 (Residential - 12 units/acre) Located at the Southwest Corner of 26 ½ Road and Northacres Road and Setting a Public Hearing for June 2, 2021

3. Contracts

- a. Contract Approval for the Design & Build of the Canyon View Light Poles
- b. 2021 Spending Authorization for Contract for Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects
- c. Contract for Street Maintenance - 2021 Asphalt Overlay Project

4. Resolutions

- a. A Resolution Appointing and Assigning City Councilmembers to Represent the City on Various Boards, Committees, Commissions, Authorities, and Organizations

5. Public Hearings

- b. Quasi-judicial
 - i. Appeal of Community Development Director's Administrative Decision Pertaining to Acceptance of Open Space Fees in Lieu of Land Dedication for the Lowell Village Townhome Phase 2 Development – Continued to June 2, 2021

REGULAR AGENDA**Presentation, Discussion, and Possible Direction on the City of Grand Junction's Proposed Patterson Road Access Control Plan (ACP), Volume III, Title 38 of the Municipal Code**

In 2020 the City engaged Stolfus & Associates, Inc. (Stolfus) to study and prepare an Access Control Plan (ACP) for the 7.0 mile Patterson Road corridor within City limits with the goal of optimizing corridor performance by reducing traffic congestion and improving safety and overall functionality. The ACP works to plan, coordinate, regulate and design future development through access to and from adjacent properties.

Throughout 2020 Stolfus inventoried access points, counted traffic, determined existing and future traffic demands, performed a safety analysis and prepared a draft Patterson Road ACP in January 2021 for public review. The draft Plan was publicly reviewed through in person and virtual public open houses held in October 2020 and January 2021 and through GJSpeaks. On February 23, 2021 the Planning Commission heard the Patterson Road ACP in a virtual hearing and continued the item until after staff was able to conduct additional public outreach. One-on-one meetings, follow-up phone calls and emails, and neighborhood meetings were conducted to seek and engage public input. The draft Plan was updated in April 2021 to reflect input received including changing accesses at various locations to provide more access than the

previous draft. Additional outreach continues through GJSpeaks.

A Planning Commission public hearing is proposed for June 8, 2021 and City Council for July 7, 2021.

Public Works Director Trent Prall and Stolfus Senior Transportation Engineer Michelle Hanson presented this item.

Discussion included left turn and previous five year accident data, the extent of public outreach, that some public outreach concerns could not be modified/changed due to safety and/or proximity to intersections, the ACP will be part of the Municipal Code (changes could be made through the public hearing process), the ACP will include two options for Mt. View Dr./Mantey Heights access (choice of which to use will be made when implemented), access point reductions and identified/signalized cross walks will allow for safer multi-modal transportation, total cost projections vary due to the staggered/long range implementation, improving overall safety of the corridor by reducing access points and that Public Works projects may trigger area specific ACP implementation.

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

The following spoke against the ACP: Terry Porter, Ron Gibbs, Diane Lucero, Mike Anderson, Gary Lucero, Beth McKee and George Parkhurst.

The public hearing closed at 7:14 p.m.

Councilmember Stout moved to direct staff to schedule the Patterson Road Access Control Plan for public hearing. Councilmember Herman seconded the motion. Motion carried by roll call vote with Councilmember Pe'a voting no.

An Ordinance to Amend and Extend Ordinance No. 4967 Amending the Grand Junction Municipal Code Regarding Neighborhood Meetings and to Allow for Alternative Hearing Procedures for Land Use Applications

The purpose of this item is to amend and extend Ordinance No. 4923 for 90 days from the effective date of the proposed ordinance to allow 1) neighborhood meetings to be conducted virtually and 2) alternative hearing procedures.

Community Development Director Tamra Allen presented this item.

Discussion included making this permanent for the public benefit.

Councilmember Stout moved to continue to June 2nd the public hearing for an ordinance to make permanent Ordinance No. 4967 amending the Grand Junction Municipal Code regarding

neighborhood meetings and to allow for alternative hearing procedures for land use applications in the City of Grand Junction with a re-noticing of the hearing date. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Contracts for Advertising Deployment, Ad Measurement, and Verification Service

Visit Grand Junction (Visit GJ), the City's Destination Marketing Organization, deploys marketing toward potential high value visitors outside the area to promote year-round travel to Grand Junction during appropriate times of the year. The travel and tourism industry in Grand Junction enhances the quality of life for residents, ignites economic development, supports the workforce, and strengthens economic sustainability. Visit GJ has evolved into an innovative data-based marketing department. This strategy ensures that marketing initiatives are influenced by data and tracked accordingly, with significant return on investment measures. Visit GJ works directly with the advertising providers which results in trackable visitation and extensive reporting that can be attributed to Visit GJ's ad campaigns.

Through a formal solicitation, Visit GJ sought out advertising firms with the experience, resources, and expertise to provide managed-service and self-service advertising deployment, ad measurement, and verification services. This includes media attribution for conversions, utilizing control groups, and ad impression quality utilizing blockchain. Seven firms, AdTheorent, Centro, Foursquare, Conversant Epsilon, PlacIQ, Foursquare Placed, and Lucidity were chosen as options to provide a combination of advertising deployment, ad measurement, and verification services. Services, firms, and contracts will be determined as marketing strategies are implemented based on ongoing data, market analysis, and changing conditions. This request for approval from City Council is to allow Visit GJ to enter into service contracts with some or all of the above-selected firms as needed, depending on the campaign, season, or key performance indicator(s) Visit GJ is managing.

Visit Grand Junction Director Elizabeth Fogarty presented this item.

Discussion included that by providing these services in-house there would be an increase in expertise and staff attention, the projected return on investment for tourism is 30% of the City's annual sales tax revenue (\$42 million), the contract renewals are subject to annual appropriations, moving to in-house marketing will require additional staff, Grand Junction continues to surpass nationwide tourism trends, fund allocation will vary on advertising type/campaign/season and Grand Junction's top target advertising markets.

Councilmember Reitz moved to authorize the Purchasing Division to enter into advertising deployment, media measurement, and verification contracts. This includes: AdTheorent, Centro, Foursquare, Conversant Epsilon for advertising deployment; PlacIQ and Foursquare Placed for ad measurement; and Lucidity for ad verification; for an aggregate amount not to exceed, \$1,522,000. Councilmember Pe'a seconded the motion. Motion carried by roll call vote with Councilmember Simpson voting no.

Non-Scheduled Citizens & Visitors

Reagan Coolbaugh thanked Council for allowing her to lead the Pledge and appreciated the experience.

Gary Lucero requested that the Mantey Heights subdivision be allowed to opt out of the Patterson Road Access Control Plan and suggested reducing the speed limit on Patterson Road to 35 mph.

Richard Swingle thanked Council for serving and suggested Council packets contain fewer materials.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:57 p.m.

Wanda Winkelmann, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
May 24, 2021

Due to a power outage, the May 24, 2021 Workshop was canceled.

Wanda Winkelmann, City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 2, 2021

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning Approximately 13.33-Acres from County RSF-R (Residential Single Family – Rural – 5-Acre Lot Sizes) to a City R-8 (Residential – 8 du/ac) for the Blue Mesa Estates Annexation, Located at 3085 D ½ Road, and Setting a Public Hearing for June 16, 2021

RECOMMENDATION:

The Planning Commission heard this item at its May 25, 2021 meeting and voted (5-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Prodigy Homes & Development LLC is requesting a zone of annexation to R-8 (Residential – 8 du/ac) for the Blue Mesa Estates Annexation. The approximately 13.33-acre parcel of land is located at 3085 D ½ Road in Pear Park. The properties have a Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). The subject property currently contains one single-family detached home along with various accessory structures.

The Applicant is requesting annexation into the City limits per the Persigo Agreement in anticipation of future residential subdivision development. The zone district of R-8 is consistent with the Comprehensive Plan. The request for annexation will be considered separately by City Council.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicant, Prodigy Homes & Development LLC, have requested annexation of 13.33-acres of land into the City limits, located at 3085 D ½ Road in Pear Park, in anticipation of future residential subdivision development. The Blue Mesa Estates Annexation consists of one property of 13.33-acres including a portion of the D ½ Road right-of-way. The Applicant is currently only requesting a zone of annexation to R-8 (Residential – 8 du/ac).

The Applicant's properties are currently in the County and retains a County zoning of RSF-R (Residential Single Family – Rural – 5 acre minimum lot sizes). Surrounding properties to the east and west are also zoned R-8 in the City ranging in size from 0.11 to 0.13-acres for the developed lots and larger acreages of 2.84 acres to 11.68 acres for the larger undeveloped lots. The properties to the north across D ½ Road from the proposed annexation are zoned R-5 in the City and RSF-4 in Mesa County with lot sizes ranging from 0.27 to 1.47 acres in size. The area south of the annexation is in Mesa County and zoned PUD with developed lot sizes adjacent to this property between 0.15 and 0.26 acres in size. The subject property has a Comprehensive Plan Land Use designation of Residential Medium (5.5 – 12 du/ac). The requested zone district of R-8 is in conformance with the Land Use designation for the area.

The surrounding area both within the City limits and County are largely developed with single-family detached homes on each platted lot or parcel. Further subdivision development and/or lot splits are possible in the future for other properties in the area, specifically to the north of D ½ Road that are large enough to accommodate such development.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on February 10, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Public comment was also offered through the GJSpeaks platform. The Applicant, Applicant's Representative and City staff were in attendance along with two (2) citizens.

Questions at the Neighborhood Meeting centered mainly on the proposed future subdivision of the property, what the proposed density is, how will; the subdivision be accessed, traffic concerns, will there be an HOA, what the number of stories the homes will be, streetlights and fencing. An official application for annexation and zoning was submitted to the City of Grand Junction for review on March 4, 2021.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on March 15, 2021. 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 May 14, 2021. The notice of this public hearing was published May 18, 2021 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property owner has petitioned for annexation into the City limits with a requested zoning district of R-8 which is compatible with the existing Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). Since the Applicant's properties are currently in the County, the annexation of the properties is a subsequent event that will invalidate the original premise; a county zoning designation. In addition, the 2020 One Grand Junction Comprehensive Plan defined the density range for the Residential Medium Land Use category with a range of 5.5 to 12 du/ac. The existing County RSF-R zone district at a maximum density of one dwelling unit per five acres does not implement the Residential Medium Land Use category. The proposed R-8 zone district does implement the Residential Medium Land Use category. Therefore, Staff has found this criterion has been met.

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

The adoption of the Comprehensive Plan in 2020, designated these properties as Residential Medium (5.5 – 12 du/ac). The Applicant is requesting an allowable zone district that is consistent with the lower end of the density range allowed by the Residential Medium category. Adjacent properties to the west and east are already annexed and zoned R-8. The character and/or condition of the surrounding area has not changed in recent years as the area continues to be largely developed with single-family detached homes on each lot in similar density ranges.

Because there has been no apparent change of character and/or condition and the area has not significantly changed, 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 properties and are sufficient to serve land uses associated with the R-8 zone district. City Sanitary Sewer and Clifton Water are both presently available within the D ½ Road right-of-way. Properties can also be served by Xcel Energy electric and natural gas. A short distance away, a little more than ½ mile is Pear Park Elementary School. A little further to the south and west is a gas station and convenience store. Major shopping is within 2-miles to the northwest in Grand Junction and includes a Walmart Superstore and to the northeast in Clifton which includes a City Market grocery store and other associated restaurants, retail/office establishments along with a branch of the Mesa County Library. Staff has found the public and community facilities are adequate to serve the type and scope of the residential land use proposed and therefore has found 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 properties and surrounding area to the south, east and west are designated on the Comprehensive Plan Land Use Map as Residential Medium (5.5 – 12 du/ac) with Residential Low to the north. A future neighborhood center has been identified at the intersection of 31 Road and D ½ Road. The proposed zoning designation of R-8 meets the intent of achieving the desired density for the properties, with this request, to develop at the low end of the Residential Medium (5.5 – 8 du/ac) category. For properties already annexed into the City limits, this area of Pear Park is predominately zoned R-8 with some R-5 to the north. The R-8 zone district also comprises the largest amount of residential acreage within the City limits. Because a majority of this area is currently zoned R-8, staff is unable to find that there is an inadequate supply of R-8 zoning in the City and therefore finds this criterion has not been met.

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

Annexation and zoning of the properties will create additional land within the City limits for city growth and it helps fill in the patchwork of unincorporated area that is surrounded by the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district will provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan 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 that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the 2020 One Grand Junction Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the R-12 zone district could be considered, the R-8 zone district is consistent with the recommendations of the Plan's Land Use Map and compatible with the surround neighborhood.

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 (5.5 – 12 du/ac) for the subject properties.

- a. R-12 (Residential – 8 to 12 du/ac)
- b. CSR (Community Services and Recreation)
- c. Mixed Use Residential (MXR-3)
- d. Mixed Use General (MXG-3)
- e. Mixed Use Shopfront (MXS-3)

Further, the zoning request is consistent with the following chapters, goals and principles of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.

Chapter 3

Intensification and Tiered Growth Plan. Subject property is located within Tier 2 – In Tier 2, the City should promote the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.

- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

PLANNING COMMISSION RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Blue Mesa Estates Annexation, ANX-2021-157, for a Zone of Annexation from County RSF-R (Residential Single Family – Rural) to a City R-8

(Residential – 8 du/ac), the following findings of fact have been made:

1. In accordance with Section 21.02.140 (a) of the Zoning and Development Code, the application meets one or more of the rezone criteria.
2. In accordance with Section 21.02.160 (f) of the Zoning and Development Code, the application is consistent with the adopted 2020 One Grand Junction Comprehensive Plan.

Therefore, Planning Commission recommends approval of the requested Zone of Annexation.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

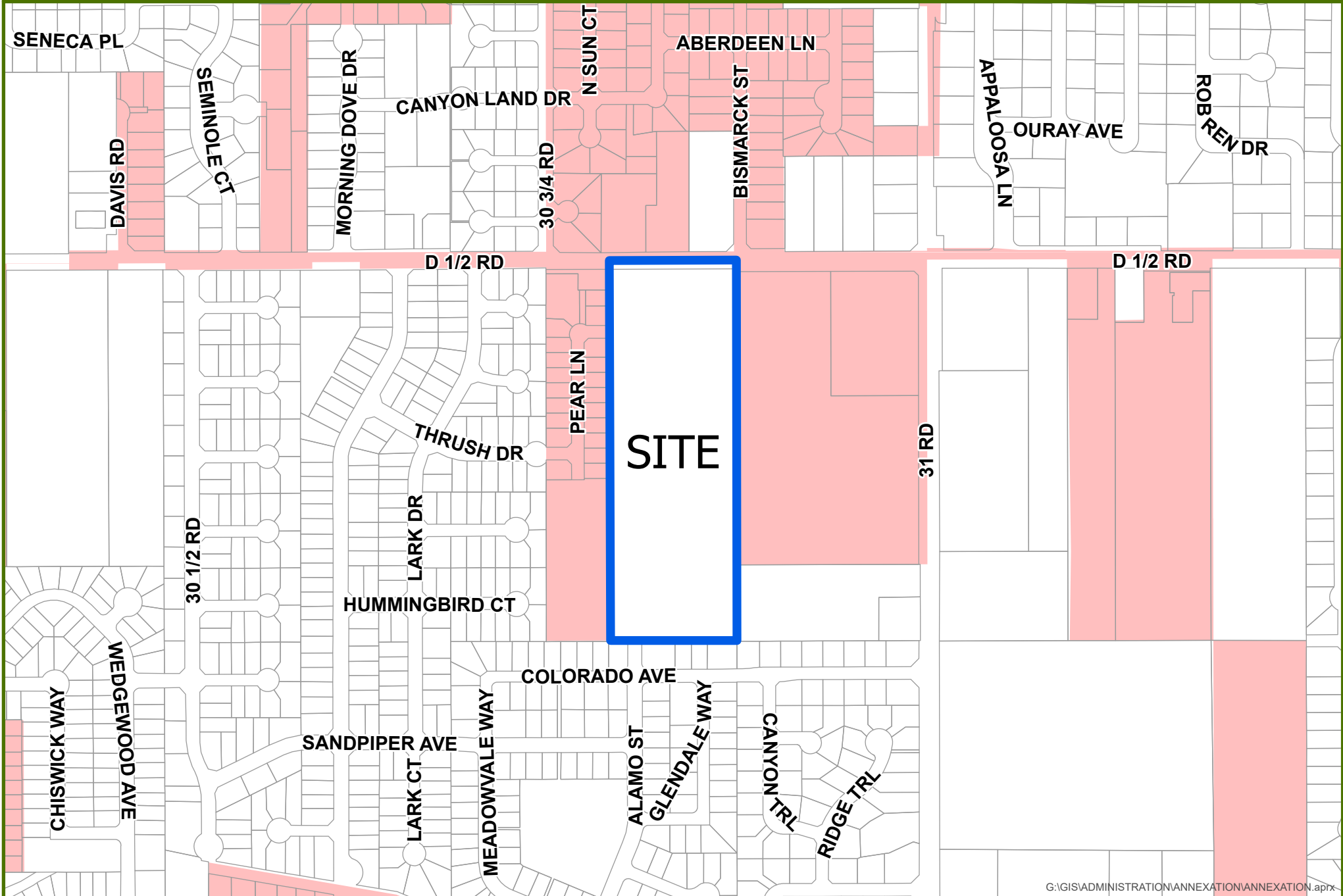
SUGGESTED MOTION:

I move to introduce an ordinance zoning the Blue Mesa Estates Annexation to R-8 (Residential - 8 du/ac) zone district, from Mesa County zoning of Residential Single Family Rural and set a public hearing for June 16, 2021.

Attachments

1. Site Maps
2. Neighborhood Meeting Minutes
3. Zone of Annexation Ordinance - Blue Mesa Estates Annex

BLUE MESA ESTATES ANNEXATION



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 Annexation

 City Limits

BLUE MESA ESTATES ANNEXATION



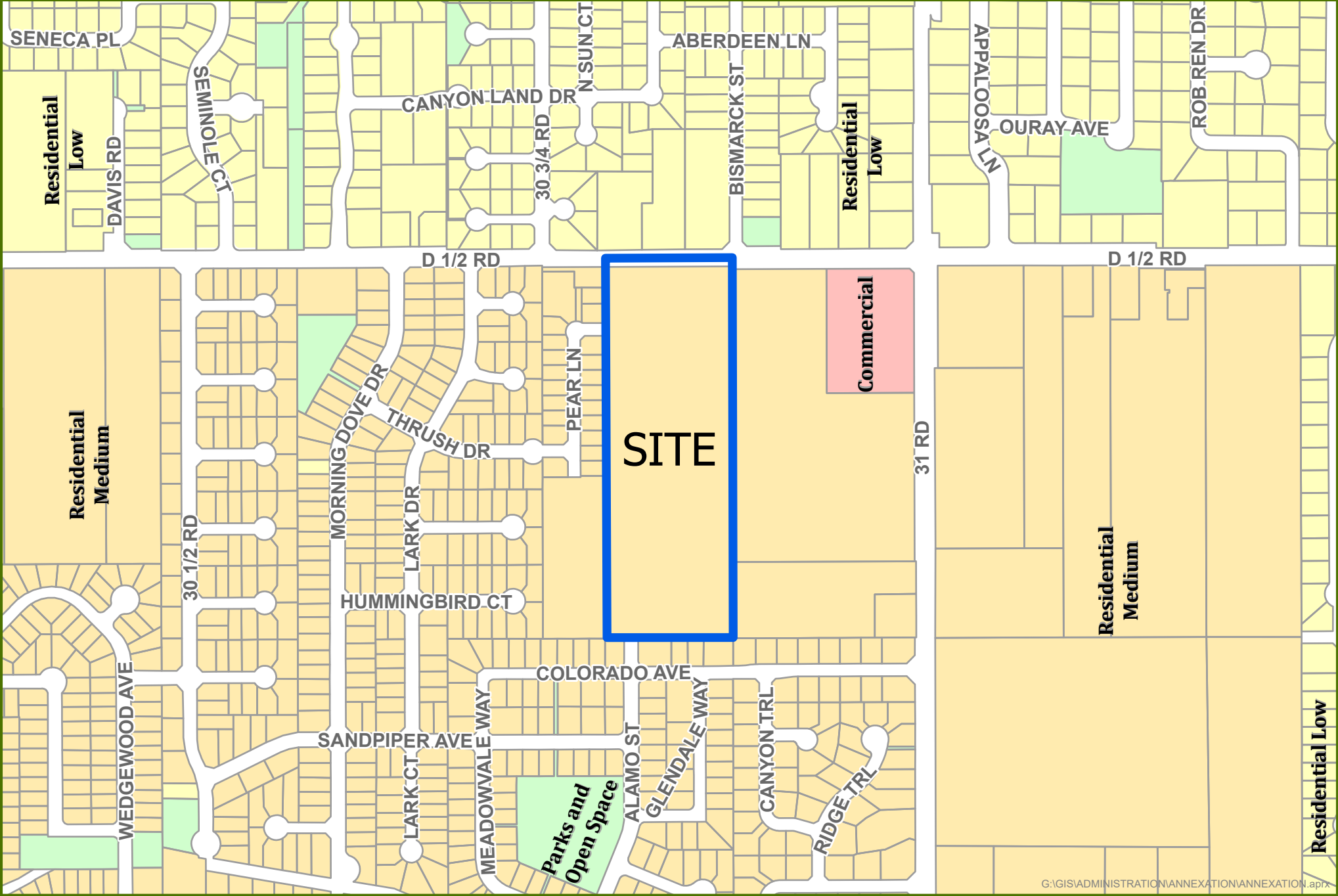
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Annexation City Limits

BLUE MESA ESTATES ANNEXATION - LAND USE



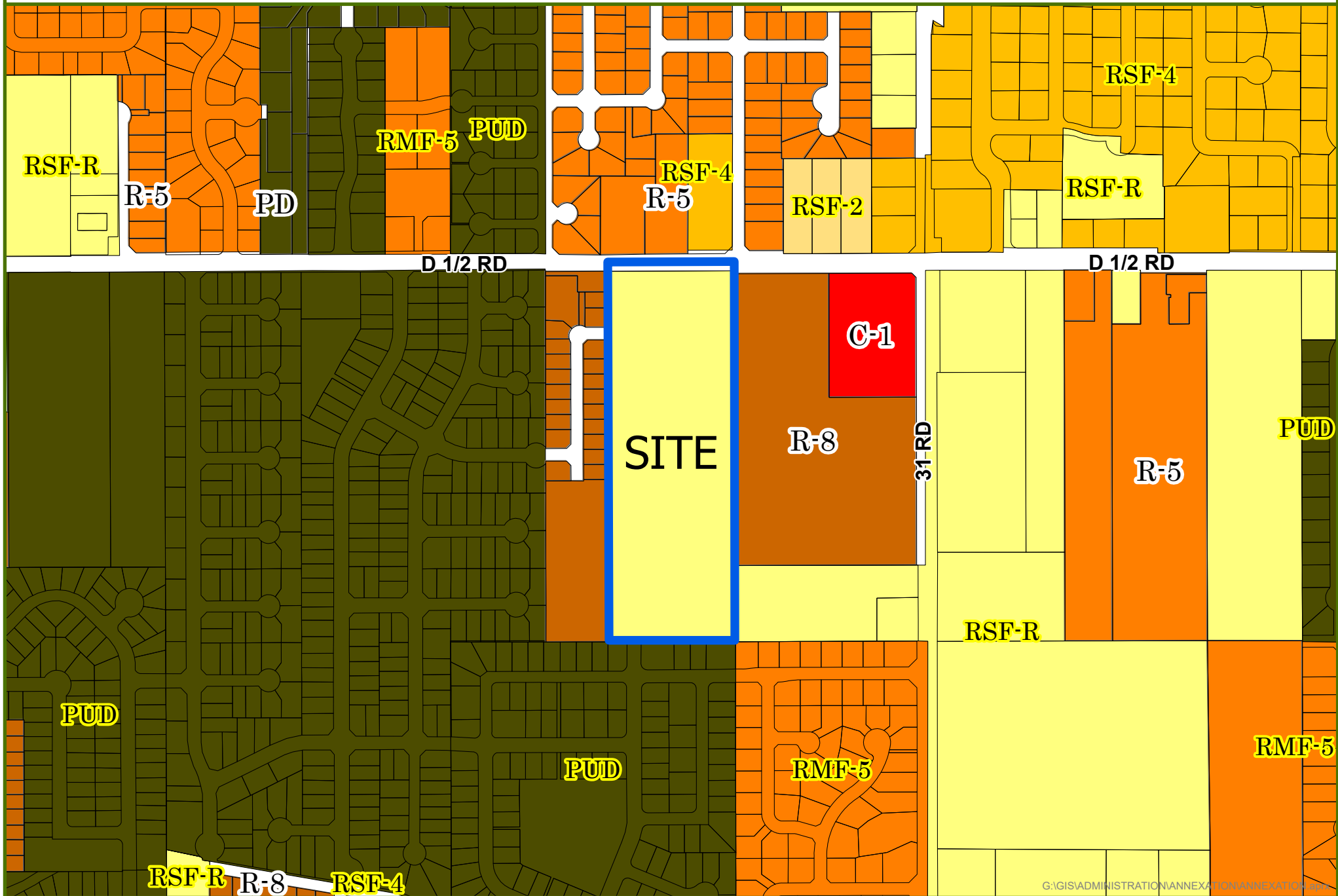
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 Annexation Boundary

BLUE MESA ESTATES ANNEXATION - ZONING



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 Annexation

City Zoning
Packet Page 28

County Zoning

Date Created: 4/9/2021

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEMS



Blue Mesa Estates Neighborhood Meeting Notes
Meeting was held 2.10.2021 VIA ZOOM @ 5:30PM

=====

Project Team Attendees: 210 invitations were mailed to the neighbors as required by the City of GJ.

Kim Kerk – Kim Kerk Land Consulting & Development-

Marie & Steve Stroshine-Prodigy Homes & Dev., LLC

Scott Peterson– Sr. Planner, City of Grand Junction

Stephen Swindell, PE Vortex Engineering

Neighborhood Attendees:

Marnie marniemm@hotmail.com

acelliot3082@hotmail.com

John: a silent zoom participant

=====

At 5:35 Kim Kerk (KK) started the meeting with intro – KKLCD, Scott Peterson, City planner, Stephen Swindell, PE, Vortex Engineering, and the role of each in the project. Kim explained the meeting purpose is to discuss the Rezone & Annexation Application for the future proposed Blue Mesa Estates subdivision. At the end of the presentation, questions and comments were discussed with the attendees.

Comment to neighbors: Meeting Minutes do go to the City of Grand Junction Planning for review of the comments provided during the meeting.

Kim stated that Prodigy Homes & Development intend to build a well thought out, appealing subdivision which includes remodeling the existing home.

Several good questions were asked about the proposed project:

Q: What is the Zoning now & what zoning will you be asking for?

SP: Currently the property is not in the City limits but is within the Persigo Boundary. Annexation is required to connect to sanitary sewer. Once Annexation into the City Limits is achieved, the Future Land Use designation for the property is Residential Medium (RM). Residential Medium Density (RM 4 - 8 du/acre) includes a mix of residential development types with gross densities of 4 to 8 dwelling units per acre which are anticipated in the neighborhood with this designation. Therefore the request to R-8 This subdivision is proposed to develop at about 5.5 units per acre.

Q: Where is the access to the subdivision?

KK: Bismarck St. will be continued from the north, Pear Ln. will be an entrance from the west, and Alamo St. from the south.

Q: What will be done about the increased traffic?

A: SP- A mandatory Traffic Impact Study is in progress to answer questions about the effect of the increase and what upgrades may be required. Possibly a turn lane could be warranted.

Q: Will there be an HOA?

KK: Yes, creating an HOA is mandatory as well as required approved landscaping & irrigation.

Q: Will they be single story?

355 Hancock St. Grand Junction, CO 81504
kimk355@outlook.com Ph: 970-640-6913



KK: Most likely there will be a combination of one and two-story single-family homes and some pods of multi-family as well. The subdivision design is not final yet. The homes will range in size from 1200 to 1800 sq. ft. The 1st building phase most likely will be on the west side and finished in 2 phases.

Q: Is this the property that will have a fire station?

KK: No, there is another lot to the east between this project and the fire station.

Q: Is there a park required for this project?

SP: A park is not required in this project. There are parks in the area and the City discourages too many small parks. Instead, a Parks Impact Fee will be collected in lieu of building a small park. The fee goes towards building larger more user-friendly parks, such as Lincoln Park & Canyon View Park. The City does have a Master Plan for Parks. The City owns a parcel on D 1/4 Rd. that is 7 +/- acres in the vicinity that is slated for a future park.

KK: Invited all attendees to make get her contact info and that everyone was welcome to reach out with any additional questions they might have about the project and the progress of same, in the coming days.

Meeting adjourned at 6:35 pm.

Post meeting: Kim Kerk fielded 2 additional phone calls that included the same questions as above, as well as those noted below.

A few additional comments from Mr. Ron Eichhorn, a neighbor to the immediate west expressed his concerns that:

- Construction would destroy his property. Kim noted this and stated they will be very conscientious about his property. Currently the existing home is under remodel to his immediate east. Contractors are aware of best construction management practices and he will have a beautifully remodeled home as his immediate neighbor.
- Mr. Eichhorn is selling his property and does not want his property to lose value. Kim responded that it would take about a year for the actual construction to even begin, after project approval process.
- Mr. Eichhorn said he was logged in to Zoom meeting but was not acknowledged by anyone. Kim apologized and filled him in on the meeting content.

Eva: Lives along 31 Rd. and asked these additional questions:

- Will streetlights be provided? 31 Rd. is so dark.
Subdivisions are required to include streetlights as part of project.
- Will the new houses have fences?
Fences will be required by the homeowner and that will be stated in the HOA documents, CC&R's, as well.



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE BLUE MESA ESTATES ANNEXATION
TO R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

LOCATED AT 3085 D ½ ROAD

Recitals

The property owner has requested annexation of one property that totals 13.03-acres 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 Blue Mesa Estates Annexation to the R-8 (Residential – 8 du/ac) zone district, finding that it conforms with the designation of Residential Medium (5.5 – 12 du/ac) as shown on the Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone district, is 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:

The following property be zoned R-8 (Residential – 8 du/ac) zone district.

A PARCEL OF LAND LOCATED IN IN THE NE1/4SE1/4 OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CE1/16 CORNER OF SAID SECTION 16, FROM WHICH THE E1/4 CORNER OF SAID SECTION 16 BEARS N89°55'12"E 1320.47 FEET RUNNING THENCE N89°55'12" ALONG SAID 1/16 LINE 220.20 FEET; THENCE S00°01'20"W 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF D 1/2 ROAD AND THE POINT OF BEGINNING;

RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°55'12"E 440.03 FEET TO THE EAST LINE OF THE W1/2NE1/4SE1/4 OF SECTION 16; THENCE ALONG SAID EAST LINE S00°01'48"W 1289.53 FEET TO THE SOUTH LINE OF THE NE1/4SE1/4; THENCE ALONG SAID SOUTH LINE S89°56'54"W 439.85 FEET;

THENCE N00°01'20"E 1289.31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF D
1/2 ROAD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 13.02 ACRES.

INTRODUCED on first reading this _____ day of _____, 2021 and ordered
published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2021 and ordered
published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: June 2, 2021

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning Approximately 0.73-Acres from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-8 (Residential – 8 du/ac) for the Reed Annexation, Located at 2733 B ¼ Road and Setting a Public Hearing for June 16, 2021

RECOMMENDATION:

The Planning Commission heard this item at its May 25, 2021 meeting and voted (5-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Jesse Reed is requesting a zone of annexation to R-8 (Residential – 8 du/ac) for the Reed Annexation. The approximately 0.73-acre parcel of land is located at 2733 B ¼ Road on Orchard Mesa. The property has a Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). The subject property currently contains one single-family detached home along with various accessory structures.

The Applicant is requesting annexation into the City limits per the Persigo Agreement in anticipation of enlarging the property's land area through a subdivision process with the property adjacent to the south that is already within the City limits. The zone district of R-8 is consistent with the Comprehensive Plan. The request for annexation will be considered separately by City Council.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicant, Jesse Reed, has requested annexation of 0.73-acres of land into the City limits, located at 2733 B ¼ Road on Orchard Mesa, in anticipation of future residential subdivision development. The Reed Annexation consists of one property of 0.73-acres. The Applicant is requesting a zone of annexation to R-8 (Residential – 8 du/ac).

The Applicant's property is currently in the County and retains a County zoning of RSF-4 (Residential Single Family – 4 du/ac). Surrounding properties are zoned either R-4 or R-8 in the City and County and range in size from 0.83 to 13.32-acres. Much of the area is expected to further subdivided in the future and supported for urban growth in the Comprehensive Plan. The subject property has a Comprehensive Plan Land Use designation of Residential Medium (5.5 – 12 du/ac). The requested zone district of R-8 is in conformance with the Land Use designation for the area.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on March 4, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Public comment was also offered through the GJSpeaks platform. The Applicant and City staff were in attendance. No public attendees besides the owner was present.

An official application for annexation and zoning was submitted to the City of Grand Junction for review on March 4, 2021.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on March 17, 2021. 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 May 14, 2021. The notice of this public hearing was published May 18, 2021 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property owner has petitioned for annexation into the City limits with a requested zone district of R-8 which is compatible and implements the 2020 Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). Since the Applicant's properties are currently in the County, the annexation of the properties is a subsequent event that will invalidate the original premise; a county zoning designation. In addition, the 2020 One Grand Junction Comprehensive Plan redefined the density range for the Residential Medium Land Use category from urban densities of 4 to 8 du/ac to a range of 5.5 to 12 du/ac. The existing County RSF-4 zone district no longer implements the Residential Medium Land Use category. The proposed R-8 zone district does implement the Residential Medium Land Use category. Therefore, Staff has found this criterion has been met.

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

The adoption of the Comprehensive Plan in 2020, designated these properties as Residential Medium (5.5 – 12 du/ac). The Applicant is requesting an allowable zone district that is consistent with the lower end of the density range allowed by the Residential Medium category. The adjacent property to the east is already annexed and zoned R-8. The character and/or condition of the surrounding area has not changed in recent years as the area continues to be largely developed with single-family detached homes on large acreages as the area waits for future urban development to occur.

Because there has been no apparent change of character and/or condition and the area has not significantly changed, 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 properties and are sufficient to serve land uses associated with the R-8 zone district. City Sanitary Sewer and Ute Water are presently available within the B ¼ Road right-of-way and both extend their lines to the property. The property can also be served by Grand Valley Power for electric and Xcel Energy for electric and natural gas as the property is slit by these service providers.

Within one half mile is a major grocery store (City Market) in a shopping center with other neighborhood retail and personal services along with a branch of the Mesa County Library. The Dos Rios Elementary School and Orchard Mesa Middle School are approximately one mile away to the west and north respectively. Staff has found the public and community facilities are adequate to serve the type and scope of the residential land use in the area and therefore 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 properties and surrounding area to the north, south, east and west are designated on the Comprehensive Plan Land Use Map as Residential Medium (5.5 – 12 du/ac). A neighborhood center is located approximately one-half mile away at 27 ³/₄ Road and US Hwy 50. The proposed zoning designation of R-8 meets the intent of achieving the long-term desired density for the property, to develop at the low end of the Residential Medium (5.5 – 8 du/ac) category. The large 13-acre property to the east was annexed and zoned R-8 in 2018. The R-8 zone district also comprises the largest amount of residential acreage within the City limits. Because a large portion of this area is currently zoned R-8, staff is unable to find that there is an inadequate supply of R-8 zoning in the City and therefore finds this criterion has not been met.

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

Annexation and zoning of the properties will create additional land within the City limits for city growth and it helps fill in the patchwork of unincorporated area that is surrounded by the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district will provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan 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 that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the 2020 One Grand Junction Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the R-12 zone district could be considered, the R-8 zone district is consistent with the recommendations of the Plan's Land Use Map and compatible with the surround neighborhood.

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 (5.5 – 12 du/ac) for the subject properties.

- a. R-12 (Residential – 8 to 12 du/ac)
- b. CSR (Community Services and Recreation)
- c. Mixed Use Residential (MXR-3)

- d. Mixed Use General (MXG-3)
- e. Mixed Use Shopfront (MXS-3)

Further, the zoning request is consistent with the following chapters, goals and principles of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.

Chapter 3

Intensification and Tiered Growth Plan. Subject property is located within Tier 1 – In Tier 1, the City should promote the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction and direct development toward vacant and underutilized parcels. Annexation and development of this parcel will provide development opportunities while minimizing the impact on infrastructure and City services.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.

- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

PLANNING COMMISSION RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Reed Annexation, ANX-2021-153, for a Zone of Annexation from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-8 (Residential – 8 du/ac), the following findings of fact have been made:

1. In accordance with Section 21.02.140 (a) of the Zoning and Development Code, the application meets one or more of the rezone criteria.
2. In accordance with Section 21.02.160 (f) of the Zoning and Development Code, the application is consistent with the adopted 2020 One Grand Junction Comprehensive Plan.

Therefore, Planning Commission recommends approval of the requested Zone of Annexation.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

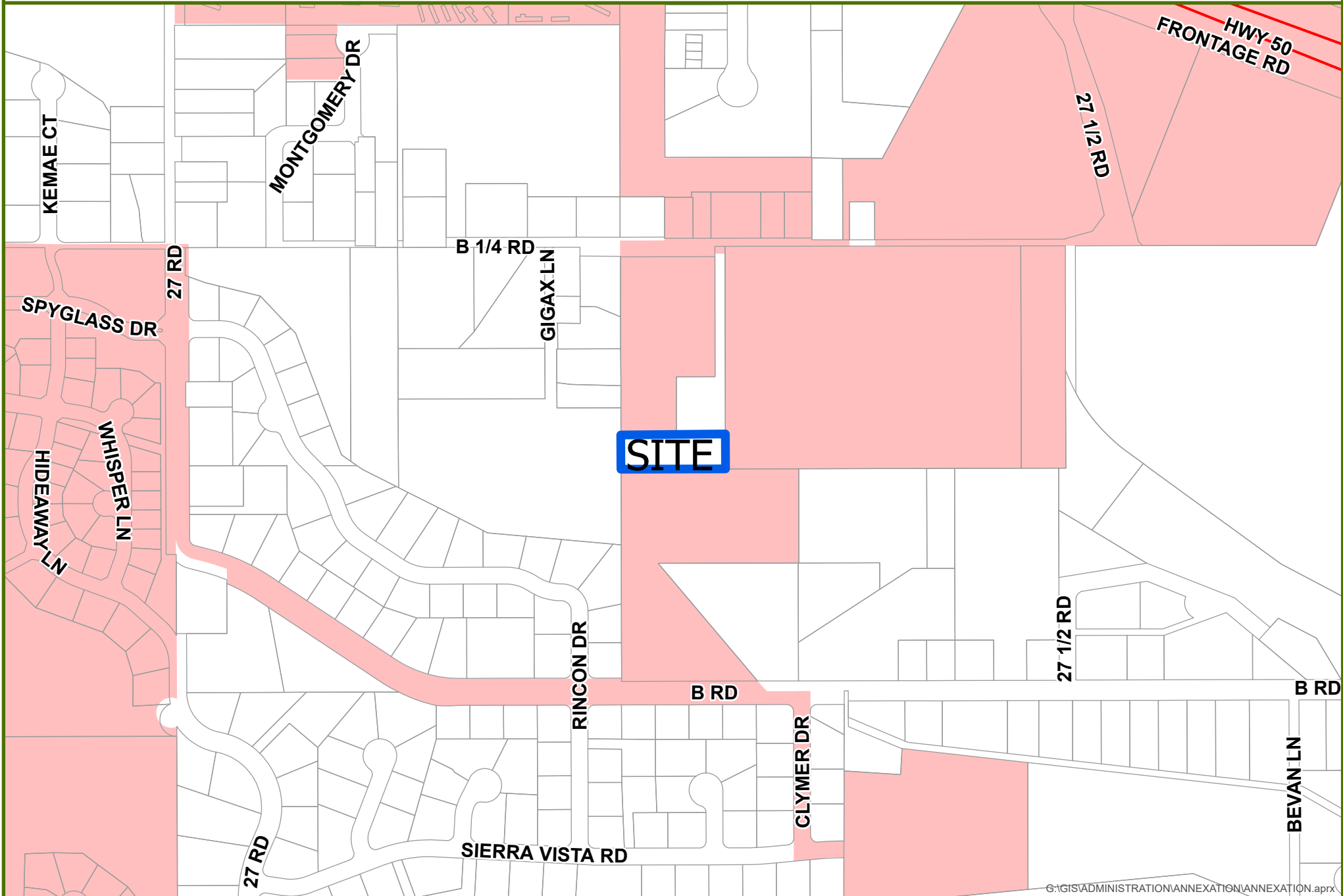
SUGGESTED MOTION:

I move to introduce an ordinance zoning the Reed Annexation to R-8 (Residential - 8 du/ac) zone district, from Mesa County zoning of Residential Single Family - 4 du/ac and set a public hearing for June 16, 2021.

Attachments

1. Site Maps
2. Neighborhood Meeting Minutes - Reed Annexation
3. Zone of Annexation Ordinance - Reed Annex

REED ANNEXATION



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Annexation



City Limits

REED ANNEXATION



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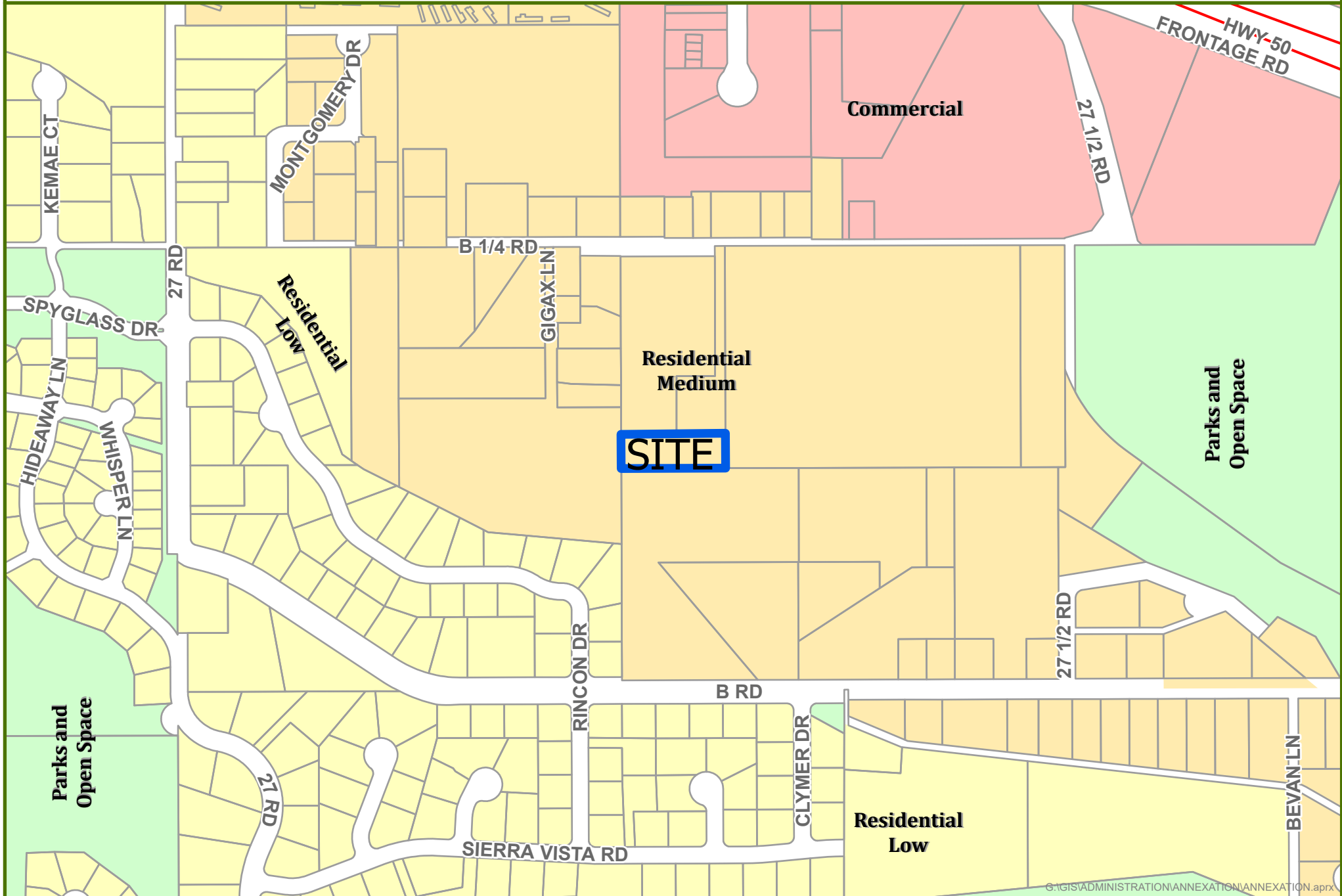


Annexation



City Limits

REED ANNEXATION - LAND USE



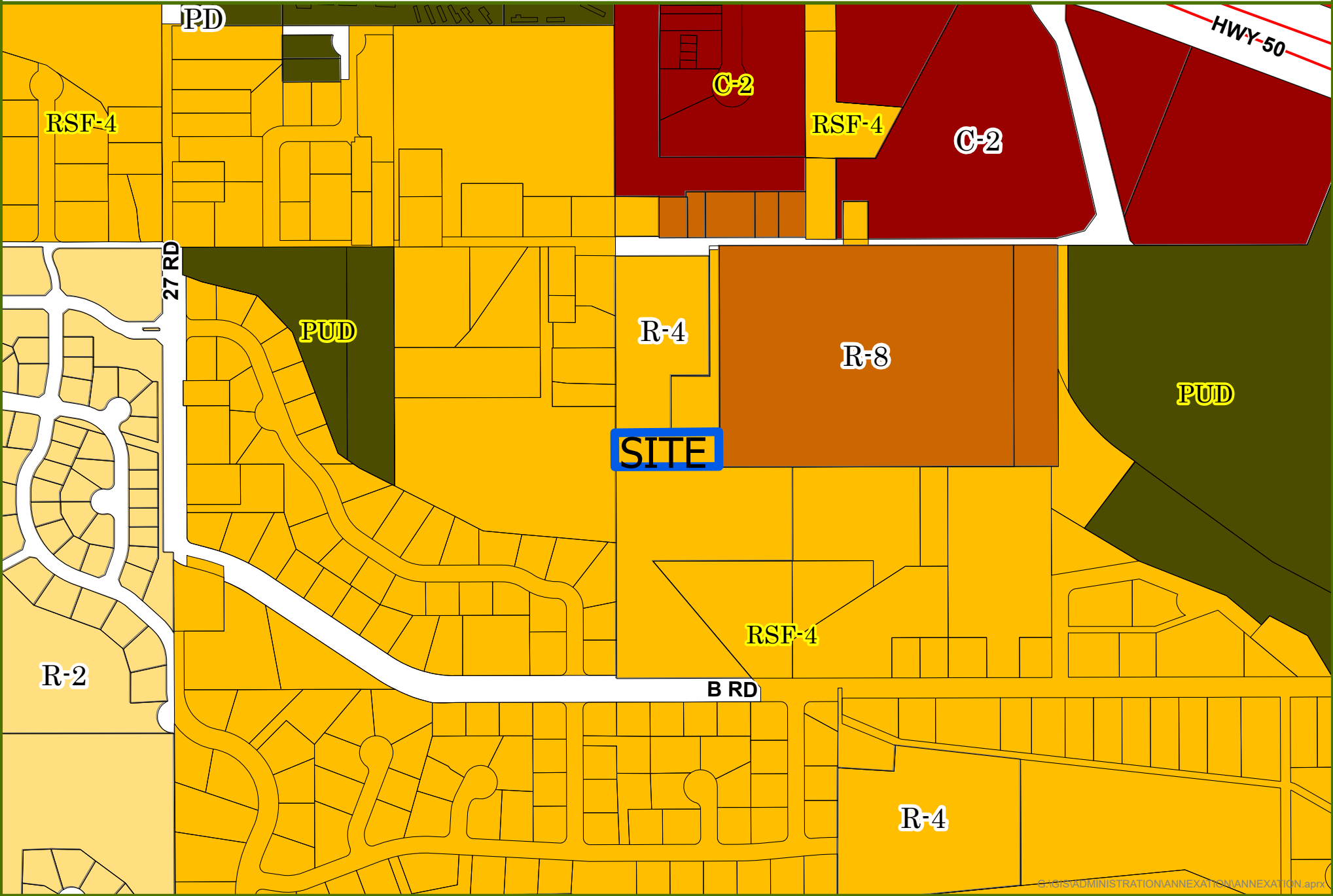
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 Annexation Boundary

REED ANNEXATION - ZONING



0 0.05 0.1 Miles

 Annexation

City Zoning
Packet Page 43

County Zoning

Date Created: 4/9/2021



MEETING NOTES

Neighborhood Meeting for Parcel 2945-253-00-105, 2733 B ¼ Rd, Grand Junction, CO 81503

Time: March 4, 2021 @ 5:30pm

Join Zoom Meeting: Neighborhood Meeting for Parcel 2945-253-00-105

Invite Link: www.zoom.us/join

Meeting ID: 872 6015 3422

Passcode: 7c5ABw

Audio Call Number: (646) 568-7788

Notes for this meeting:

- Meeting Started on the date/time stated above, March 4, 2021 at 5:30pm.
- There were no public attendees besides Jesse Reed (Owner) and Scott Peterson (Grand Junction Senior Planner).
- Casual talk about the proposed property and surrounding area for roughly 20 minutes, waiting to see if anyone else would join the meeting.
- No one else attended, the meeting ended.

Sincerely,

Jesse Reed

j.r.reed2010@gmail.com

970-462-9857

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE REED ANNEXATION
TO R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

LOCATED AT 2733 B ¼ ROAD

Recitals

The property owner has requested annexation of one property that totals 0.73-acres into the City limits.

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 Reed Annexation to the R-8 (Residential – 8 du/ac) zone district, finding that it conforms with the designation of Residential Medium (5.5 – 12 du/ac) as shown on the Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone district, is 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:**

REED ANNEXATION

The following property be zoned R-8 (Residential – 8 du/ac) zone district.

A parcel of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being a parcel of land described at Reception Number 2954603 and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Southwest Quarter, and assuming the West Line of said Southeast Quarter of the Southwest Quarter bears N0°06'39"W with all other bearings contained herein being relative thereto; thence N0°06'39"W along said West line a distance of 659.29 feet to the Southwest corner said parcel described at Reception Number 2954603 being the Point of Beginning; thence along the boundary said Reception Number 2954603 for the following four (4) courses: N0°06'39"W a distance of 102.00 feet to the Southwest corner of Anson Annexation Number 4; N89°56'36"E a distance of 310.00 feet to the

West line of Adams Annexation; S0°06'39"E a distance of 102.00 feet to the North line of Harris Annexation Number 2; S89°56'36"W a distance of 310.00 feet to the Point of Beginning,

Containing 31620 square feet or 0.73 acres more or less as described.

INTRODUCED on first reading this _____ day of _____, 2021 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2021 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 2, 2021

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Grand Valley Irrigation District Construction, Operation, Maintenance and Easement Agreements for Lakeside Sewerline Replacement

RECOMMENDATION:

City staff recommends City Council authorize the Mayor to sign the agreement.

EXECUTIVE SUMMARY:

Grand Valley Irrigation Company requires City Council authorization for easement agreements. The proposed agreement is for a construction, operation, maintenance and easement for a sewer line that serves the Lakeside neighborhood as it works within property owned by the Grand Valley Irrigation Company.

BACKGROUND OR DETAILED INFORMATION:

The Persigo Wastewater system invests in modernization of the sewage collection system every year by replacing existing infrastructure that has exceeded its useful life. The sewer line proposed for replacement serves the Lakeside neighborhood east of Horizon Drive and west of 12th Street. The line has a number of structural deficiencies as well as a number of low spots, or sags, that require increased cleaning frequencies to avoid backups. Replacement of the sewer line will provide a structurally sound conduit on a consistent line and grade that will no longer require frequent cleaning.

The adjacent development was constructed in the 1970's after the original sewer line was constructed. When the property was developed, a significant retaining wall was placed over the existing sewer line that would be very expensive to reconstruct. This

proposed easement allows the City to construct, operate, maintain and repair a new sewer line along a new alignment within property owned by the Grand Valley Irrigation Company and avoid destroying existing mature landscaping and removal and replacement of a retaining wall.

The sewer replacement work will be completed after irrigation season this next winter.

FISCAL IMPACT:

There is no specific expense associated with the proposed agreement. Use of the Grand Valley Irrigation Company property for the sewer line is a significantly less expensive alternative to replacement of the sewer within an existing easement on private property.

SUGGESTED MOTION:

I move to (authorize/not authorize) the Mayor to sign the proposed Construction, Operation, Maintenance and Easement Agreement for the Lakeside Sewer Replacement with the Grand Valley Irrigation Company.

Attachments

1. GVIC-GJ Lakeside Easement Vicinity Map
2. GVIC-GJ Construction-Operation-Maintenance-Repair Agreement-Lakeside
3. GVIC-GJ Easement Agreement



Project Location



GVIC-City GJ Easement





Proposed Easement

GVIC-City GJ Easement



Existing sewer to be replaced

CONSTRUCTION, OPERATION, MAINTENANCE AND EASEMENT AGREEMENT

THIS CONSTRUCTION, OPERATION, MAINTENANCE AND EASEMENT AGREEMENT (Agreement) is made this _____ day of June, 2021, and is between the **GRAND VALLEY IRRIGATION COMPANY**, a Colorado nonprofit corporation (GVIC), whose address is 688 26 Road, Grand Junction, Colorado 81506, and the **CITY OF GRAND JUNCTION** (CITY), whose address is 250 North 5th Street, Grand Junction, CO 81501. Collectively GVIC and the CITY shall be referred to as the “Parties” and separately referred to as a “Party.”

RECITALS:

- A. GVIC is the owner and operator of a system of irrigation canals and related facilities located in Mesa County, Colorado for the delivery of irrigation water to its shareholders (Canal Facilities). The Canal Facilities include the canal beds, banks, embankments, erosion control, access roads, head gates, flumes, pipes, bridges and all other equipment, structures, improvements, and facilities appurtenant thereto or used in connection therewith. The Grand Valley Canal is part of the Canal Facilities. Whenever the term “Canal Facilities” is used herein it shall include the Grand Valley Canal.
- B. The CITY proposes to design, construct, and perpetually operate and maintain the relocation of an existing sanitary sewer line to within that part of the Grand Valley Canal easement as depicted in the plans and specifications (as defined below), hereafter the “Project.” The CITY seeks GVIC’s approval of the Plans and Specifications for the Project and a temporary surface and permanent subsurface easement to construct, install, and perpetually operate, maintain and repair the improvements comprising the Project (hereafter the “Improvements”) within that portion of the Grand Valley Canal easement depicted in the Plans and Specifications, hereafter the “Project Area.”

NOW THEREFORE, in consideration of the recitals and the mutual covenants and promises below, GVIC and the CITY agree as follows:

- 1. Plans and Specifications. The CITY has prepared plans and specifications comprising the Project identified as the 2020 Sewer Line Replacements, Project No. 902-F001639 dated August 26, 2020 (“Plans and Specifications”), which are incorporated herein by this reference. The CITY represents, warrants, and agrees as follows:
 - a. The Plans and Specifications have been created, developed, and reviewed by a professional engineer(s) employed by and performing professional services for the CITY, are free from material errors, defects, or omissions, are suitable for the construction and installation of the Project and the Improvements and that once installed, the Improvements will not interfere with or hinder the operation, maintenance, and repair, of the Canal Facilities.
 - b. The CITY, for the Project, acknowledges and agrees that any review and/or approval of the Plans and Specifications by GVIC, including, but not limited to, the review of the same by any consultant engaged by GVIC for such purpose, is solely and only for the use and benefit of GVIC and is not intended and may not be construed as GVIC’s or its consultant’s warranty, certification, or representation that the Plans and Specifications

are accurate, free from material errors or defects or are suitable for construction of the Improvements in the Project Area.

- c. The CITY assumes all risks related to the accuracy and suitability of the Plans and Specifications for the Project and the Improvements contemplated thereby.

2. Permission to Construct, Operate, Maintain, and Repair the Improvements.

- a. GVIC grants to the CITY a temporary surface and permanent subsurface easement to enter upon the Project Area for the sole and only purpose of constructing the Improvements and thereafter perpetually operating, maintaining, and repairing the Improvements so that the Improvements maintain their function and purpose according to the Plans and Specifications.
- b. The easements are granted without GVIC's representation or warranty of any type, whether express or implied, as to GVIC's legal interest in the Project Area or the suitability of or any physical condition of the surface or subsurface of the Project Area. The CITY assumes all risks regarding the physical condition of the Project Area for the purposes authorized by and with this Agreement.
- c. The CITY shall not grant, convey, transfer, assign, or dedicate any right, title or interest in or to the Project Area or the easements granted hereby at any time to any third-party without GVIC's express written consent with the exception that any CITY employee, contractor, subcontractor, materialman, or supplier performing or conducting the construction of the Improvements or the perpetual operation, maintenance, or repair of the Improvements in accordance with this Agreement are authorized to enter upon the easements for such purposes.
- d. At all times, the permission given hereby shall be subject to GVIC's operation, maintenance, and repair of the Canal Facilities.

3. Utility Easements. The CITY shall not construct or install and shall not grant any permit, permission, license, or concession to any utility provider or any third-party to construct or install any utility or other structure or improvement in, under, or upon the Project Area, except for the Improvements for the Project as identified in the Plans and Specifications.

4. Construction of the Project.

- a. The Work. The CITY shall perform, contract, engage, obtain, or otherwise provide for, all labor, materials, equipment, supplies, and permits, including permission of any landowners affected by the Improvements, that are reasonable or necessary for the commencement and completion of the Project and all Improvements related thereto, hereafter collectively referred to as the "Work."
- b. Construction Schedule. Prior to the commencement of any Work, the CITY shall provide GVIC with a construction schedule, including the anticipated times, dates or points of construction requiring inspection by any governmental entity having jurisdiction over the Work, including the CITY.
- c. Commencement, Completion and Construction. Work shall commence no sooner than December 15, 2021 and all Work affecting the Project Area and the Canal Facilities shall be conducted during the winter months so as to avoid interference with the operation of the Canal Facilities and completed on or before noon, March 15 of 2022. The timing, sequence and staging of the Work shall be coordinated with GVIC and the

CITY shall ensure that all Work does not interfere with GVIC's use, operation and maintenance of the Canal Facilities and that the Improvements will be completed by the construction dates set forth above.

d. Conditions of Construction.

- i. The Work shall (A) be constructed strictly in conformance with the Plans and Specifications unless deviations are approved by GVIC in writing, (B) be pursued with diligence and in a good and workmanlike manner, and (C) comply with all laws, ordinances, rules, regulations, and orders of any applicable governmental authority bearing on the performance of the Work, including any applicable building or construction codes. Any Work not conforming thereto shall be corrected by the CITY immediately at its sole expense.
- ii. The CITY shall pay all costs, expenses, fees, or other disbursements which are reasonable or necessary for the performance of the Work in a timely manner.
- iii. The CITY shall be solely responsible for all construction means, methods, techniques and sequences and procedures, subject to the CITY's obligation to coordinate with GVIC, and to complete all Work in accordance with this Agreement and the Plans and Specifications. The CITY shall further be solely responsible for obtaining or contracting for all labor, materials, equipment, tools, machinery, utilities, transportation, and other services or items necessary for the proper execution and completion of the Work and shall be solely obligated to pay any costs or expenses for the Work.
- iv. The CITY shall ensure that all employees or subcontractors performing the Work shall always observe and conduct themselves in a disciplined and professional manner. The CITY shall not employ or engage any person, contractor, or subcontractor, or suffer or permit the employment of any employee of any contractor or subcontractor that is unfit or not skilled in the task assigned to him or her. The CITY shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the Work to prevent bodily injury, death, or property damage to any person or property and damage to the Canal Facilities, the Project Area or any property adjoining the Canal Facilities.
- v. The CITY shall not cause or suffer any mechanic's lien or other encumbrance to be placed upon the Project Area, or any part of the Canal Facilities in connection with the performance of the Work or the operation, maintenance, or repair of the Improvements. In the event any mechanic's lien or other encumbrance is asserted or filed on the Project Area or any part of the Canal Facilities, the CITY shall immediately cause the removal thereof by payment of the lien or substituting a bond under the Colorado Mechanic's Lien Act.
- vi. At all times during performance of the Work, the CITY shall keep the Project Area and any land immediately adjoining the Project Area affected by construction, operation, or maintenance of the Improvements free from the accumulation of waste materials or rubbish. Upon completion of the Work, the CITY shall remove all waste material and rubbish from the Project Area , as well as all tools, construction equipment, machinery and surplus machinery and, to the extent that the CITY disturbs any of the Canal Facilities or other property adjacent to the Improvements, to restore all the land and facilities

affected by the Improvements including land adjacent to the Canal Facilities to the condition existing prior to the commencement of construction, except as is specifically provided in the Plans and Specifications.

- e. Subcontractors. The CITY shall cause each contractor and each subcontractor to maintain insurance complying with the laws of the State of Colorado for workers' compensation, unemployment compensation, and occupational diseases. Prior to the commencement of the Work, the CITY shall provide to GVIC certificates of insurance showing such coverage in effect and also providing that such insurance will not be canceled or modified except upon thirty (30) days' written notice to GVIC.
 - f. Notice of Inspection, Covering of the Work. The CITY shall give GVIC timely notice of readiness for inspection of any aspects of the Work or any features thereof that require inspection by any governmental entity having authority over the same, or on which GVIC or its consultant(s) request inspection. For any aspect of the Work requiring inspection, the CITY shall furnish GVIC with all required certificates of inspection, testing, or approval. The conduct of any inspections, tests, or approvals by GVIC or its consultants shall not relieve the CITY from any warranty or obligation under this Agreement. The CITY shall not cover up or backfill any aspect of the Work requiring inspection, testing, or approval prior to such inspection. If any aspect of the Work is covered up or backfilled contrary to the provisions hereof, or before it has been inspected, tested, or approved, or in the event the CITY fails to deliver any required documentation of inspection, testing, or approval, then GVIC or its consultant(s) may order the uncovering of such Work to conduct such observation, inspection, testing, or approval at the CITY's expense.
 - g. Reimbursement of GVIC's Costs and Consulting Fees. The CITY agrees to reimburse GVIC's reasonable out-of-pocket expenses and internal administrative costs it incurs to review Plans and Specifications, to develop this Agreement, to oversee the Work and for the subsequent operation, maintenance, and repair of the Improvements. Such costs may include, but are not limited to, fees charged to GVIC by its consulting engineer and regularly employed legal counsel according to their prevailing rates, and, in addition, the time of GVIC's management and administrative employees and staff to be reimbursed at the rate of \$55.00 per hour. The CITY shall reimburse GVIC for such costs within thirty (30) days following GVIC's submittal of an invoice for the same, attaching supporting invoices and documentation if requested, up to but not exceeding in the aggregate \$7,500.00.
5. Operation, Maintenance, and Repair of Improvements. The CITY shall, at its sole cost and expense, perpetually operate, maintain, and repair the Improvements to function according to their intended purpose according to the Plans and Specifications including all features, facilities and structural components thereof and in such a manner that they do not interfere with GVIC's use, operation, control, repair, or maintenance of the Canal Facilities or the delivery of irrigation water to GVIC's shareholders, including any seasoning, testing, and correctional work related thereto. All repairs, maintenance, seasoning, and correctional work performed by the CITY shall be coordinated with GVIC and shall be undertaken and completed as follows:
- a. Seasonal Activities. During the irrigation season (April 1 to October 31), the Parties agree that it shall be an unreasonable interference for the CITY's operation, maintenance, and repair of the Improvements to be conducted below canal surface water level, or to affect the water flowing in that part of the Project Area affecting the flow of water to GVIC's shareholders, or to involve the excavation or penetration of the Improvements or the Canal Facilities related thereto, in, under, or upon the Project Area, or to block or obstruct or close the passage of GVIC's equipment, personnel or

vehicles over and across the Canal Facilities and maintenance roads. During the non-irrigation season (November 1 through March 31), GVIC and the CITY shall coordinate their respective operations, maintenance, or repairs to the Improvements and the Canal Facilities related thereto so as to avoid any conflict in the respective activities of the CITY and GVIC in regard to the operation, repair, or maintenance of the Improvements or the Canal Facilities related thereto. All repair or maintenance work performed in the non-irrigation season shall be completed on or before March 15 of such year.

- b. Emergencies. An emergency situation shall mean any event, including a break, leak, or failure for any reason in the Improvements or the Canal Facilities related thereto that creates a danger to persons, property, and/or the environment as reasonably determined by the CITY, any governmental entity or agency having or asserting jurisdiction thereof, or GVIC. In the event of an emergency situation, the CITY and/or GVIC and/or other governmental entity or agency having jurisdiction or authorization to do so, shall immediately undertake such action as is reasonable or necessary to commence repair of the Improvements or Canal Facilities related thereto as the case may be, and to diligently pursue repair efforts so as to eliminate, minimize and reduce the actual or threat of loss or damage to persons, property, and/or the environment.
6. Insurance. The CITY shall name GVIC as an additional insured against any and all loss, liability, claim, or damage, including, but not limited to, claims for bodily injury, property damage or death, arising from or caused by errors or omissions in the Plans and Specifications or the construction, installation, seasoning, testing, and maintenance or repair of the Improvements. Insurance with coverages customary to and determined by the CITY shall include claims based on the acts or omissions of the CITY and its agents and employees, and all persons or entities engaged by the CITY for any aspect of the Project or the Work, including the creation of the Plans and Specifications and any contractor, subcontractor, or other person or entity engaged for the purpose of performing the Work or repairing, maintaining, or operating the Improvements. The CITY'S immunity under the Governmental Immunity Act and any insurance policy coverage limits shall not limit the CITY'S contractual obligations to GVIC under this Agreement to pay compensatory damages to GVIC in the event of a default by the CITY under this Agreement; provided, however, nothing contained herein shall limit the CITY in asserting the defense of governmental immunity with respect to claims by third parties against the CITY or GVIC.
7. Default and Remedies. Time is of the essence for the performance of the CITY's obligations pursuant to this Agreement. A default shall be deemed to have occurred on the part of the CITY in the event the CITY, including its agents, employees, contractors, and consultants, shall fail or refuse to perform any task, duty, or other obligation provided in this Agreement following seven (7) days' advance written notice of such failure or refusal. In the event of a default on the part of the CITY, including its agents, employees, or contractors, GVIC may, in its sole and absolute discretion, and without limitation on any other remedies available to GVIC at law or in equity, undertake any one or all of the following remedies:
 - a. Seek a declaratory judgment to determine any question of fact or law applicable to this Agreement including the interpretation of this Agreement, or the performance or nonperformance of any duty or obligation arising out of or under this Agreement.
 - b. Seek legal and/or equitable remedies, including temporary restraining orders, preliminary or permanent injunctions, specific performance, and/or compensatory damages.

- c. Exercise self-help to cure a default under this Agreement including, but not limited to, seasoning, testing, and any corrective work to the Improvements; repairing, maintaining or restoring any aspect of the Canal Facilities damaged or impaired by the default or the Improvements; or, the undertaking of repairs and/or maintenance to the Improvements which may entail the use of GVIC's personnel or equipment or the engagement of independent parties or contractor's to accomplish such purpose or objective.
- d. To commence legal action against the CITY for all sums paid, incurred, or advanced by GVIC in the exercise of any remedy provided herein, including compensatory damages. The claim for recovery of sums due shall include, but not limited to, the cost of any materials, labor equipment or fees to correct or cure and default, any damages paid or incurred to third parties caused by a default and any consulting fees, costs and any other fees paid or incurred by GVIC in exercising its remedies hereunder, including GVIC's use of its own equipment and personnel, GVIC's internal administrative expenses and the fees and payments to any independent contractor or party engaged for the purposes and objectives described above.

8. Miscellaneous.

- a. Benefit. The terms of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors, legal representatives, and assigns.
- b. Modification. This Agreement may not be modified except in writing signed by both Parties hereto. Verbal modifications shall have no force or effect.
- c. Notice. Whenever required hereunder notice shall be deemed sufficiently given if in writing, upon mailing, United States mail, postage prepaid, certified, and return receipt requested, to the Parties addresses set forth below:

GVIC: 688 26 Road, Grand Junction, Colorado 81506
 Attention: Superintendent

CITY: 250 North 5th Street, Grand Junction, CO 81501
 Attention City Attorney
- d. Integration. This Agreement is intended to be the full, complete, and integrated expression of the Parties' agreements regarding the subject matter hereof, all prior agreements, negotiations and discussions being merged herein.

DATED the year and date first above written.

GRAND VALLEY IRRIGATION COMPANY

By: _____
 Robert Raymond, President

CITY OF GRAND JUNCTION

By: _____
 C.B. McDaniel, Mayor

EASEMENT

THIS EASEMENT AGREEMENT (Easement) is dated the ____ day of _____ 2021 and is between the **GRAND VALLEY IRRIGATION COMPANY**, a non-profit corporation, whose mailing address is 686 26 Road, Grand Junction, CO 81506 (Grantor) and the **CITY OF GRAND JUNCTION**, a Home Rule municipality, whose address is 250 N. 5th Street, Grand Junction, CO 81526 (Grantee). Grantor and Grantee may separately be referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

- A. Grantor owns and operates the Grand Valley Canal in Mesa County, Colorado.
- B. Grantee is a home rule municipality.
- C. Grantee desires to obtain a non-exclusive easement described on Exhibit A and depicted by the drawing Exhibit B attached hereto and incorporated by this reference (Easement Area) within the right of way for the Grand Valley Canal for a sewer line subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

1. *Grant of Easement.* Grantor does hereby grant and quit claim to Grantee, subject to the terms and conditions of this Agreement, a non-exclusive easement (Easement) over and under the Easement Area.
2. *Scope of Easement.* The Easement may only be used to install, operate, repair, and maintain a sanitary sewer line pursuant to the City's 2020 Sewer Line Replacements, Project No. 902-F001639 dated August 26, 2020. The uses permitted under this Agreement may not be enlarged or expanded except upon a written amendment to this Agreement signed by both Parties. The Grantee shall not grant, convey, transfer, assign, or dedicate any right, title or interest in or to the Easement or Easement Area at any time to any third-party or utility without GVIC's express written consent.
3. *Uses; Subordination.* The Easement may be used by the Grantee and its' successors in interest to the Property for the purposes authorized by this Agreement. Grantor may use the Easement Area concurrently for any purpose related to the ownership, operation, maintenance, and repair of the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. The Easement granted to Grantees hereunder shall at all times be subordinate to the right of Grantor to operate, maintain, and repair the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area, inclusive of the temporary interruption in the use of the Easement to allow for such activities.
4. *No Warranty; Assumption of the Risk.* Grantee acknowledges and agrees that the Easement granted hereby is without any warranty of any type whatsoever, whether express or implied, specifically including, but not limited to, warranties of title and the physical condition of the Easement Area and its suitability for the purposes authorized by this Agreement. Grantee further

acknowledges and agrees that it assumes all risk of loss or liability for bodily injury, death, or property damage arising from, caused by, or related to its use of the Easement including any known or unknown dangerous or hazardous conditions or physical conditions.

5. *Restrictions on Improvements.* Except for the installation of a sanitary sewer line, Grantee may not alter the Easement Area or the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area; provided, however, nothing contained herein shall prevent the Grantor from making improvements or alterations to the Easement Area including the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area.
6. *Restrictions on Use.* Grantee shall not use the Easement in any manner to cause or result in any damage to or destruction of the Easement Area inclusive of the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. Grantee shall not use the Easement in any manner that causes or results in any hindrance, interference, or obstruction of Grantor's operation, maintenance, or repair of the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area.
7. *Damage and Remedies.* Grantee shall promptly repair at its sole cost and expense any damage it causes to the Easement Area or the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. Notwithstanding the foregoing, Grantor may repair without notice to Grantee any damage Grantee causes to the Easement Area or the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. In the event Grantor repairs damage caused by Grantee, then Grantee shall reimburse Grantor for all of Grantor's costs and expenses paid or incurred for such repair, inclusive of internal administrative overhead and use of Grantor's equipment and machinery at the rates Grantor charges to third parties, within ten (10) days following notice of demand for such payment.
8. *Enforcement.* Grantee acknowledges and agrees that its' violation of any term or condition of this Agreement may cause irreparable injury to the Grantor for which it has no adequate remedy at law. In the event of Grantee's breach of any term of condition hereof, Grantor may seek equitable relief in the form of an injunction or specific performance in addition to the recovery of any damages suffered by Grantor. In the event Grantor commences legal proceedings to enforce this Agreement, then the court shall award to Grantor its costs and expenses incurred for the same including its reasonable attorney's fees and expenses.
9. *Indemnity.* Grantee shall indemnify and hold Grantor harmless from any loss, liability, property damage, bodily injury or death arising from or caused by Grantees' use of the Easement and the Easement Area, such indemnity to include Grantor's costs and attorney's fees to investigate, negotiate, settle, compromise, or litigate any such claim.
10. *Duration.* The Easement shall remain in effect until such time as Grantee abandons use of the Easement.
11. *Notice.* Notices shall be given in writing effective upon depositing the notice in the United States First Class Mail, postage prepaid, to the addresses of the Parties set forth in the first paragraph of this Easement.

12. *Benefit.* This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representative, successors and assigns.

DATED the year and date first written above.

GRAND VALLEY IRRIGATION COMPANY

By _____
Robert Raymond, President

CITY OF GRAND JUNCTION

By _____
C.B. McDaniel, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Robert Raymond as President of Grand Valley Irrigation Company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by C.B. McDaniel, as Mayor of the City of Grand Junction
Witness my hand and official seal

My commission expires: _____.

Notary Public

EXHIBIT A

A Parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 2, Township 1 South, Range 1 West of the Ute Meridian, State of Colorado, County of Mesa, lying entirely within the Grand Valley Irrigation Company (G.V.I.C.) Right of Way (ROW), said ROW described in Book 71, Page 430, Public Records of Mesa County, Colorado and said parcel being more particularly described as follows:

Commencing at the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 and assuming the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 bears S00°03'34"W with all other bearings contained herein being relative thereto; thence from said Point of Commencement S00°03'34"W along said West line a distance of 334.11 feet to the southernmost point of a ROW parcel described in a deed recorded under Reception Number 880900 also being a point on the east line of a ROW parcel described in a deed recorded under Reception Number 882967 said point also being the Point of Beginning; thence N26°23'04"E along the easterly line said Reception Number 880900 a distance of 6.00 feet to an angle point on the westerly line of a thirty (30) foot Utility Easement dedicated on the plat of Lakeside Subdivision Filing Number Two, a subdivision filed for record under Reception Number 1039892; thence along said westerly line of the thirty foot Utility Easement for the following two (2) courses; 1) S60°31'41"E a distance of 197.92 feet; 2) S15°13'54"W a distance of 297.99 feet; thence N74°46'06"W a distance of 27.42 feet to the Northeasterly bank of the G.V.I.C. canal; thence along said Northeasterly bank for the following three (3) courses; N14°43'59"E a distance of 212.00 feet; 100.50 feet along the arc of a curve to the left said curve having a radius of 82.80 feet, a central angle of 69°32'38" and a chord which bears N20°02'20"W a distance of 94.44 feet; thence N54°29'58"W a distance of 112.76 feet to a point on said West Line NE $\frac{1}{4}$ SE $\frac{1}{4}$ also being a point on said east line Reception Number 882967; thence N00°03'34"E a distance of 13.08 feet to the point of beginning.

Containing 0.313 Acres or 13636 Square Feet, more or less as described.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



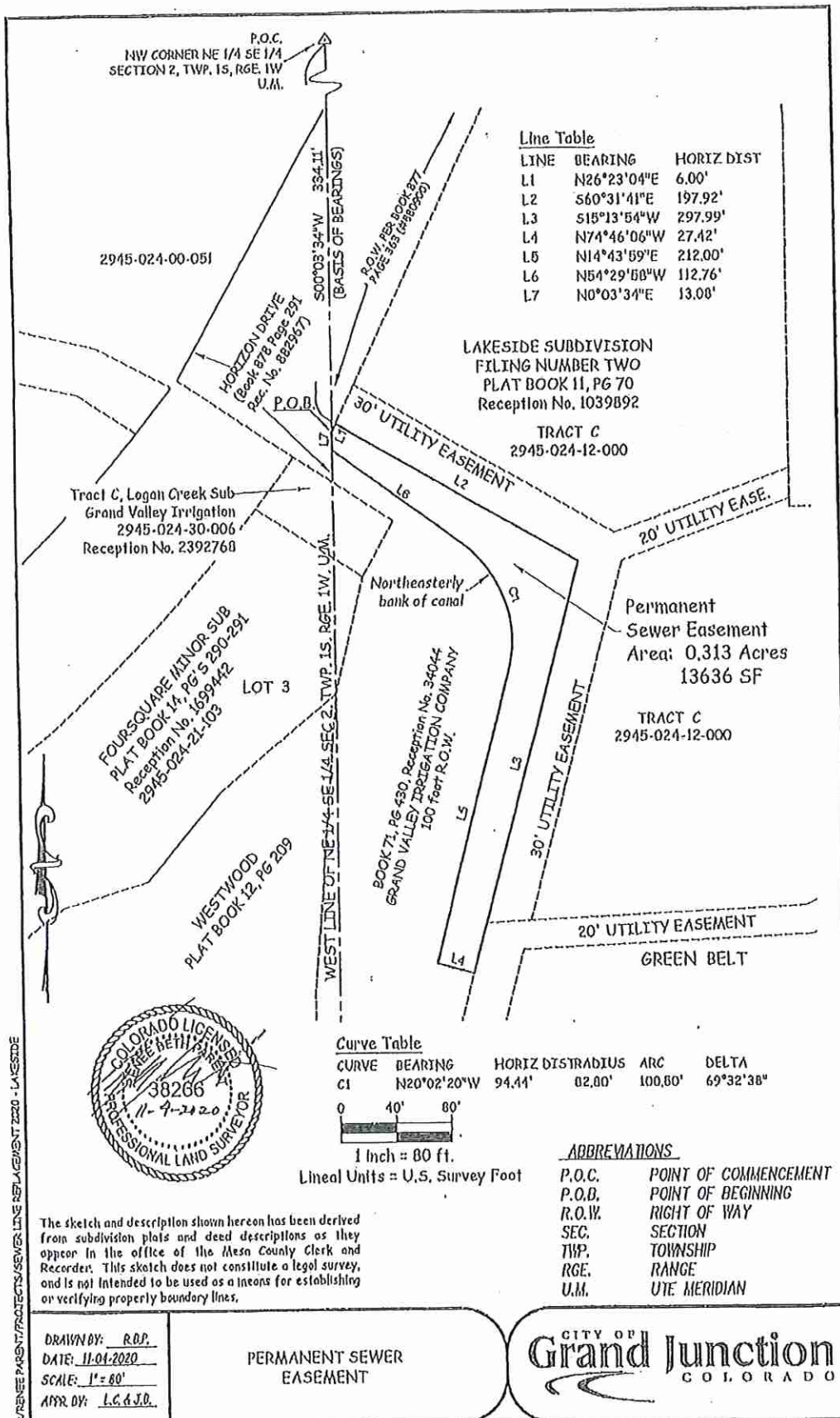
DRAWN BY: R.D.P.
DATE: 11-04-2020
SCALE: N/A
APP. BY: L.C. & J.D.

PERMANENT SEWER
EASEMENT

CITY OF
Grand Junction
COLORADO

K:\RENEE PARENT\PROJECTS\SEWER LINE REPLACEMENT 2020 - LAKESIDE

EXHIBIT B





Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: June 2, 2021

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou, Parks and Recreation Director

Information

SUBJECT:

Contract Approval for the Construction Manager - General Contractor for the Lincoln Park Stadium Renovation Project

RECOMMENDATION:

Staff recommends the City Purchasing Division to enter into a Professional Services Contract with Shaw Construction for Construction Manager/General Contractor services for renovations of the Lincoln Park Stadium Complex.

EXECUTIVE SUMMARY:

With the signed extension that keeps the JUCO World Series at Suplizio Field until 2045, along with the recent refinancing of the stadium that provided project proceeds, this City Council action will approve entering into a contact with Shaw Construction for Construction Manager/General Contractor (CMGC) services. Shaw Construction will provide pre-construction services, inform design decisions and make the best use of the available budget in ultimately defining a guaranteed maximum price (GMP) for the project. Staff will come back to City Council for approval of the GMP contract once that amount is established.

Shaw Construction has been selected through a qualifications-based recruitment, Request for Proposals (RFP) process.

If approved by City Council, Shaw Construction will work with the Stadium Improvement Committee and the architect and engineer team headed by Perkins and Will. The Stadium Improvement Committee consists of: the City, Grand Junction Baseball, Colorado Mesa University, and Mesa County School District #51. With Shaw

Construction joining the team, the project will move towards progressing design and breaking ground this fall.

BACKGROUND OR DETAILED INFORMATION:

The Lincoln Park Stadium is one of our community defining assets that contributes greatly to our quality of life and community vitality. After the original opening of the Stadium in 1949, it has been renovated several times, the most recent of which was 2011. In 2019, the Parks Improvement Advisory Board (PIAB), comprised of the City of Grand Junction, Mesa County, School District 51, Colorado Mesa University and Grand Junction Baseball Committee (JUCO), conducted a Master Plan process that identified improvements, repairs and renovation priorities at the Stadium. On May 20, 2020, the City of Grand Junction, the Grand Junction Baseball Committee (JUCO) and the National Junior College Athletic Association (NJCAA) signed an extension for the JUCO World Series to continue in Grand Junction at the Lincoln Park Stadium until at least 2045. Given this confirmation of the continuation of the tournament, along with the extremely favorable interest rates available, on November 18, 2020 City Council approved the refinance of the Stadium to create a project fund to complete a major renovation.

The proceeds from the Stadium refinancing has enabled a \$7,957,000 project fund with the possibility of approximately \$700,000 in grant proceeds from the Department of Local Affairs and additional funders such as the Mesa County Federal and Mineral Lease and Great Outdoors Colorado. This largely funds the first phase of the Stadium Master Plan adopted by the Parks Improvement Advisory Board in January 2019.

The focal points of the construction currently include reconstructing the North Bleachers at Sam Suplizio Field to include 900 additional chairbacks behind home plate and a complete reconstruction of the bleacher seating along the 3rd Base Line (approximately 2,750 bleacher seats), reconstructing the West Bleachers at Ralph Stocker Stadium (approximately 2,500 bleacher seats) which includes restroom and storage facilities underneath the bleachers and the redesign and construction of the outfield at Sam Suplizio Field to address the drainage and turf issues. For all bleacher and seating upgrades, the focus is to not only achieve the most seats but to also improve the quality of the seats which include sight lines, tread depth and proximity to the playing surfaces. As ticketing operations continue to evolve, the information-technology support to the entry points are being upgraded. To improve the overall fan experience, the audio-visual infrastructure which include speakers and scoreboards will be improved which will impact both facilities. With the location of the facility; fan entry, exit and circulation is a priority. To combat current issues, the North West and South West areas of Ralph Stocker Stadium are being redesigned to allow for fan access directly from North Avenue and 12th Street. To combat overflow into the parking lot, the Main Entry is being redesigned to allow for larger queuing areas. To address any sidewalk overflow along 12th Street, the West Side Bleachers at Stocker are being

designed to increase the sidewalk depth to allow for safer flow of fans. With the redesign of the North West Area of Ralph Stocker Stadium, there will be more green and concrete/asphalt areas to allow for queuing and shaded areas to be utilized during all day events. As the project beings the design and construction phase there are a large list of additional items to address which may also be included as a result of value engineering and other cost saving methods.

The CMGC is crucial to ensure effective prioritization to maximize the impact of the available project budget. This construction project will follow a CMGC project delivery method. The selected contractor will work with the Architectural/Engineering Consultant during design to provide cost estimates of construction of the proposed scope of work. The CMGC will then coordinate bidding and selection of sub-consultants from the various construction trades. Finally, the CMGC will oversee construction, followed by warranty management.

A formal Request for Proposals 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, the Western Colorado Contractor's Association, and to an additional list of contractors, and advertised in the Daily Sentinel. Two firms submitted formal proposals, which were found to be responsive and responsible. The name of each firm, their location and the fee for CMGC services and general conditions based upon the current scope of work is listed as follows:

Firm	Location	Fee Plus General Conditions For Current Scope
FCI Constructors	Grand Junction, CO	\$ 645,681
Shaw Construction	Grand Junction, CO	\$ 607,145

A committee comprised of City staff, CMU and JUCO stakeholder representatives reviewed the proposals thoroughly, scored the proposals following Section 6 Evaluation Criteria Factors of the RFP (Responsiveness of Submittal to the RFP; Understanding of the Project and Objectives; Experience; Strategy & Implementation Plan; Fees) and agreed that interviews of both firms would be necessary prior to final selection. Following interviews with each firm, the review committee deliberated the information presented by the two firms and recommends selection of Shaw Construction.

The process was a qualifications-based selection based primarily on experience, project understanding and implementation strategy. Shaw Construction was favored by the selection committee. Negotiations for the selected firm's General Conditions were then pursued and agreed upon.

Enclosed with this agenda documentation is a location map.

FISCAL IMPACT:

Based on the current scope, the total cost of the professional services contract is \$607,145. The total project budget is estimated at \$7,957,000. Staff will come back to City Council for approval of the GMP contract once that amount is established.

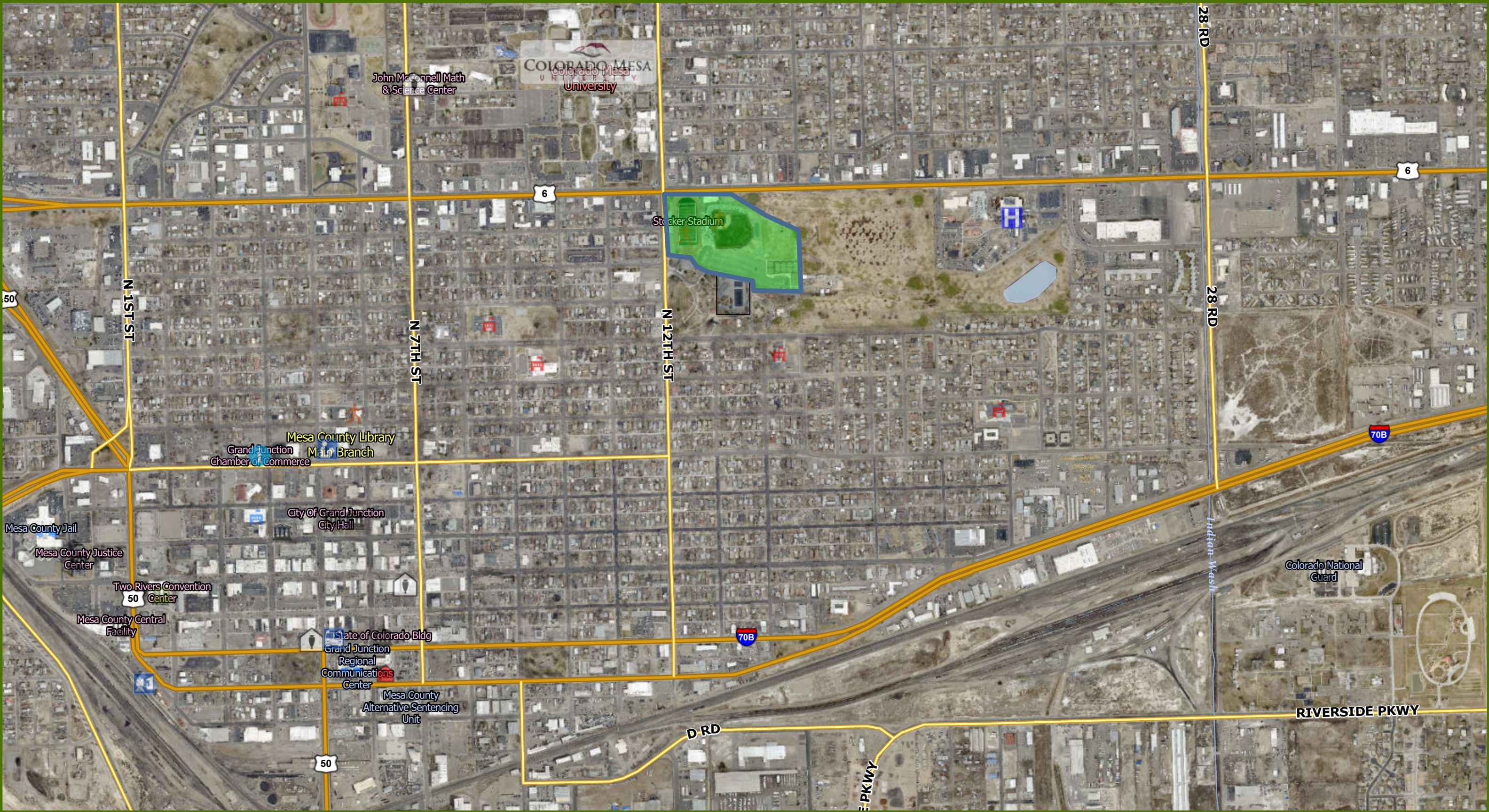
SUGGESTED MOTION:

I move to (authorize/not authorize) the Purchasing Division to enter into a contract with Shaw Construction in the amount of \$342,945 for the General Conditions and 3.95% of the total cost of construction for professional Construction Manager/General Contractor services to renovate the Lincoln Park Sports Complex.

Attachments

1. Suplizio-Stocker Location Map

Suplizio - Stocker Location Map



Printed: 1/29/2021
1 inch equals 880 feet
Scale: 1:10,560



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: June 2, 2021

Presented By: Jay Valentine, General Services Director

Department: General Services

Submitted By: Tim Barker

Information

SUBJECT:

Purchase Tandem Axle Dump Truck with Snowplow, Salt Box and Wing Plow

RECOMMENDATION:

Staff recommends the purchase of a Freightliner tandem axle dump truck with snow removal equipment from TransWest Truck Trailer RV located in Grand Junction Colorado in the amount of \$222,790.00.

EXECUTIVE SUMMARY:

The purchase of the Dump truck with snow removal equipment will be a replacement for a unit that has reached the end of its useful life. In 2021 the City requested competitive proposals for the purchase of one (1) tandem axle dump truck. The Transwest bid was determined to be the best value to the City. The selling Dealer and only bidder offered three (3) separate bids utilizing different body and equipment installers with prices ranging from \$222,790 to \$250,745. This unit is included in the 2021 fleet replacement budget in the Fleet and Equipment internal service fund approved by City Council.

BACKGROUND OR DETAILED INFORMATION:

In 2021 the City requested competitive proposals for the purchase of one (1) tandem axle dump truck. The Transwest bid was determined to be the best value to the City. The selling Dealer and only bidder offered three (3) separate bids utilizing different body and equipment installers with prices ranging from \$222,790 to \$250,745.

A formal Invitation for bid 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*. Three companies submitted a formal bid, which were found to be responsive and responsible in the following amounts.

Firms	Location	Price
Transwest Truck Trailer RV-Auto Truck	Grand Junction, CO	\$222,790.00
Transwest Truck Trailer RV-OJ Watson	Grand Junction, CO	\$224,122.00
Transwest Truck Trailer RV-Kois	Grand Junction, CO	\$250,754.00

FISCAL IMPACT:

This unit is included in the 2021 fleet replacement budget in the Fleet and Equipment internal service fund approved by City Council.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Transwest Truck Trailer RV Center in Grand Junction Colorado for the purchase of one Freightliner dump truck, with snow removal equipment.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: June 2, 2021

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 2021 Concrete Curb, Gutter, and Sidewalk Replacement Project

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Agave Construction, LLC of Grand Junction, CO for the 2021 Curb, Gutter, and Sidewalk Replacement Project in the amount of \$237,158.40.

EXECUTIVE SUMMARY:

This construction contract with Agave Construction, LLC, if approved, will reconstruct various sections of concrete curb, gutter, sidewalks, drain pans, driveways, and ramps at various locations throughout the City.

BACKGROUND OR DETAILED INFORMATION:

This project will include the removal and replacement of several segments of various concrete roadway elements at various locations throughout the city. It will include the removal and replacement of approximately 50 linear feet of curb and gutter, 530 square yards of monolithic curb, gutter, and sidewalk, 800 square yards of sidewalk, 275 square yards of concrete intersection corners, 26 square yards of concrete drainage pan, and 80 square yards of driveways.

This contract will repair various defective concrete elements in high pedestrian traffic areas.

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. Three companies submitted formal bids, which were initially found to be responsive and responsible in the following amounts.

Firm	Location	Bid Amount
All Concrete Solutions, LLC	Grand Junction, CO	\$235,393.26
Agave Construction, LLC	Grand Junction, CO	\$237,158.40
Adcock Concrete (Response #1)	Grand Junction, CO	\$351,140.00
Adcock Concrete (Response #2)	Grand Junction, CO	\$351,140.00

Following the bid opening, All Concrete Solutions, LLC rescinded their bid due to an inability to provide the required certifications to perform the work within a reasonable working time frame.

This project is scheduled to begin in Mid-June with an expected final completion date of the end of August.

FISCAL IMPACT:

A total of \$400,000 is in the 2021 Adopted Budget for the .75% Sales Tax Capital Improvement Fund to improve the condition of the City's sidewalks. The 2021 Curb, Gutter, and Sidewalk Replacement project for \$237,158 is just one aspect of the sidewalk improvement program. The remaining budget will be utilized for concrete network condition survey, concrete grinding/leveling contract, and City crew-led replacement projects.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Agave Construction, LLC of Grand Junction, CO for the 2021 Curb, Gutter, and Sidewalk Replacement Project in the amount of \$237,158.40.

Attachments

1. 2021 Concrete CGSW Replacement Location List

2021 CURB, GUTTER AND SIDEWALK REPLACEMENT PROJECT

- (1) 209 HIDEAWAY LN.
- (2) 379 MARTELLO DR.
- (3) 2979 BRET DR.
- (4) 2802 MESA AVE.
- (5) 591 EASTWOOD ST.
- (6) NW COR. BARBERRY AVE. & CAPER CT.
- (7) 2704 CARIBBEAN DR.
- (8) 1834 JUNIPER ST.
- (9) 2986 BABBLING BROOK DR.
- (10) 1055 HILL AVE.
- (11) 2803 BOOKCLIFF AVE.
- (12) 573 CINDY ANN RD./2803 BOOKCLIFF AVE.
- (13) 1059 HILL AVE.
- (14) 875 MAIN ST.
- (15) W. MAIN ST. & CROSBY AVE.
- (16) 858 LANAI DR. (HAVEN HILL CT. SIDE OF PROP.)
- (17) 2693 HAVEN HILL CT.
- (18) NORTH SIDE DEWEY PL. EAST OF 25 ½ RD.
- (19) ACROSS THE STREET FROM 627 & 629 SILVER OAK DR.
- (20) SW COR. F ½ RD. & MARKET ST.
- (21) 2686 HWY 50 (B ¾ RD. SIDE OF PROP.)
- (22) 1260 CHIPETA AVE.
- (23) 1352 & 1360 MAIN ST.
- (24) 1314 & 1320 MAIN ST.
- (25) 1260 WHITE AVE. (13TH ST. SIDE OF PROP.)
- (26) ACROSS THE STREET FROM 527 W. MAIN ST.
- (27) 2828 VILLA WAY
- (28) SW COR. 24 ½ RD. & RIVERSIDE PKWY.
- (29) 845 TELLER AVE. UP TO 9TH ST.
- (30) 703 & 721 N 3RD ST.
- (31) 2674 LOOKOUT LN.
- (32) 640 N. 7TH ST. (GUNNISON AVE. SIDE OF PROP.)

- (33) 417 MAIN ST. (IN THE ALLEY)
- (34) 1121 N. 18TH ST.
- (35) 1775 BUNTING AVE.
- (36) 747 WILSON DR.
- (37) 261 ORCHARD AVE.
- (38) 251 ORCHARD AVE.
- (39) 191 ORCHARD AVE.
- (40) EAST SIDE 2ND ST.. FROM GUNNISON AVE. TO CHIPETA AVE.
- (41) 1035 GRAND AVE.
- (42) 915 & 921 GRAND AVE.
- (43) 839 GRAND AVE.
- (44) 1804 BELL RIDGE CT.
- (45) 337 S. 1ST ST. (PUFFER BELLY RESTAURANT)- 2 LOCATIONS
- (46) 520 WALNUT AVE.
- (47) 3730 ELDERBERRY CIRCLE
- (48) WEST SIDE 10TH ST. FROM WHITE AVE. TO ROOD AVE.
- (49) 2436 PATTERSON RD. (ENTRANCE INTO FISHER LIQUOR BARN)
- (50) 520 N. 7TH ST. / 710 OURAY AVE.
- (51) 853 OURAY AVE.
- (52) 859 OURAY AVE.
- (53) 2963 BROOKSIDE DR.



Grand Junction City Council

Regular Session

Item #3.e.

Meeting Date: June 2, 2021

Presented By: Randi Kim, Utilities Director,

Department: Utilities

Submitted By: John Eklund, Project Engineer

Information

SUBJECT:

Hogchute (aka Carson) Reservoir Dam Modifications

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a construction contract with ESCO Construction Co. for the Hogchute (aka Carson) Reservoir Dam Modifications project in the amount of \$2,893,500.00.

EXECUTIVE SUMMARY:

This project will modernize the reservoir outlet works and spillway to meet current Colorado Dam Safety standards. The project generally includes repairing and lining the reservoir outlet pipe; improving the outlet control structure and downstream energy dissipation structure; improving the overflow spillway and downstream channel; and installing an Early Warning System (EWS) for improved safety to residents living downstream of the reservoir.

Cost to the City for construction is \$2,893,500.00, which is funded by a low-interest loan from Colorado Water Conservation Board (CWCB). Final completion is scheduled for October 2021.

BACKGROUND OR DETAILED INFORMATION:

Hogchute Dam was constructed in 1947. The reservoir outlet was modified in 1988. In 2015, the Colorado Office of the State Engineer (SEO) reclassified Hogchute Dam to High Hazard following a dam failure inundation study. In 2019, RJH Consultants completed a Dam Safety Evaluation Report for the City, which identified required deficiencies in the dam with respect to modern safety standards set forth by the SEO. As a result of the Dam Safety Evaluation, Ayres Associates was contracted to design the modifications and improvements that will be

implemented as part of this construction project to bring Hogchute Dam up to current standards. This project is in line with City's strategic directives by ensuring reliable delivery of high quality drinking water to its customers and increasing safety for residents who live downstream of Hogchute Reservoir.

The existing 30-inch outlet pipe will be repaired at both upstream and downstream ends, then reinforced with a Cured-in-Place-Pipe (CIPP) liner. A new slide gate and hydraulic operator control releases from Hogchute Reservoir. A new energy dissipater will be constructed at the outlet of the pipe.

A sand filter will be constructed on the downstream face of the dam to capture and direct water seeping through the dam to drain pipes. This reduces risk of piping erosion through the dam from seepage inherent to all earthen-core dams.

The overflow spillway will be rebuilt with a concrete weir to address seepage at the existing spillway and prevent erosion during activation. The spillway channel downstream of the weir will be rebuilt to repair erosions that has taken place over the life of the dam. Rock berms will be constructed as energy dissipaters that will prevent future erosion when the spillway is activated. This area will also be vegetated with native plants such as willow that will provide additional soil stability and improve habitat along the spillway channel.

The Early Warning System is a monitoring and communication system that will provide critical data for operators when a storm event is predicted or occurs in the drainage basin upstream of Hogchute Reservoir that could activate the spillway or put the dam at risk. In extreme events the EWS could trigger notices via the Grand Junction Regional Communication Center (GJRCC) for event awareness and evacuation notices.

A formal Invitation for Bids was issued via Rocky Mountain E-Purchasing System (bidnet), posted on the City's Purchasing website, sent to Grand Junction Chamber of Commerce, the Western Colorado Contractors Association and advertised in The Daily Sentinel. Four companies submitted bids, of which all were found to be responsive and responsible in the following amounts:

Vendor	Location	Bid Amount
ESCO Construction Co.	Evergreen, CO	\$2,893,500.00
CON-SY Inc.	Grand Junction, CO	\$3,255,937.00
Dietzler Construction Corporation	Denver, CO	\$3,694,432.00
Kissner G.C., Inc.	Cedaredge, CO	\$4,859,772.00

FISCAL IMPACT:

Total costs for this contract with ESCO Construction Co. is \$2,893,500. The total budget for the project is \$3,400,000 and was included and approved in the 2021 Adopted budget for the

Water Fund. The project will be funded by a State of Colorado Intergovernmental Loan administered by the Colorado Water Conservation Board that has a 1% interest rate and a 10 year term. The current loan amount is \$3,000,000 but can be increased to the \$3,400,000 by an administrative contract amendment by CWCB staff. Staff will execute the amendment, as needed, once the project is at the 80% completion stage.

A break down of the project costs are estimated are as follows:

Item	Vendor	Amount
Road Preparation	Power Equipment Rental	\$18,406.42
Loan Parity Certificate	CWCB	\$1,010.00
Permitting Fees	CO DWR, USFS	\$19,364.27
Design Services During Construction	Ayres Associates	\$63,816.93
Slide Gate	Coombs-Hopkins (Whipps)	\$183,390.00
Construction Services	ESCO Construction Co.	\$2,893,500.00
Construction Inspection Services	TBD	\$150,000.00
Quality Assurance Testing	Huddleston Berry Engineering & Testing	\$47,880.00
Total Estimated Expenditures:		\$3,377,367.62

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into contract with ESCO Construction Co., of Evergreen, CO for the Hogchute (aka Carson) Reservoir Dam Modifications project in the amount of \$2,893,500.00.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: June 2, 2021

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Randi Kim

Information

SUBJECT:

A Resolution Authorizing Lease of the Hallenbeck Ranch Property to VanWinkles Ranch, LLC

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a Lease Agreement with VanWinkle Ranch LLC for the Hallenbeck Ranch for ten years commencing May 1, 2021 and terminating on April 30, 2031.

EXECUTIVE SUMMARY:

After consideration by the Property Committee, Staff solicited proposals for a sustainable agriculture plan for the Hallenbeck Ranch. This is a resolution to authorize lease of the Hallenbeck Ranch for a 10-year period with an option to renew for an additional 10 years to VanWinkles Ranch LLC to include cattle grazing utilizing rotational grazing practices, developing a community/environmental benefit project and incorporating educational elements pertaining to the principles of sustainable agriculture.

BACKGROUND OR DETAILED INFORMATION:

The Hallenbeck Ranch was purchased by the City in two separate purchases in 1955 and 1971 and includes 320 acres of land along with a number of water rights. The ranch was last leased to Dennis and Lora Wynn between December 2, 2015 and July 13, 2018 at which time the lease was terminated because the lessees were in default of the terms of the lease.

Following termination of the lease in 2018, CSU Extension staff inspected the property and recommended that the City allow the land to rest to allow recovery of the land to promote grass growth. City Staff have been managing the property and have made improvements to the ditch and irrigation system, removed and treated invasive species (Russian Olives) and noxious weeds, and contracted with a local rancher to hay the fields.

In January 2020, Staff met with the Property Committee to discuss potential future uses of the property including a traditional ranching lease, a sustainable agriculture project, and a conservation easement. The Property Committee directed Staff to pursue opportunities for a sustainable agriculture project.

In March 2020, Staff met with CSU Extension, Colorado Parks and Wildlife, and Western Colorado Community College representatives to discuss potential concepts for sustainable agriculture projects. Based on the terrain, soil conditions, and availability of irrigation water, it was determined that about 120 acres could support cattle grazing or haying, while the remainder of the property would be suitable for wildlife management, recreation and community education.

In September 2020, the City Purchasing Division issued a Request for Proposals for a sustainable agriculture plan and to which, received three proposals.

A formal Request for Proposals 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, the Western Colorado Contractor's Association, and to an additional list of contractors, and advertised in the Daily Sentinel. Three firms submitted formal proposals:

Firm	Location
VanWinkle Ranch	Fruita, CO
Bonnell Land & Cattle	Whitewater, CO
Waters Edge 365	Grand Junction, CO

Through the evaluation process, Staff selected the proposal from VanWinkle Ranch LLC as the most responsive to the RFP and began negotiations, and preparing a lease agreement. The sustainable agriculture concepts proposed for the Hallenbeck Ranch include cattle grazing utilizing rotational grazing, improving soil health, efficient water use, controlling invasive species, and supporting beneficial species. In addition, the VanWinkles are committed to working with the City and Colorado Parks and Wildlife to develop a community/environmental benefit project that may involve a public access trail off Lands End Road and developing fishing on the Purdy Mesa Reservoir No. 2. The project also involves educational elements pertaining to the principles of sustainable agriculture.

VanWinkle Ranch LLC currently holds the lease for the Somerville and Anderson Ranches and have made significant improvements to the ranches and have practiced good stewardship of the City's land and water rights.

The Hallenbeck Ranch has a long tradition of ranching and farming in the Whitewater and North Fork of Kannah Creek basins. Leasing the ranches to the VanWinkles, who have a large family-run cattle and farming operation, will preserve the traditional uses of the property, appropriately utilize the City's water rights, and continue to maintain undeveloped open space in the community and provide a community benefit project.

A lease agreement has been prepared by Staff for a period of ten (10) years with an option to extend the lease for an additional ten (10) year period. Annual lease payments will be a charge per Animal Unit Months (AUMs) based on minimum Colorado State Land Board Grazing Rates for District 4 Southwest Grazing Region, Tier 2. An Animal Unit is one mature cow and her suckling calf. Tier 2 rates recognize work needs to be completed on the site for the land to reach its potential. The 2021 AUM rate is \$17.56. Rates will be revised annually based on the State Land Board Grazing Lease Rates issued following annual grazing surveys conducted by Colorado State University.

The Hallenbeck Ranch can currently support about 30 animal units for a period of four months, but could support up to 150 animal units with irrigation improvements and better management of the soil health. At the 2021 AUM rate, the lease payment would initially be \$2,107.20 but could be as much as \$10,536 at the higher grazing schedule. Actual lease payments will be based on the grazing schedule to be completed by the Lessee annually.

FISCAL IMPACT:

Revenue to the Water Enterprise Fund during the first year of the lease is estimated to be \$2,107.20 based on the 2021 AUM rate of \$17.56 and assuming a grazing schedule of 30 animal units for a period of 4 months but could be as much as \$10,536 at the higher grazing schedule. Actual lease payments will be based on the grazing schedule to be completed by the Lessee annually. AUM rates will be revised annually based on the State Land Board Grazing Lease Rates issued following annual grazing surveys conducted to by Colorado State University.

In compensation for VanWinkles Ranch LLC's management and consulting time contributed to community benefit and grant projects, the City agrees to pay \$50.00 per hour up to 120 hours per year plus reimbursable materials for ranch improvements subject to annual operating plan approval. The Water Fund included \$50,000 in the 2021 Adopted budget for ranch improvement projects.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 44-21, a resolution authorizing the City Manager to execute a Lease Agreement with VanWinkle Ranch LLC for the Hallenbeck Ranch for ten years commencing May 1, 2021 and terminating on April 30, 2031.

Attachments

1. Resolution - Hallenbeck Ranch
2. Hallenbeck Ranch Lease 2021

RESOLUTION NO. _____-21

**A RESOLUTION AUTHORIZING A TEN-YEAR LEASE OF
THE CITY'S HALLENBECK RANCH PROPERTY
TO VANWINKLE RANCH LLC**

WHEREAS, the City of Grand Junction is the owner of the following described real property in the County of Mesa, State of Colorado, to wit:

HALLENBECK RANCH

PARCEL 1:

Situate in Township 2 South, Range 2 East of the Ute Meridian:

Section 25: The SE1/4 of the SW1/4,

The NW1/4 of the SE1/4,

All that part of the N1/2 of the SW1/4, the SE1/4 of the NW1/4, the S1/2 of the NE1/4, and the NE1/4 of the NE1/4 lying Southerly and Easterly of Lands End Road.

PARCEL 2:

Situate in Township 12 South, Range 98 West, 6th Principal Meridian:

Commencing at the SW Corner of Section 36, thence East along the South line of said Section 36 a distance of 660.00 feet to the True Point of Beginning, said point being the Southwest corner of that tract of land conveyed by instrument recorded in Book 1145, Page 824 in the office of the Mesa County Clerk and Recorder; thence S 89°55'31" E a distance of 3314.31 feet, more or less; thence N 00°59'04" E along a strand barbwire fence a distance of 529.82 feet, more or less, to an existing fence corner; thence N 84°34'44" W along said fence line a distance of 906.87 feet; thence continuing along said fence line, S 01°51'29" E a distance of 80.46 feet, more or less, to an existing fence corner; thence S 88°57'38" W along said fence line a distance of 412.29 feet; thence continuing along said fence line, S 89°28'22" W a distance of 916.30 feet, more or less, to an existing fence corner; thence N 50°54'21" W along said fence line a distance of 850.80 feet, more or less, to an existing fence corner; thence S 00°04'01" W along said fence line a distance of 1009.63 feet, more or less, to the True Point of Beginning.

PARCEL 3:

A parcel of land being a portion of a tract of land described in a deed filed under Reception Number 1044837, said parcel located in Government Lots 3 and 4, Township 12 South, Range 98 West of the 6th Principal Meridian, County of Mesa, and State of Colorado, and being described as follows:

That portion of said Government Lots 3 and 4 lying southerly of the Lands End Road Right-of-Way, a 100 foot right of way as described in a deed filed under Reception number 381285 AND lying southerly and westerly of the Divide Road Right-of-Way, a 60 foot right of way as described in a deed filed under Reception Number 1123140.

WHEREAS, The City Council has reviewed and found to be appropriate a lease of the Hallenbeck Ranch (the above described property) to VanWinkle Ranch LLC for a period of ten (10) years, commencing on May 1, 2021, and expiring on April 30, 2031.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with VanWinkle Ranch LLC for the lease of the described property for a term of ten (10) years, commencing on May 1, 2021, and expiring on April 30, 2031.

PASSED and ADOPTED this 2nd day of June 2021.

Attest:

President of the Council

City Clerk

HALLENBECK RANCH LEASE

THIS RANCH LEASE ("Lease" and/or "Agreement"), effective as of May 1, 2021 is by and between the City of Grand Junction, a Colorado home rule municipal corporation, hereinafter referred to as "City" and VanWinkle Ranch LLC, a Colorado Limited Liability Company, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 2043 N Road, Fruita, CO 81521.

RECITALS

- A. City is the owner of the real property commonly known as the Hallenbeck Ranch ("Ranch"). The Ranch is made up of three different parcels which are described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein ("Property").
- B. Parcel No. 2 and Parcel No. 3 of the Property are suitable for ranching and agricultural purposes ("Ranching Property") while Parcel No.1 is more suitable for wildlife management and recreation ("Educational Property"). The Property can support co-existence of these multiple uses.
- C. It is the express intent and desire of the City to retain ownership of the Property and develop a sustainable agriculture program with the goals of productive farming and ranching that contributes to the local economy, stewardship of the environmental resources, and quality of life for the community. The City desires to incorporate sustainable agriculture practices that are economically viable, socially supportive, and ecologically sound. Sustainable ranching practices include a rotational grazing system and other land management practices. Social factors include supporting education about sustainable agriculture and providing public access for recreation. Ecological factors include preserving natural resources, maintaining wildlife habitat, improving soil health, efficient water management, controlling invasive species, and supporting beneficial species.
- D. Certain improvements will be necessary to implement sustainable agriculture practices and develop community benefit features on the Property. These improvement projects can be best realized through collaboration and cost-sharing between City, Lessee, and other partners.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein to be kept by the parties hereto, the City leases to Lessee the Property and the improvements situated thereon. The above recitals are incorporated herein and made a part of the Agreement.

SECTION ONE DEMISE

City offers and VanWinkle Ranch LLC desires to lease the Property under the terms and conditions of this Lease.

SECTION TWO BASIC TERM

The basic term of this Lease shall be for ten years, commencing on the 1st day of May 2021 and terminating on the 30th day of April 2031.

For the purposes of this Lease, a "lease year" shall mean the period commencing on May 1 of each year during the term of this Lease and terminating on April 30 of the succeeding year.

If Lessee performs as required pursuant to this Agreement as outlined in Appendix A, Performance Objectives, and if the City chooses, at its sole option and discretion, to again lease the Property at the expiration of the basic term, the City hereby gives and grants to Lessee an option to extend this Lease an additional ten (10) year period ("second term"). If this Lease is so extended for an additional term, the lease terms shall be upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an additional term, Lessee shall give written notice to the City of Lessee's desire and intention to exercise Lessee's option to extend not less than 365 days prior to the expiration of the basic term.

SECTION THREE RENTAL

Lessee agrees to pay City, as rental for the Property, improvements and appurtenances, in accordance with the following rate formula for grazing cattle:

Annual Rate = Number of Animal Unit Months (AUMs) x AUM Rate

Where:

Animal Unit: One mature 1,000 pound cow and her suckling calf
 A mature bull is equal to 1.3 AU
 A yearling steer or heifer is equal to 0.67 AU
 A weaned calf is equal to 0.5 AU

Animal Unit Month: The tenure of one animal unit for a period of one month

Animal Unit Months: Animal Unit Month x the total number of months the animal unit is on the Property (for periods less than a full month the charge shall be prorated 1/30 for each day. Any portion of a day shall count as 1 day.)

AUM Rate: Charge per AUM based on minimum Colorado State Land Board Grazing Rates for District 4 Southwest Grazing Region (including Mesa County), Tier 2. Tier 1 leases are based on ownership of most improvements by the property owner which the City believes most accurately reflects the situation for Hallenbeck Ranch but have negotiated with Lessee for the Tier 2 rates at this time as it is recognized work needs to be completed on the site for the land to reach its potential. Tier 2 is set at 80% of private rates while Tier 1 is set at 90% of private rates. The AUM Rate will be adjusted annually based on the Tier 2 pricing after issuance of the Colorado State Land Board AUM Rates.

2021 AUM Rate = \$17.56

On or before October 1 of each year, Lessee shall complete and provide City the attached Grazing Schedule (see Appendix C) for its intended use of the Property for the next twelve months. For the first year of the lease, the Grazing Schedule shall be provided on or before the first date that livestock is placed on the Property. On or before December 1 of the same year, Lessee shall provide an estimated payment to the City of one-half of the AUMs set forth on the Grazing Schedule.

Lessee shall keep an actual Grazing Use Report (see Appendix D) for the grazing period to be submitted to the City on or before May 1 of the following year. The Grazing Use Report will then be used to calculate the actual AUMs and the Lessee shall pay the remaining difference to the City on or before May 30.

City shall be entitled at any time to enter onto the Property to inspect for the number of AUMs. If the AUMs on site are greater than those reported on the Grazing Schedule, the City may terminate this Lease without notice and the City may immediately retake possession of the Property. It is Lessee's responsibility to keep the City informed as to any additions to the Grazing Schedule.

In the event rental payments are not received on or before the specified due dates, subject to the provisions of Section 12, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

Lessee agrees to timely pay any and all real estate taxes and improvement assessments which may be levied against the Property, and any taxes or assessments levied against the crops, livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Lease. Lessee further agrees to pay any and all utilities, charges, and other expenses incurred in connection with Lessee's use and operation of the Property, including, but not limited to, all charges for natural gas, electricity, telephone and other utilities used on or in connection with the Property. Lessee shall pay any such charges on or before the date the same become due. If Lessee fails to timely pay any and all amounts required pursuant to this Section 3, the City may pay such amounts and, in such event, the amount(s) paid by the City, plus interest thereon at the rate of 15% per annum, shall be added to the amount(s) of the rent due with the next rental payment and shall be payable to the City by Lessee.

SECTION FOUR RIGHT TO USE OF WATER

The City specifically retains and reserves from the Lease any and all water rights owned by the City, including, but not limited to, any water rights which may have been previously used on or in connection with the Property, for whatever purpose. Subject to the provisions of this Section 4, and Sections 5 and 8, Lessee has the right to use water as the City shall make available to Lessee for use on the Property. The City may, in its sole discretion, on or before the first day of May of each year, notify Lessee in writing of the amount of irrigation water (expressed in terms of cubic feet per second [C.F.S.] or acre feet) which may be available to Lessee to utilize on the Property during that lease year. Lessee shall exercise proper diligence to ensure that the amount of water so made available is utilized to its full extent on and solely for the benefit of the Property and Lessee's operations thereon.

Lessee shall utilize all water released to Lessee for the first and all subsequent lease years on the Property only, and shall do so in a prudent and careful manner in order to obtain the most efficient use of the water for irrigation of the Property and as stock water for livestock kept and maintained on the Property. Lessee shall comply with all rules, regulations and valid administrative orders applicable to the water provided under this Lease.

For the lease year beginning May 1, 2021, Lessee is hereby notified that it may utilize all the water rights described in the attached Exhibit C. Exhibit C is incorporated by this reference as if fully set forth.

Lessee shall not be charged additional rent or fees for the use of water made available as herein described; provided, however, it shall be the sole responsibility of Lessee to divert and transport such water upon the lands included in this lease to its point of use.

By utilizing the water released to it by the City, Lessee agrees to waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees and agents for injury to, or destruction of, any property, real and personal, including any livestock of Lessee or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, or Lessee or any third person; and to indemnify the City, its officers, employees agents and to hold the City, its officers, employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from, Lessee's use or non-use of the water.

SECTION FIVE CULTIVATION – IRRIGATION – WEED CONTROL

Lessee shall cooperate with and assist the City in developing and implementing long-range programs to ensure that the water and water rights associated with the Property are put to beneficial use on the Property. Parcel 1 has approximately 30 acres irrigated historically. Parcel 2 has approximately 47.7 acres irrigated historically. Parcel 3 has approximately 52 acres irrigated historically. The irrigated areas are generally shown on Exhibit D in green attached hereto and incorporated herein. Lessee shall beneficially use the water by employing responsible irrigation practices and improve efficiency of the application and use. Lessee shall, at Lessee's sole cost, provide the labor and capital necessary to improve crop production on the Property through the rehabilitation and maintenance of existing fields.

Lessee shall furnish, at Lessee's sole expense, all labor, seed and machinery during the term of this Lease, and shall plant, raise, cultivate, irrigate and thresh all crops grown on the demised premises at Lessee's own expense. Lessee shall be entitled to and responsible for all proceeds and debts and debt losses incurred and associated with all crops grown on the premises.

Lessee shall cultivate and irrigate the Property in a good and husbandry manner in accordance with the best methods of cultivation and irrigation practiced in Mesa County, Colorado.

Lessee agrees to cooperate and comply with all farm crop programs promulgated by the United States, the State of Colorado, and Mesa Conservation District.

The type and quantity of fertilizer, herbicides and other chemicals shall be selected with the advice and consent of the City.

Lessee shall be responsible for ensuring that the water is transported through clean irrigation ditches of adequate size to divert and transport such water upon the lands included in this Lease to its point of use.

Lessee's right to use the water as described above shall be subject to the express conditions of this Section 5. If the City in its sole discretion, requires the use of some or all of the water described in this Lease notwithstanding prior notice to the contrary, the City has the right, upon 15 days written notice to Lessee, to use, transfer and possess all of the water described in this Lease at locations and for the purposes deemed necessary by the City, even though such purposes and locations are adverse to the needs and uses of Lessee. The City understands that Lessee considers 15 days short notice and will endeavor to give earlier notice when reasonably possible.

City shall be responsible for adjusting all head-gates in a manner that provides for releasing to the Property the proper amount of water that is adjudicated to, or may be beneficially applied for the benefit of, the Property. If requested by the City, Lessee shall record the dates and amounts of irrigation and the number of acres on which water is applied to adequately provide for the development of historic consumptive use records.

Under the City's direction and oversight, Lessee shall be responsible for: (a) measuring and recording water flow information at all weirs, flumes and other measuring and gauging devices, either now in place or installed in the future, and the amount of water being delivered to the Property during the irrigation season (April – October of each lease year); and (b) measuring, estimating and recording the return flow from irrigated fields while under irrigation.

Lessee shall be responsible for providing the labor and capital necessary to maintain existing ditches and laterals and for relocating ditches and laterals as determined by the operation plan referred to in Section 11.

In the first year of the Lease, the City will remove Russian Olive trees that are mature as of the effective date of this Lease, and any piles of cut Russian Olive trees as of the same date. The City shall have ready access to the Property for removal purposes.

Lessee shall be responsible for control and removal of all noxious weeds, Tamarisk and Russian Olive trees on the Property at Lessee's sole expense, except as stated above. Chemical, mechanical and natural control measures will be undertaken to ensure control and elimination of the invasive species. Each year weed and noxious plant control measures will be reviewed as part of the annual operation plan.

SECTION SIX TENANT COVENANTS

As part of the consideration for the Lease, Lessee shall provide public outreach and public education regarding agricultural sustainability, influence of western Colorado cattle industry on the economy and benefits to the area, preserving natural resources, and environmental and wildlife management. Lessee shall also develop means to improve public recreation on the Property, particularly Parcel 1, for appreciation of and in support of the public education to be provided. Lessee shall collaborate with the City and other sources such as Colorado Parks and Wildlife, Natural Resource Conservation Services, Colorado State University Extension and Animal Science Department, etc.

The City recognizes that the cost for capital improvements to obtain the City's goal of a sustainable agricultural plan and providing beneficial resources to the community will likely require input and resources from the City, Lessee and other sources. It is anticipated that Lessee shall provide labor and actively seek grants and assist the City in obtaining grants to reach the goal.

The City will provide for the cost of materials for any existing fences agreed are needed to be replaced in 2021, all other costs related to fencing for the grazing of cattle, shall be at Lessee's sole cost and expense. Lessee shall install, maintain and repair all other fences and gates and shall ensure that all gates and fences upon the Property are properly installed and functioning. All fences shall be "lawful fences" as defined by Colorado law.

It is agreed that if new fences are to be constructed to delineate public access from agricultural areas, then the City will pay for materials and the Lessee shall install and maintain the fences as determined in the operational plan for said year.

The City shall remove the shed that is on Parcel 3 and the remnants of the corral. Otherwise, at Lessee's sole cost and expense, Lessee shall maintain and keep the Property and all improvements and buildings upon the Property, including, but not limited to, residence(s), dwelling(s), barn(s), shed(s), fixtures, roofing, plumbing, heating and ventilation systems, wiring, glass, fences, gates, wells and well

systems, pumps and pump systems, septic systems, cattle guards and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease or, if improvements have been made, to the condition after improvement, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

Hunting shall not be allowed on the Property.

Lessee shall keep the Property free from all litter, dirt, debris and obstructions, and shall not commit or permit to be committed any waste on the Property or demised premises. Lessee agrees that all uses shall be lawful uses only. No hazardous wastes shall be kept or discharged on the Property.

Lessee shall install no structural or land improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

Lessee agrees to waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, agents and employees for injury to or destruction of any property of Lessee or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any third person; and to indemnify the City, its officers, employees and agents and to hold the City, its officers employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Lessee's use of the Property, not arising from the willful misconduct of the City.

Lessee agrees at Lessee's sole expense and during the term of this Lease, to purchase and maintain in effect "Farmowner's Comprehensive" liability and hazard insurance which will protect the City, its officers, employees and agents and assets of the City, from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property and a policy which insures the Property and all improvements thereon to the full insurable value. All required policies shall be from a company and in terms and amounts approved by the City. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00), per occurrence for bodily injury, personal injury, and property damage, and \$1,000,000.00 in job aggregate. Comprehensive Automobile Liability insurance shall also be in place with minimum combined single limits for bodily injury of not less than \$1,000,000.00 for each individual and \$1,000,000.00 for each incident with property damage coverage of at least \$1,000,000.00. An accord form Certificate of insurance must be deposited with the City on or before May 1 of each year and must designate the City of Grand Junction, its officers, employees and agents as additional insureds. If a policy approved by the City is not at all times in full force and effect, this Lease shall automatically terminate.

Lessee shall comply with all Workers Compensation laws and provide proof of Workers Compensation insurance to the City. Said Workers Compensation insurance shall cover obligations imposed by applicable laws for any employee or person engaged in the performance of work on the Property with minimum limits of \$1,000,000.00 each accident \$1,000,000.00 disease – policy limit, and \$1,000,000.00 disease – each employee.

Lessee agrees to use Parcel 2 and Parcel 3 for ranching and farming operations only and conduct said operations in a proper and workmanlike manner and in a manner that will not over-graze or cause deterioration of or destruction to the Property. On Parcel 1 Lessee shall manage the land for wildlife, education and recreational purposes in cooperation with the City.

Lessee agrees to keep the Property and the demised premises free and clear from any and all liens for labor performed and for materials furnished to the Property or demised premises.

Lessee shall immediately notify the City but no later than the end of the next business day of each accident or incident (including activities where law enforcement is involved) involving or occurring on the Property.

Lessee shall act immediately to any Notice of Trespass by the City on lands and shall take all measures to remedy all causes of trespass, such as fence and gate repairs, gate closures, actions of the public.

SECTION SEVEN INSPECTION BY LESSEE

Lessee warrants that it has thoroughly and carefully inspected the Property and demised premises and accepts the same in its present condition. Lessee agrees that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties or promises that the Property is sufficient for the purposes of Lessee.

SECTION EIGHT CITY'S RIGHT OF ENTRY

The City, its officers, agents, and employees retain the right to be on the Property during emergencies and may inspect the Property at any time without notice. The City, at its option, shall have the right to enter the Property to construct such facilities, as it deems necessary for the City to utilize water and water rights associated with and appurtenant to the Property for municipal or other use. Following such construction, the City shall have the right to use said water rights or make them available to the Lessee, as the City deems appropriate.

SECTION NINE MINERAL RIGHTS

The City retains and reserves for its sole use, lease, sale, or other disposition all oil, gas, coal and other minerals and mineral rights underlying or appurtenant to the Property, together with the rights of ingress and egress to and from the Property for the purpose of exploring, developing, mining, producing and removing any such minerals, oil, gas and coal.

SECTION TEN SURRENDER – HOLDING OVER

Lessee shall, after the last day of the term of this Lease or any extension or upon earlier termination of this Lease, surrender to the City the Property in good order, condition and state of repair, reasonable wear and use excepted.

Should Lessee fail, for whatever reason, to vacate the premises at the end or when this Lease is terminated, Lessee agrees to pay to the City the sum of \$100.00 per day for each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$100.00 is an appropriate and agreed, liquidated damages amount.

Lessee agrees that all fences, gates, fixtures and other improvements of a permanent nature constructed or installed on the Property during the term of this Lease, whether by City or Lessee, shall be and remain the sole property of the City upon termination or expiration of this Lease.

SECTION ELEVEN OPERATION AND CAPITAL IMPROVEMENT PLANS – ANNUAL REVIEWS

Improvements will be necessary to implement sustainable agriculture practices and develop the community benefit(s) features on the Property as described and discussed by the City and Lessee in preparing the preliminary 10-year Capital Improvement Plan included in Appendix B attached hereto and incorporated. City and Lessee will contribute funds and labor to achieve the Plan contingent upon budget appropriations and availability of grant funding. No Capital Improvements shall be completed on the Property without prior written approval of the City.

Lessee shall provide to the City an annual Capital Improvement Plan ("Annual Plan") on or before the annual meeting. Lessee shall schedule a meeting to be held on or before May 31st each Lease year with the City. The Annual Plan may in the City's sole discretion be extended from year to year or the City may require a new plan each year. Based upon the review of the Annual Plan and other budgetary issues the Capital Improvement Plan may or may not be adopted by the City for the following year.

Participation, if any, on the part of the City in funding any Capital Improvements is subject to approval by the City Council. Approval may occur at the time the Capital Improvement is proposed or in the City's next annual approved budget. The City agrees to cooperate with the preparation of any grant requests by Lessee.

On or before the 20th day of December of each lease year, Lessee shall submit to the City a livestock and irrigation report specifying, among other things, acreage irrigated amount of water utilized, diversion records, and the length of time irrigation water was applied. Based upon the review of said report and other operational issues the operation plan may be amended for the succeeding lease years.

SECTION TWELVE DEFAULT

If Lessee is in default in the performance of any term or condition of this Lease, the City, may, at its option, terminate this Lease upon 30 days written notice. If Lessee fails within any such 30-day period to remedy any default specified in the City's notice, this Lease shall automatically terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of 30 days (to remedy) with respect to a subsequent similar default, instead the Lease shall terminate upon the giving of notice by the City

Unless agreed in writing signed by the City, the City's failure at any time to require performance by Lessee of any provision of this Lease shall not waive the City's right subsequently to enforce the same or any other provision or any other preceding or succeeding breach of any term or provision of this Lease. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act under this Lease.

This Lease shall automatically terminate in the event Lessee: becomes insolvent; is subject to a bankruptcy filing whether or not voluntary or involuntary; is subject to an assignment for the benefit of creditors or if a receiver is appointed; if Lessee fails in any manner to comply with any of the terms, covenants, or conditions of this Lease to be kept and performed by Lessee; or should Lessee, by any

act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage to the Property or the demised premises in any substantial manner.

If this Lease is terminated by the City, except termination due to expiration of the lease term, Lessee shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property.

Upon termination of this Lease, Lessee shall remove all personal property and livestock from the property and demised premises within 30 days from the date of termination. If Lessee fails to remove Lessee's personal property and livestock within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense and risk of which shall be Lessee's. Lessee hereby agrees that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Lessee. The City may also set off amounts owed under this Lease against proceeds of said sale.

SECTION THIRTEEN MEMBERS IN LIMITED LIABILITY COMPANY AND SUBLEASE

The City is entering into this Lease with VanWinkle Ranch LLC with the knowledge and reliance that Howard VanWinkle and Janie VanWinkle are the only members of the limited liability company. If the number of members or the members themselves change within the limited liability company, the City may terminate this Lease immediately or as soon thereafter as the City determines in its discretion appropriate. The City agrees that Janie and Howard VanWinkle's son, Dean VanWinkle may be included as a member of the limited liability company.

Lessee shall not sublet, assign or transfer any of Lessee's interests in this Lease, or enter into any contract or agreement affecting Lessee's interest in this Lease, without obtaining prior written approval of the City. The City may in its sole discretion withhold consent to subletting, assigning or transfer.

SECTION FOURTEEN DESTRUCTION

If the premises are damaged due to fire or other casualty, the City shall have no obligation to repair the improvements or to otherwise make the premises usable or occupiable; damages shall be at Lessee's sole and exclusive risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Lessee may terminate this Lease by giving Lessee's notice to the City that the Lease is terminated. The City may, however, at its election, apply the proceeds of any insurance obtained by Lessee for this purpose, to repair the damaged improvements. If insurance proceeds are not sufficient to fully restore improvements, then the City may, instead of repairing, retain the proceeds.

SECTION FIFTEEN HAZARDOUS SUBSTANCES

Lessee shall not use, store, generate, treat, transport or dispose of any hazardous substances on the Property except for the use and storage of pesticides, fertilizers and materials such as petroleum-based products used in normal farming and ranching operations. The terms "hazardous substances" shall mean any substance defined, regulated, or banned by federal, state, or local laws or regulations which might result in liabilities or responsibilities under CERCLA, RCRA, the Clean Water Act, the Federal Water Pollution Control Act, or any other federal or state environmental protection statutes, laws or regulations. Lessee's use and storage of pesticides, fertilizers, and materials such as petroleum-based products used in normal farming and ranching operations shall be in conformance with all

manufacturer's instructions and all applicable federal, state and local laws and regulations. Lessee shall not dispose of such pesticides, fertilizers, and materials such as petroleum-based products used in normal farming and ranching operations on the Property.

SECTION SIXTEEN PARTNERSHIP – TAXES

It is expressly agreed that this Lease is a lease and not the formation or creation of a partnership or joint venture and the City shall not be or become responsible for any debts contracted or imposed by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability or loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury, (including death), to persons or property caused by Lessee or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions, including attorney's fees. Lessee shall also pay and indemnify the City of Grand Junction, its officers, employees and agents against all liability and loss in connection with, and shall assume full responsibility for payment for all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to employees engaged in performance of this Lease.

SECTION SEVENTEEN CITY'S RIGHT TO BUYOUT

In the event the City determines to sell the property or to utilize it for other municipal purposes, other than to lease it for another agricultural operation, the City may, upon expiration of the fourth lease year April 30, 2024 and thereafter anytime during the remaining six years, have the right to terminate this lease by giving two years advanced written notice. In such event, Lessee shall be compensated in an amount equal to one-half the annual rent for the lease year in which the Lease is terminated.

In the event this Lease is terminated pursuant to Section 12, Lessee shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property.

SECTION EIGHTEEN NOTICES

All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, personally by hand or courier service, as follows:

To the City:
City of Grand Junction
Utilities Director
333 West Avenue
Building E
Grand Junction, CO 81501

With Copy to:
City of Grand Junction
City Attorney
250 N. 5th Street
Grand Junction, CO 81501

To Lessee:
Vanwinkle Ranch LLC
c/o Janie VanWinkle
2043 N Road
Fruita, CO 81521

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

SECTION NINETEEN PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

SECTION TWENTY GOVERNING LAW

In the event the City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay for the value or cost of such attorney fees, plus costs, including the costs of any experts. In the event a court of competent jurisdiction deems such previous sentence to be unenforceable, then the parties agree that each party shall pay for such party's own attorney fees unless such party has been determined to have acted in bad faith or frivolously. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue for any action arising out of or under this Lease or the non-performance thereof shall be in the District Court, Mesa County, Colorado.

SECTION TWENTY-ONE INUREMENT

The provisions of this Lease shall not inure to the benefit of the heirs, successors and assigns of the parties hereto. The obligation of the City to proceed with the terms and conditions of this Lease is expressly subject to the Council of the City approving and ratifying this Lease within thirty (30) days of execution of this Lease by the City Manager. If such approval is not obtained within said 30-day period, then this Lease shall be of no force and effect.

SECTION TWENTY-TWO ADDITIONAL PROVISIONS

The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

SECTION TWENTY-THREE ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties, and supersedes any and all prior negotiations, agreements, understandings, whether written or oral, related to the subject matter hereof. Any modification or amendment to this Lease shall be in writing and executed by all parties to the Lease.

SECTION TWENTY-FOUR
CITY COUNCIL APPROVAL

The execution of this Lease by the City Manager of the City of Grand Junction, Colorado, and the City's obligation to proceed under its terms and conditions is expressly conditioned upon and subject to the formal approval of the Grand Junction City Council with regard to the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with this Lease.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on the date indicated below.

ATTEST:

CITY OF GRAND JUNCTION

Wanda Winkelmann Date
City Clerk

Greg Caton Date
City Manager

LESSEE:

LESSEE:

VanWinkle Ranch LLC

VanWinkle Ranch LLC

Howard VanWinkle Date
Member of VanWinkle Ranch LLC

Janie VanWinkle Date
Member of VanWinkle Ranch LLC

**EXHIBIT A
PROPERTY DESCRIPTION**

The following land consisting of 3 parcels in the County of Mesa, State of Colorado:

PARCEL 1:

Situate in Township 2 South, Range 2 East of the Ute Meridian:

Section 25: The SE1/4 of the SW1/4,
The NW1/4 of the SE1/4,
All that part of the N1/2 of the SW1/4, the SE1/4 of the NW1/4, the S1/2 of the
NE1/4, and the NE1/4 of the NE1/4 lying Southerly and Easterly of Lands End
Road.

PARCEL 2:

Situate in Township 12 South, Range 98 West, 6th Principal Meridian:

Commencing at the SW Corner of Section 36, thence East along the South line of said Section 36 a distance of 660.00 feet to the True Point of Beginning, said point being the Southwest corner of that tract of land conveyed by instrument recorded in Book 1145, Page 824 in the office of the Mesa County Clerk and Recorder; thence S 89°55'31" E a distance of 3314.31 feet, more or less; thence N 00°59'04" E along a strand barbwire fence a distance of 529.82 feet, more or less, to an existing fence corner; thence N 84°34'44" W along said fence line a distance of 906.87 feet; thence continuing along said fence line, S 01°51'29" E a distance of 80.46 feet, more or less, to an existing fence corner; thence S 88°57'38" W along said fence line a distance of 412.29 feet; thence continuing along said fence line, S 89°28'22" W a distance of 916.30 feet, more or less, to an existing fence corner; thence N 50°54'21" W along said fence line a distance of 850.80 feet, more or less, to an existing fence corner; thence S 00°04'01" W along said fence line a distance of 1009.63 feet, more or less, to the True Point of Beginning.

PARCEL 3:

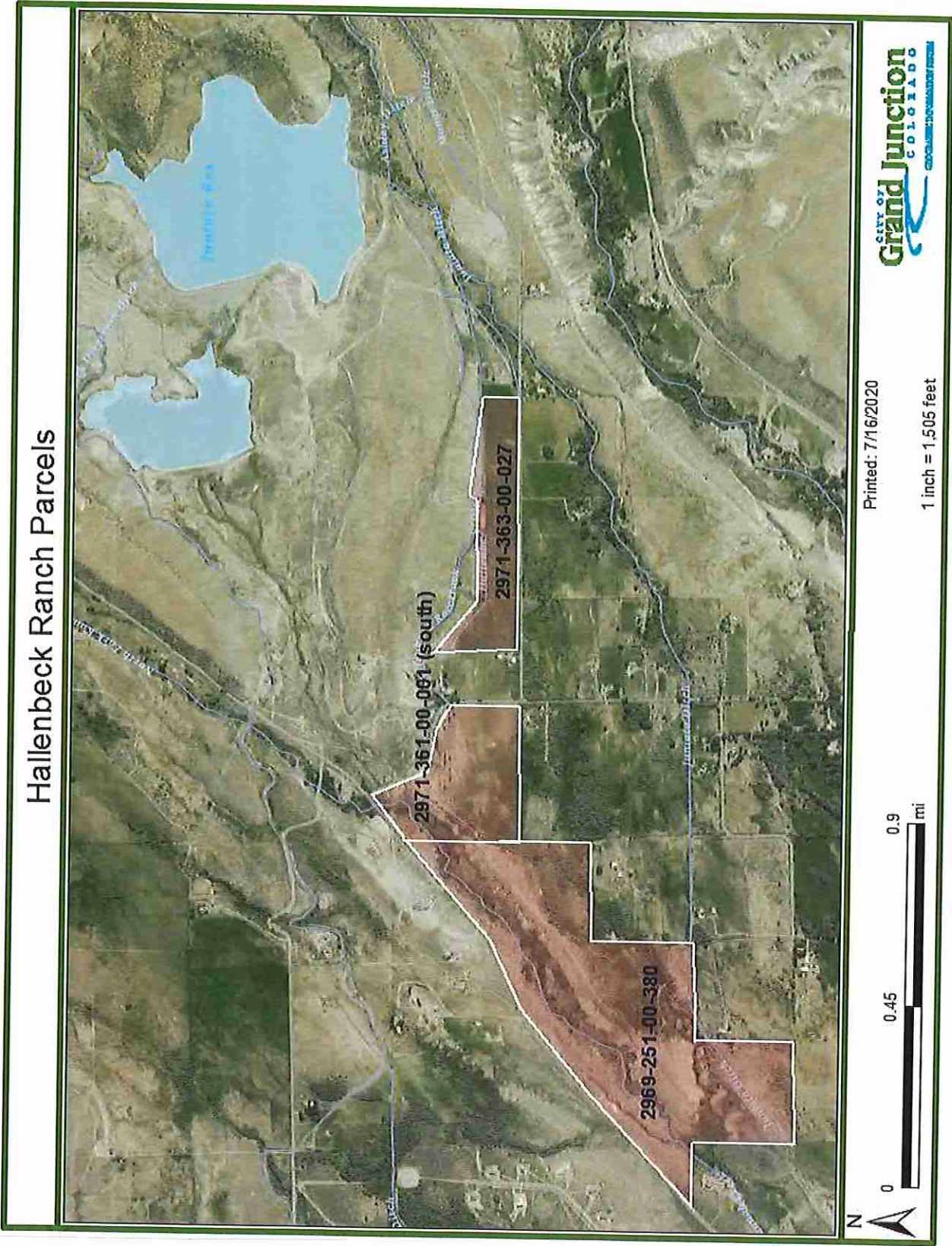
A parcel of land being a portion of a tract of land described in a deed filed under Reception Number 1044837, said parcel located in Government Lots 3 and 4, Township 12 South, Range 98 West of the 6th Principal Meridian, County of Mesa, and State of Colorado, and being described as follows:

That portion of said Government Lots 3 and 4 lying southerly of the Lands End Road Right-of-Way, a 100 foot right of way as described in a deed filed under Reception number 381285 AND lying southerly and westerly of the Divide Road Right-of-Way, a 60 foot right of way as described in a deed filed under Reception Number 1123140.

_____ City

_____ Lessee

**EXHIBIT B
HALLENBECK RANCH**



2969-251-00-380 PARCEL #1
2971-363-00-027 PARCEL #2
2971-361-00-001 PARCEL #3

____ CITY
____ LESSEE

Exhibit C

Water Rights

HALLENBECK RANCH

Water and water rights the City may make available to Lessee, if the City in its sole and absolute discretion determines that such water is to be made available to Lessee, may include up to:

- approximately 400 acre-feet of water from the Highline Ditch. This water is usually available from May 1 through June 28 of each year. Available flow rate ranges between 0.1 cubic feet per second ("cfs") and 7.0 cfs, and/or
- approximately 1,200 acre-feet of water from the Juniata Enlarged Ditch. This water is usually available from May 1 through June 15 of each year. Available flow rate ranges between 0.1 cfs to 26.0 cfs, and/or
- approximately 200 acre-feet of reservoir water from the City's Reservoirs. This water is usually available from July 1 through October 15 of each year, and/or
- the City's share of the #2 water right on Kannah Creek for 1.37 cfs appropriated on 11/1/1884; adj. 7/25/1888 (Case # 1148)

_____ City

_____ Lessee

Hallenbeck Ranch Lease

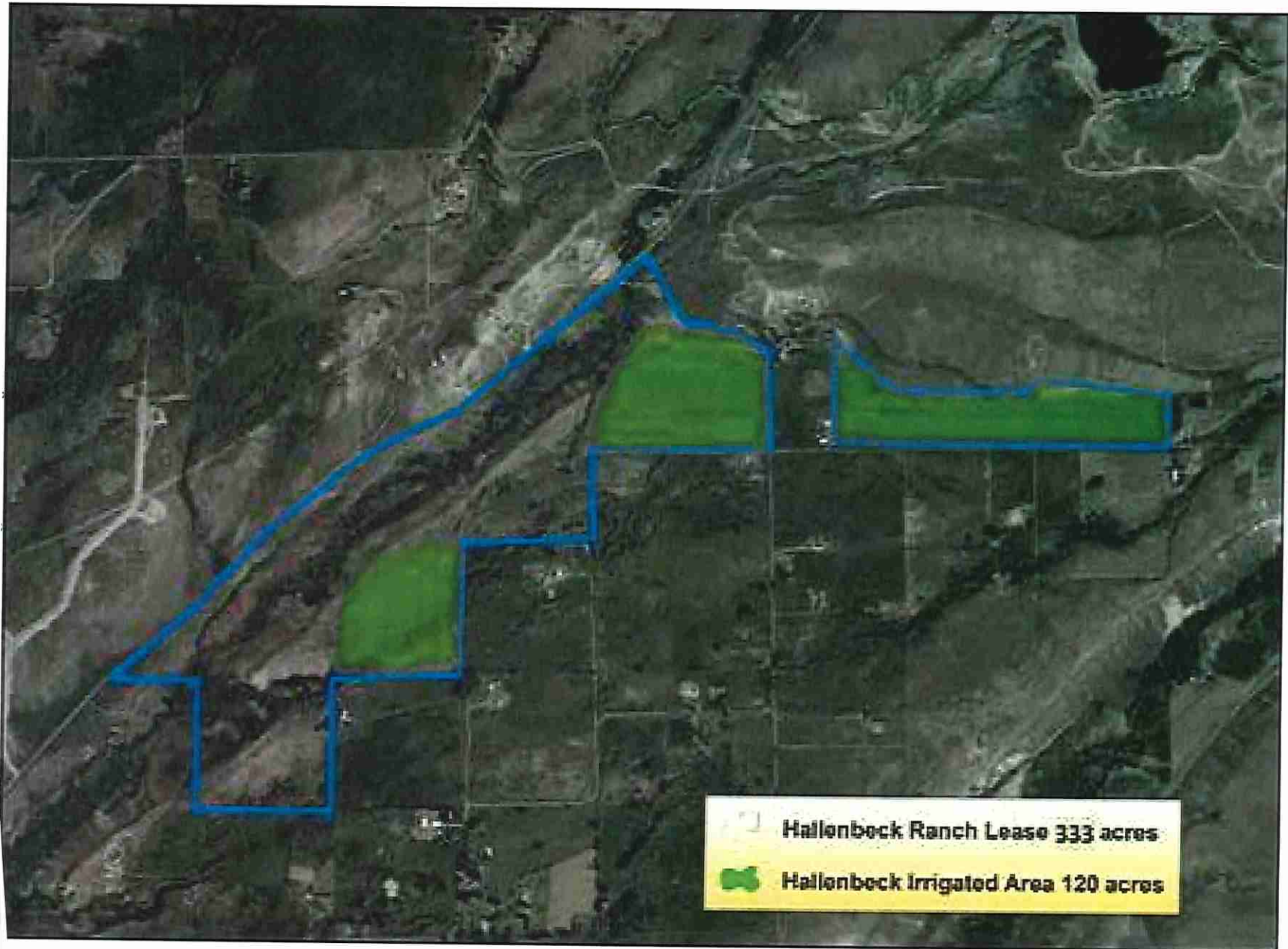


EXHIBIT D
HALLENBECK RANCH
IRRIGATED ACREAGE

CITY

LESSEE

Appendix A

Hallenbeck Ranch Lease:

Performance Objectives:

General

1. Lessee will utilize the City lands for grazing as appropriate and as outlined in the annual grazing plan submitted to City each December. Cattle trespass situations shall be dealt with promptly. Failure to respond within a 48-hour period after receiving notification of a trespass situation may result in notice to the Lessee of forfeiture of the lease as outlined in Section 12 of this Lease.
2. Water available to City lands, either by *direct* flow or *stored* water, will be utilized by the Lessee to the fullest extent possible, not wasted. Return flows from City lands will be minimized to the extent possible. Flows will be measured where weirs are installed and recorded by the Lessee as flows change at the head-gates to ditches feeding City lands and, in the laterals, feeding various irrigated pastures. This usage will be recorded in a manner directed by the City when requested. This data will be subject to review at the management meeting held in May of each year between the City Utilities Department and the Lessee. Water conservation practices and improvements are important for the Lessee to undertake as, from time to time, water will be removed from ranch lands for other decreed purposes.
3. The Lessee is responsible for improvements to leased properties as stated in the Lease. Work of a permanent nature either to buildings or land is subject to City approval. This includes but is not limited to new roads, new fences, new ditches, woodcutting and drainage improvements. These can be discussed at the annual meeting or at other times arranged between the City and the Lessee.
4. Subleases to or use of City buildings by individual(s), other than the Lessee, must be approved in advance by the City Utilities Department. Reimbursements for the sublease, either monetarily or in exchange for services, must be approved by the City.
5. Lessee will utilize the National Resources Conservation Service (NRCS) and will take advantage of appropriate land and water programs available through NRCS. This will include developing a Comprehensive Resource Management Plan (CRMP) for the Property in collaboration with NRCS and other agencies and stakeholders. Permanent land and water projects, proposed by the Lessee, will be reviewed for funding from NRCS.

_____ City

_____ Lessee

6. Lessee will cooperate financially with the City, Mesa County and others in a long-term project to control and eliminate the spread of noxious weeds on City lands. This includes the spread of Russian Olive and Tamarisk trees. Noxious weeds are defined as those on the Mesa County list of noxious weeds. This item will be an agenda item on the annual management meeting held in May of each year.

7. Relationships with neighboring landowners and water users are important to the City of Grand Junction. Cordial relationships with other private and public landowners is material to continued use of City lands for water development purposes. Lessee will take special care to work with neighboring landowners and users on all grazing, water, weed, and fencing issues.

8. Public Education and Outreach – Lessee shall provide and/or participate in public education and outreach programs that may include:

- Hosting Colorado Competitive Council (C3), a branch of the Denver Metro Chamber of Commerce
- Offering a New Dimensions class for citizens 50+ to learn about local beef production and how it contributes to our local communities
- Hosting Grand Junction Toastmasters Club to learn about the ecology of our local landscape and how beef production contributes to our community
- Hosting the John McConnel Center for children to learn about where the municipal water supply
- Hosting Western Colorado Community College (WCCC) Animal classes to learn about beef production in Western Colorado
- Host various political candidates to learn about Agricultural issues in our State and County
- Work with Colorado State University Extension, WCCC, CSU Animal Science Department, and local veterinarians on projects that would benefit local producers
- Develop a public access trail on Parcel 1 that includes interpretative signage that provides education about sustainable agriculture practices and wildlife management

Public education and outreach programs shall be scheduled with City staff to allow sufficient time for appropriate communications with the public and/or news media.

9. Public Recreation – Lessee shall participate in developing public recreation facilities on the Property that may include a recreation/education trail and fishing on the Purdy Mesa No. 2 reservoir. Lessee's participation shall include assisting with developing content for interpretative signage, installing and maintaining fences, and assisting/completing grant applications, and coordinating with City staff, Colorado Parks and Wildlife, and other agencies.

_____ City

_____ Lessee

No.	Project	City Funds	City Labor	Lessee Funds	Lessee Labor	Grant Funding	CITY	LESSEE
1	Irrigation improvements on Racetrack area		X		X	X		
	Plan improvements and apply for NRCS grant							
	Engineer design of improvements							
	Construction of improvements							
2	Corral and Cattle Load Chute			X	X			
3	Dam improvements to Purdy Mesa No. 2 Reservoir	X	X			X		
	Engineer design of improvements							
	Construction of improvements							
4	Recreational Fishing, Hiking trail and public parking		X		X	X		
	Develop plan with CPW and identify available grants							
	Fish stocking plan with CPW							
	Fishing access areas							
	Hiking trail and public parking							
	Public access fences							
	Education signage							
5	Irrigation improvements to area downstream of Purdy Mesa No. 2		X		X	X		
	Evaluate feasibility of irrigation improvements							

No.	Project	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Irrigation improvements on Racetrack area										
	Plan improvements and apply for NRCS grant										
	Engineer design of improvements										
	Construction of improvements										
2	Corral and Cattle Load Chute										
3	Dam improvements to Purdy Mesa No. 2 Reservoir										
	Engineer design of improvements										
	Construction of improvements										
4	Recreational Fishing, Hiking trail and public parking										
	Develop plan with CPW and identify available grants										
	Fish stocking plan with CPW										
	Fishing access areas										
	Hiking trail and public parking										
	Public access fences										
	Education signage										
5	Irrigation improvements to area downstream of Purdy Mesa No. 2										
	Evaluate feasibility of irrigation improvements										

CITY

LESSEE

GRAZING SCHEDULE

Signature			Printed Name		Date	
Reason for nonuse:	Approved	Disapproved (Decision Required)	Signature of City			Date

..... LESSEE



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: June 2, 2021

Presented By: Jace Hochwalt, Senior Planner

Department: Community Development

Submitted By: Jace Hochwalt, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning Three Parcels Totaling Approximately 2.49 Acres from R-2 (Residential - 2 units/acre) to R-12 (Residential - 12 units/acre) Located at the Southwest Corner of 26 ½ Road and Northacres Road

RECOMMENDATION:

Planning Commission heard this request at its May 11, 2021 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Vortex Engineering and Architecture Incorporated, acting on behalf of the property owner, WDM Corporation, is requesting the rezone of three parcels totaling approximately 2.49 acres from R-2 (Residential - 2 units/acre) to R-12 (Residential - 12 units/acre) located at the southwest corner of 26 ½ Road and Northacres Road. The requested R-12 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium.

BACKGROUND OR DETAILED INFORMATION:

The proposed rezone comprises three parcels totaling 2.49 acres situated at the southwest corner of 26 ½ Road and Northacres Road. The parcels are part of the Northacres Subdivision, which was a seven-lot residential subdivision recorded in 1965. The subject parcels are currently zoned R-2 (Residential – 2 units/acre) and have remained vacant since they were subdivided in 1965.

The site is surrounded primarily by residential and church uses. Adjacent to the north is

the American Lutheran Church and Four Pines Subdivision (10-lot subdivision zoned R-2). To the south is the Northacres Subdivision, the Solstice Senior Living Center (approximate density of 6.2 units/acre), vacant land with an approved plan proposed as the Village Co-op Senior Apartments (proposed density of 17.3 units/acre). To the east is the St. Paul Evangelical Lutheran Church, Capella at Grand Junction Assisted Living Facility (approximate density of 8.8 units/acre). To the west is the Grand Valley canal, followed by vacant School District 51 property and the Northridge Estates Subdivision (zoned R-4). In addition, to the southeast of the site there are two residential condominium developments: the Glen at Horizon Drive Condos (approximate density of 9.5 units/acre) and the Westwood Estates Condos (approximate density of 12.4 units/acre).

As indicated, the subject site is currently zoned R-2 and sits vacant. This area was identified in the 2010 Comprehensive Plan as having a future land use designation of Residential Low, which could support up to 5 units/acre. In late 2020, the 2020 One Grand Junction Comprehensive Plan was adopted, which reclassified the subject property and surrounding area to the Residential Medium land use classification, which would support a zoning density range from 5.5 to 12 units/acre. The current land use classification is based on a number of factors. Infill development was a key topic of discussion throughout the nearly 2-year public process of developing the 2020 Comprehensive Plan. This process included hundreds of city and non-city residents providing input into how Grand Junction should grow looking at the next 10 to 20 years and beyond. As such, growing inward and concentrating growth within the existing urban areas and service centers became a priority for the purposes of mitigating sprawl and greenfield development on the fringes of the City limits. The subject site has existing infrastructure services and is near existing employment and commercial centers. In addition, 26 ½ Road will be widened to a three-lane section from Horizon Drive to Summer Hill Way, with dedicated bike lanes and a sidewalk as part of the Referred 2A Ballot Measure that passed in November of 2019. This project is expected to begin within the next few years and will provide better pedestrian access and circulation to the site.

A topic brought up by some nearby residents was the possibility of a bridge connection that would connect Northridge Drive to Northacres Road over the Grand Valley Irrigation Canal. The bridge connection is not a part of the rezone proposal. Instead, any bridge connection would be contingent on the development of the subject parcels, and more importantly, the development of the vacant School District 51 property adjacent to the west. If the properties do not develop, or develop in a fashion where a secondary connection into the North Ridge Subdivision is not warranted, the bridge connection may never occur.

Another topic of discussion from neighborhood residents was how and if Sage Court will be improved, and if access will be changed for the existing residences in the

Northacres Subdivision. The proposed rezone will not spur any improvements to Sage Court. Depending on the future development of the subject site, Sage Court will likely be built out, and the existing gravel access off 26 ½ Road will be eliminated. This existing access to the Northacres Subdivision is not a public right-of-way, there appears to be no ingress/egress easements in place, and it does not meet city standards per the Traffic Engineering Design Standards (TEDS).

As the site currently sits, each of the three parcels could be developed to R-2 standards, which would indicate that each lot could contain one single-family residence. The Applicant provided no proposed development plans for the subject site, however, if the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process. This would likely be in the form of a Major Site Plan Review or Major Subdivision Review, depending on the proposal.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on April 14, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant and City staff were present, along with approximately 35 area residents who attended the meeting. After the Applicant provided a presentation of the proposal, neighbors addressed their concerns related to density, traffic impacts, the possible connection of Northacres Road and Northridge Drive, and the 2020 One Grand Junction Comprehensive Plan land use designations and implementation process.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on March 31, 2021. 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, as well as neighborhood associations within 1000 feet, on April 30, 2021. The notice of the Planning Commission public hearing was published on May 4, 2021 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

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

The recently adopted 2020 One Grand Junction Comprehensive Plan identifies the

subject properties as having a land use designation of Residential Medium. The Residential Medium category supports a residential density range of 5.5 to 12 units per acre. As such, supported zone districts include the R-8 (Residential - 8 units/acre) and R-12 (Residential - 12 units/acre) zone districts. While the current zoning designation of R-2 was supported by the previous 2010 Comprehensive Plan (which categorized the subject parcels as Residential Low), it is no longer supported per the newly adopted Comprehensive Plan.

Infill development was a key topic of discussion throughout development of the 2020 One Grand Junction Comprehensive Plan. This process included hundreds of city and non-city residents providing input into how Grand Junction should grow moving forward, looking at the next 10 to 20 years and beyond. Growing inward and concentrating growth within the existing urban areas and service centers became a priority for the purposes of mitigating sprawl and greenfield development on the fringes of the City limits. Given the site location, nearby existing employment centers with ample infrastructure and existing services, it was determined that the subject site was conducive to a Residential Medium land use designation.

While the site can be developed under its current zoning designation of R-2, the adoption of the 2020 One Grand Junction Comprehensive Plan has invalidated the original zoning premise. 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

As previously indicated, the subject site was platted as part of the Northacres Subdivision, which is a seven-lot residential subdivision recorded in 1965. The other lots within the subdivision were built out between 1940 and 1980. Nearby, there has been some recent development activity. The Capella at Grand Junction Assisted Living Facility is the newest development in the area and was constructed in 2016. This development is adjacent to the east of the subject site, and has an approximate density of 8.8 units/acre. The American Lutheran Church, adjacent to the north was constructed in 2007. The other residential uses nearby were constructed at or before 2002. It is also noteworthy to mention that the Village Co-op Apartments are proposed a short distance south of the subject site. This development has a proposed density of 17.3 units/acre and will be catered (but not exclusive) to senior citizens. The development has been conditionally approved, but no planning clearance has been issued due to a holdup for stormwater permit issuance. In addition, 26 ½ Road will be widened to a three-lane section from Horizon Drive to Summer Hill Way, with dedicated bike lanes and a sidewalk as part of the Referred 2A Ballot Measure that passed in November of 2019. This project has been funded, and is expected to begin within the next few years and will provide better pedestrian access to the site.

With that said, staff believes it is premature to conclude that the character or condition of the area has changed. 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

The subject property is within an urbanized area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the R-12 zone district. The type and scope of land-use allowed within the R-12 zone district is similar in character and extent to the existing land-use of some nearby properties, which contain a mix of large lot single family, small lot single family, condos, and apartments. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Commercial and employment opportunities such as Saint Mary's Regional Hospital (second largest employer in Grand Junction), retail, general offices, and medical offices are less than half a mile from the subject site along Patterson Road. Additionally, multi-modal access to the site is sufficient, and will expand in the next five years due to the passage of the Referred 2A Ballot Measure that passed in November of 2019. In addition, there are multiple Grand Valley Transit (GVT) routes and bus stops in close proximity. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process. Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

The City is broadly in need of medium-density residential zoning if it is to accommodate anticipated growth in population while retaining housing accessibility. Infill, of which the subject property is a prime example, is a central strategy for meeting housing needs as outlined in the 2020 One Grand Junction Comprehensive Plan. While there may not be a lack of vacant land within the City's Urban Development Boundary, the Comprehensive Plan explicitly identifies the relative lack of land with existing infrastructure suitable for infill development and urban intensification. In addition, the R-12 zone district is least common residential zone district, only accounting for 0.4% of all land within the City of Grand Junction. Of that land zoned R-12, there is less than six acres that sits vacant.

The Applicant has not expressed a specific proposal at this time. However, there is a shortage of infill lots that could accommodate the housing types and density range within the R-12 zoning designation. This is particularly important not only to allow more density, but to act as a buffer between the Residential High land use designation to the south and southeast, and Residential Low land use designation that surrounds to the

north, east, and west. Based on these considerations, staff finds that this criterion has been met.

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

The community and area will benefit from this proposed rezone request by allowing a higher residential density range at an infill location north of the City Center already well-served by transportation infrastructure, utilities, and other community facilities, and is within close proximity to commercial and employment centers. As such, staff finds this criteria has been met.

The rezone criteria provide the City must also find the request is consistent with the vision, goals, and policies of the Comprehensive Plan. Staff has found the request to be consistent with the following goals and policies of the Comprehensive Plan:

Plan Principle 3.1.b. Intensification and Tiered Growth – Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers.

- i. Tier 1: Urban Infill
- ii. Tier 2: Suburban Infill
- iii. Tier 3: Rural Areas and County Development

Plan Principle 5.1.c. Housing Types – Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Paxton Valley Rezone, RZN-2021-183, rezoning three parcels totaling 2.49 acres from R-2 (Residential 2 units/acre) to R-12 (Residential 12 units/acre) for the property located at the southwest corner of 26 ½ Road and Northacres Road, 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, Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move (adopt/deny) Ordinance No. 5000, an ordinance rezoning three parcels of land totaling approximately 2.49 acres from R-2 (Residential 2 units/acre) to R-12 (Residential 12 units/acre) located at the southwest corner of 26 ½ Road and Northacres Road on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Application Packet Dated March 12, 2021
2. Exhibit 2 - Maps and Exhibits
3. Exhibit 3 - Neighborhood Meeting Documentation
4. Exhibit 4 - Public Correspondence Through May 27
5. Exhibit 5 - Proposed Zoning Ordinance 052121

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
for
Northacres Rezone**

Date: March 2, 2021

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051
VEAI# F20-114

Submitted to: City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Type of Design: Rezone

Property Owner: WDM Corporation
2525 N. 8th Street
Grand Junction, CO 81501

Applicant: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501

Property Address: No assigned addresses
3 lots on Northacres Road
Grand Junction, CO 81506

Tax Parcel No: 2945-023-13-001
2945-023-13-002
2945-023-13-003

1. Project Intent

This application is made to request a rezone of three lots on Northacres Road from the R2 zone district to the R12 zone district, which supports the recently adopted 2020 Comprehensive Plan. The applicant's intent is to prepare the property for future residential development in a manner that is consistent with the goals and policies of the recently adopted 2020 Comprehensive Plan.

2. Project Description

The subject property includes 3 individual lots (with no assigned addresses) located on the south side of Northacres Road between 7th Street to the east and the Grand Valley Canal to the west. The property is approximately 2.49 acres. A portion of the Sage Court right-of-way is located between two of the three lots on the west end toward the Grand Valley Canal. The Sage Court right-of-way has never been constructed.



Legal Description

The legal description of TPN #2945-023-13-001 is:
LOT 1 NORTHACRES SUB SEC 2 1S 1W

The legal description of TPN #2945-023-13-002 is:
LOT 2 NORTHACRES SUB SEC 2 1S 1W

The legal description of TPN #2945-023-13-003 is:
LOT 7 NORTHACRES SUB SEC 2 1S 1W

3. Public Notice

On Monday, March 1, 2021, a Neighborhood Meeting was held via Zoom in accordance with the City's COVID-19 policy. A presentation of the rezone request was made by the applicant; information regarding the City's review process for a rezone request was also presented including opportunities about how citizens can participate and provide comments throughout the City's review process.

The meeting was well attended by approximately twenty-eight citizens. The following is a synopsis of the primary concerns raised during the meeting:

- Concern with current and future traffic impacts
- The current condition and future extension of Northacres Road
- Recent notification by the City of vacation of resident's existing driveway easement
- Concern with the request to rezone to R12 and the allowable density
- Concern with an existing irrigation easement
- Concern about extending Northacres Road over the canal with construction of a bridge

The meeting was held from 5:30 pm to 7:36 pm.

Public notice for this application will be provided in accordance with Sec. 21.02.080(g) of the Grand Junction Municipal Code, including posting the subject property on all public rights-of-way.

4. Comprehensive Plan

In January 2020, the Grand Junction City Council adopted a new Comprehensive Plan and a Future Land Use map that shows the type of anticipated development for the next 10-15 years in the City and within the Urban Development Boundary. All new development must be consistent with the new Comprehensive Plan and Future Land Use map.

The Comprehensive Plan's Future Land Use Map shows the subject property as Residential Medium which anticipates residential development with a density range between 5.5 to 12 dwelling units per acre. The R8 and R12 are the only zone districts implement this land use classification.

The current zoning of the subject property is R2 which was based on the older **2010** Comprehensive Plan and Future Land Use map. It will be necessary for the property to be

rezoned in order to achieve the type of development anticipated by the current 2020 Comprehensive Plan.

The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

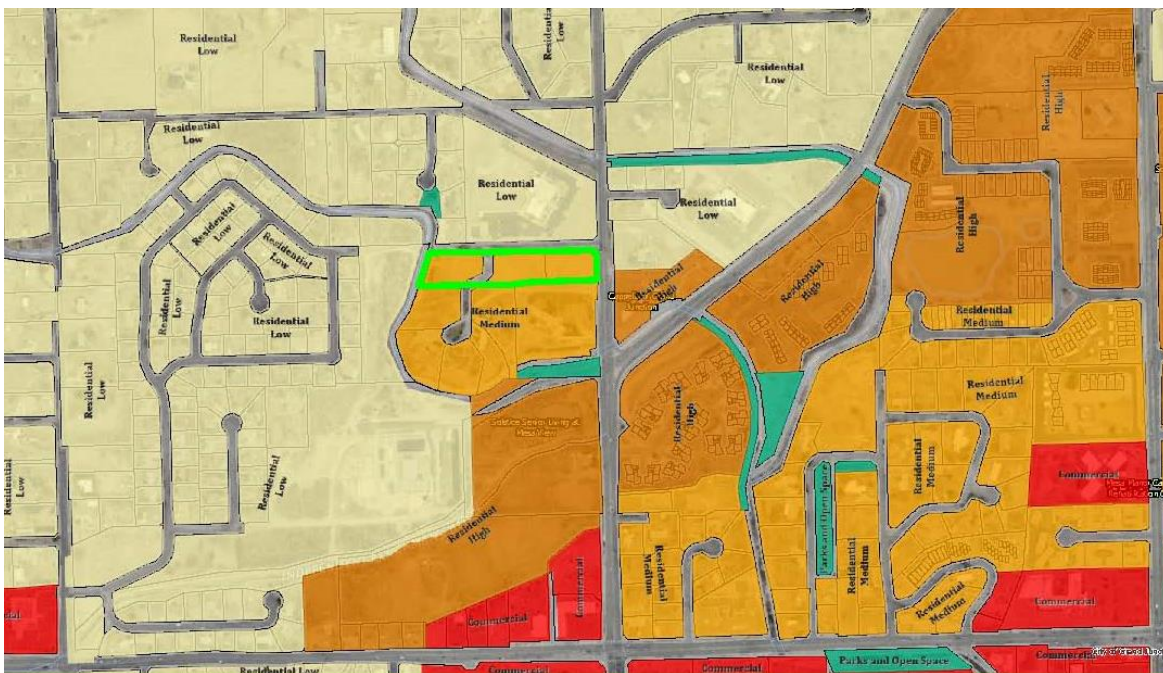
Plan Principle 3: Responsible and Managed Growth

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Policy 1. Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Policy 1-C: HOUSING TYPES. Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.



5. Zoning and Surrounding Areas

The applicant is requesting a rezone from the current R2 (Residential, 2 du/ac) zone to the R12 (Residential, 8-12 du/ac) zone district. This request is consistent with the 2020 Comprehensive Plan's Future Land Use Map classification of Residential Medium which seeks to achieve a variety of housing types, particularly near areas of employment and services.

Surrounding area zoning and land uses include:

North – R1 and R2 with a large church and single-family residential land uses

South – R2 with single-family residential land uses

West – R4 with vacant land use

East – R4 and Planned Development (PD) with a large church and single-family residential land uses

Note: Existing zoning is based on the previous Growth Plan and the 2010 Comprehensive Plan Future Land Use map. The majority (but not all) of existing residential housing units in this area were constructed in the mid-1980s to early 1990's. Since that time, development on the Patterson Road and 7th Street corridors has increased substantially with employment centers, professional and personal services and medical services. The expansion of the employment centers has increased the demand for housing in the vicinity of the applicant's property. Creating housing that is within walking distance or a short commute to employment and service centers is consistent with the vision and goals of the 2020 Comprehensive Plan.



It will be necessary for the property to be rezoned in order to achieve the type of development anticipated by the current 2020 Comprehensive Plan. The R8 and R12 are the only zone districts implement this land use classification.

6. Utility Providers

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the development have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve development on this site.

Utility providers for the site are as follows:

Sewer: City of Grand Junction/Persigo Wastewater Treatment Plant

Water: Ute Water Conservation District

Drainage: Grand Valley Drainage District

Electric: Xcel Energy

Irrigation: Grand Valley Irrigation Company

All utilities shall be constructed to the standards and specifications of the service provider at the time of construction.

7. Drainage

The drainage and stormwater management will be addressed at the time of actual development of the site.

8. Wetlands and Floodplain

There are no known wetlands or floodplains associated with the subject property.



9. Approval Criteria

Section 21.02.140(a), Approval Criteria, states that 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: Adoption of the 2020 Comprehensive Plan changed the Future Land Use classification of the subject property and substantially increased the anticipated density of the area in response to the need for a variety of housing types in the community. The Plan recognizes the need for more efficient development that grows inward and upward in the core of the City in areas near employment and service centers such as along Patterson Road and 7th Street. The land use classification of Residential Medium is implemented by the R8 and R12 zone districts. In order to meet the anticipated density of the new 2020 Comprehensive Plan, it will be necessary to rezone the subject property.

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

Response: The intent of the 2020 Comprehensive Plan is to encourage infill development of vacant and under-utilized parcels within the City, and to increase density in areas with existing infrastructure for more efficient development. Although this area has seen increased development with construction of the Lutheran Church to the north and the Capella Assisted Living facility to the east, the area is better characterized as being in transition between the lower density single-family residential trends from twenty to thirty years ago, to the current housing trends of increased density (or intensity with nonresidential uses). This rezone request is consistent with the recently adopted 2020 Comprehensive Plan that seeks a variety of housing types, encourage infill and efficient development.

This criterion has been met.

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

Response: There are public and community facilities to serve the future development of the subject property. Medical, educational, retail sales and personal services are all within walking distance of the site; pedestrian and bicycle trails on the nearby canal and streets provide easy recreation opportunities; grocery stores and additional restaurants are within 1-2 miles of the site. There are many services and facilities that are within a walkable distance from the subject property.

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

Response: A review of the Future Land Use map and the City's current zoning map indicates that there is very little medium high to high density zoned land within the City; the

majority of land is zoned for lower to medium density. The community and City Council undertook a months-long process to review and discuss the housing needs of the community prior to adoption of the new Plan. The recently adopted 2020 Comprehensive Plan which changed the land use classification for the subject property demonstrates that more density will be needed if the City is to achieve its goals for a variety of housing types. Rezoning to the R12 will support the new Comprehensive Plan and is consistent with many of its goals and policies including Principle 5, Policies 1 and 1C specifically.

This criterion has been met.

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

Response: The community will derive the benefit of higher density residential development that is in close proximity and walking distance to employment centers such as St. Mary's hospital, numerous medical offices, out-patient surgical facilities and other small retail and personal service employers and places of business.

More compact development will provide more housing variety and efficient use of existing infrastructure, thereby reducing urban sprawl and the cost to maintain urban infrastructure which is a benefit to the overall community.

This criterion has been met.

10. Development Schedule

A development schedule for the subject property will be included with a development application at the time of development.

11. Conclusion

After demonstrating how the proposed rezone request from the R2 to R12 zone district meets the goals and policies of the 2020 Comprehensive Plan and the approval criteria of the Zoning and Development Code, the applicant respectfully requests approval of the request to rezone to the R12 zone district.

12. Limitations/Restrictions

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

Legal Description (Paxton Valley Development)

**The legal description of TPN #2945-023-13-001 is: LOT 1 NORTHACRES SUB SEC 2
1S 1W**

**The legal description of TPN #2945-023-13-002 is: LOT 2 NORTHACRES SUB SEC 2
1S 1W**

**The legal description of TPN #2945-023-13-003 is: LOT 7 NORTHACRES SUB SEC 2
1S 1W**

March 2, 2021

Grand Junction Planning Dept.
Jace Hochwalt, Senior Planner
250 N. 5th Street
Grand Junction, CO 81501

RE: Neighborhood Meeting -
Paxton Valley Development Rezone
Date: Monday, March 1, 2021
Time: 5:30 p.m. – 7:36 p.m.
Location: Virtual meeting via ZOOM

Dear Jace,

On Monday, March 1, 2021, a Neighborhood Meeting was held from 5:30 – 7:36 pm via Zoom Meeting for the proposed Paxton Valley Development Rezone. An overview of the proposed rezone from R2 to the R12 zone district was presented by Stephen Swindell of Vortex Engineering, Inc.

The meeting was attended by Jace Hochwalt, Senior Planner with the City of Grand Junction, Stephen Swindell and Adam Asgari from Vortex Engineering, and twenty-eight area residents.

The following is a synopsis of the primary concerns raised during the meeting:

1. Concern with current and future traffic impacts
2. The current condition and future extension of Northacres Road
3. Recent notification by the City of vacation of resident's existing driveway easement
4. Concern with the request to rezone to R12 and the allowable density
5. Concern with an existing irrigation easement
6. Concern about extending Northacres Road over the canal with construction of a bridge

Mr. Swindell addressed the questions from the residents and Jace Hochwalt provided information regarding the City's adoption of the 2020 Comprehensive Plan, the review process to rezone property and how citizens can participate in that process. After discussion of the proposed rezone request the meeting was closed at 7:36 p.m.

Should you have any questions regarding the neighborhood meeting, please do not hesitate to contact me at 970-245-9051, or by email at rjones@vortexeng.us.

Sincerely,



Robert W. Jones II, P.E.
Vortex Engineering, Inc.

cc: File

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) WDM Corporation ("Entity") is the owner of the following property:

(b) Lots 1, 2, and 7, Northacres Subdivision, Section 2, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado

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

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

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

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

☒ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Development Application for Rezone
I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e)

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: William D. Merkel, President

Printed name of person signing: William D. Merkel, President

State of Colorado)

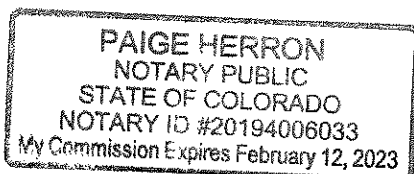
County of Mesa) ss.

Subscribed and sworn to before me on this 26 day of March, 2021

by William Merkel

Witness my hand and seal.

My Notary Commission expires on Feb 12, 2023



Paige Herron
Notary Public Signature

WARRANTY DEED

Grantor(s).

PATRICIA MORTON-KEPHART,

whose address is 545 North Avenue, Grand Junction, 81501

*County of Mesa, State of

Colorado, for the consideration of
SEVENTY THOUSAND AND NO/100 (\$70,000.00)-----
dollars, in hand paid, hereby sell(s)

BOOK 2016 PAGE 438

1657352 03:06 PM 10/19/93
MONIKA TODD CLK&REC MESA COUNTY CO
DOC \$ 7.00

and convey(s) to WDM CORPORATION, A COLORADO CORPORATION,

whose legal address is 2525 North 8th Street, Grand Junction, Colorado 81501

County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of

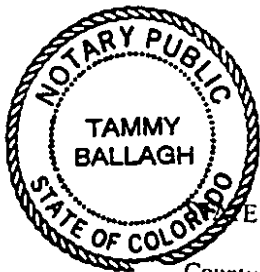
Colorado, to wit: Lots 1, 2, and 7 in
NORTHACRES SUBDIVISION,
Mesa County, Colorado

Together with any and all water, water rights, ditches and ditch rights there-
unto appertaining and/or used in connection therewith

also known by street and number as Vacant Land on Sage Court, Grand Junction, Colorado

with all its appurtenances, and warrant(s) the title to the same, subject to 1993 taxes due and payable in
1994 and subsequent years; easements; reservations; restrictions; and rights of
way of record, if any.

Signed this 15th day of October, 1993,



County of Colorado,

County of Mesa

} ss.

Patricia Morton-Kephart

The foregoing instrument was acknowledged before me this 15th day of October, 1993,
by Patricia Morton-Kephart.

My commission expires February 2, 1994. Witness my hand and official seal.

Tammy Ballagh
Notary Public

*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

RECEPTION#: 2907307, at 12/19/2019 3:22:39 PM, 1 of 2

Recording: \$18.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

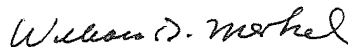
STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
W & D Merkel Family Limited Liability Limited Partnership
2. The type of entity is a:

☐ Corporation ☐ Nonprofit Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐	☐ Registered Limited Liability Partnership ☒ Registered Limited Liability Limited Partnership ☐ Limited Partnership Association ☐ Government or Governmental Subdivision or Agency ☐ Trust
--	--
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is **2525 No. 8th Street, Grand Junction, CO 81501**
5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is

William D. Merkel – General Partner
6. The authority of the foregoing person(s) to bind the entity: x is not limited _____ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property: **N/A**
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.²
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 17 day of December, 2019



William D. Merkel, General Partner

¹ This form should not be used unless the entity is capable of holding title to real property.
² The statement of authority must be recorded to obtain the benefits of the statute.

RECEPTION#: 2907307, at 12/19/2019 3:22:39 PM, 2 of 2

Recording: \$18.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

State of **Colorado**)
 County of Mesa)ss)

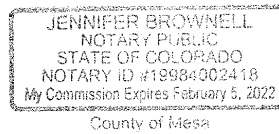
The foregoing instrument was acknowledged before me this 17 day of December, 2019
 by **William D. Merkel, General Partner of W & D Merkel Family Limited Liability Limited Partnership**

Witness my hand and official seal.

My commission expires: 2/5/22

J. Brownell
 Notary Public

WHEN RECORDED RETURN TO: _____



RECEPTION#: 2851997, at 8/22/2018 2:26:28 PM, 1 of 1

Recording: \$13.00, Sheila Reiner, Mesa County, CO. CLERK AND RECORDER

STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named
WDM Corporation
And is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a: **corporation**
3. The mailing address for the entity is:
2525 N. 8th Street, Grand Junction, CO 81501
4. The entity is formed under the laws of: **Colorado**
5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
William D. Merkel, President Darlyne Merkel, Secretary
6. The authority of the foregoing person(s) to bind the entity is ☒ Not limited OR ☐ Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property:
None

Dated this 21st day of August, 2018

WDM Corporation, a Colorado corporation

By:

William D. Merkel, President**Darlyne Merkel, Secretary**State of Colorado)

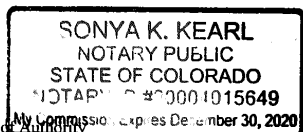
) ss.

County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of August, 2018, by **William D. Merkel, as President and Darlyne Merkel, as Secretary of WDM Corporation, a Colorado corporation.**

Witness my hand and official seal.

Notary Public



Statement of Authority
Order No. 53230SK

Sheila Reiner, Mesa County Treasurer
544 Rood Ave - Grand Junction CO 81501
Dept. 5027 - PO Box 20,000 - Grand Junction CO 81502-5001
Phone Number: (970) 244-1824

Account Number R052516

Parcel 294502313001

Acres 0.000

Assessed To

WDM CORPORATION
 2525 N 8TH ST
 GRAND JUNCTION, CO 81501-8845

Legal Description

Situs Address

LOT 1 NORTHACRES SUB SEC 2 1S 1W

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$1,892.84	\$0.00	\$0.00	\$0.00	\$1,892.84
Total Tax Charge					\$1,892.84
Grand Total Due as of 03/09/2021					\$1,892.84

Tax Billed at 2020 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5020000	\$13.83	RESIDENTIAL VACANT LOTS	\$95,000	\$27,550
MESA CNTY ROAD & BRIDGE-GRA	0.2740000	\$7.55			
CITY OF GRAND JUNCTION	8.0000000	\$220.40	Total	\$95,000	\$27,550
GRAND RIVER MOSQUITO CTRL	1.3620000	\$37.52			
GRAND VALLEY DRAINAGE DIST	1.8560000	\$51.13			
LIBRARY DISTRICT	3.0230000	\$83.28			
COUNTY - DEVELOP DISABLED	0.2570000	\$7.08			
COUNTY GENERAL FUND	9.4580000*	\$260.59			
COUNTY ROAD & BRIDGE-1/2 LE	0.2740000	\$7.55			
SOCIAL SERVICES	1.6860000	\$46.45			
COUNTY TRANSLATOR TV FUND	0.0280000	\$0.77			
SCHOOL DIST# 51 GENERAL	24.3930000*	\$672.03			
SCHOOL DIST# 51 BOND	9.4120000	\$259.30			
SCHOOL DIST# 51 OVERRIDE 96	2.7220000	\$74.99			
SCHOOL DIST# 51 2006 OVERID	2.0790000	\$57.28			
SCHOOL DIST# 51 2017 OVERRI	3.3790000	\$93.09			

Taxes Billed 2020 68.7050000 \$1,892.84

* Credit Levy

Account	As of Date	Parcel Number	Owner
R052516	03/09/2021	294502313001	WDM CORPORATION

Legal: LOT 1 NORTHACRES SUB SEC 2 1S 1W

Situs Address:

Year	Tax	Total Due
2020	\$1,892.84	\$1,892.84
Total	\$1,892.84	\$1,892.84

Sheila Reiner, Mesa County Treasurer
544 Rood Ave - Grand Junction CO 81501
Dept. 5027 - PO Box 20,000 - Grand Junction CO 81502-5001
Phone Number: (970) 244-1824

Account Number R052517

Parcel 294502313002

Acres 0.000

Assessed To

WDM CORPORATION
 2525 N 8TH ST
 GRAND JUNCTION, CO 81501-8845

Legal Description

Situs Address

LOT 2 NORTHACRES SUB SEC 2 1S 1W

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$1,892.84	\$0.00	\$0.00	\$0.00	\$1,892.84
Total Tax Charge					\$1,892.84
Grand Total Due as of 03/09/2021					\$1,892.84

Tax Billed at 2020 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5020000	\$13.83	RESIDENTIAL VACANT LOTS	\$95,000	\$27,550
MESA CNTY ROAD & BRIDGE-GRA	0.2740000	\$7.55			
CITY OF GRAND JUNCTION	8.0000000	\$220.40	Total	\$95,000	\$27,550
GRAND RIVER MOSQUITO CTRL	1.3620000	\$37.52			
GRAND VALLEY DRAINAGE DIST	1.8560000	\$51.13			
LIBRARY DISTRICT	3.0230000	\$83.28			
COUNTY - DEVELOP DISABLED	0.2570000	\$7.08			
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SOCIAL SERVICES	1.6860000	\$46.45			
COUNTY TRANSLATOR TV FUND	0.0280000	\$0.77			
SCHOOL DIST# 51 GENERAL	24.3930000*	\$672.03			
SCHOOL DIST# 51 BOND	9.4120000	\$259.30			
SCHOOL DIST# 51 OVERRIDE 96	2.7220000	\$74.99			
SCHOOL DIST# 51 2006 OVERID	2.0790000	\$57.28			
SCHOOL DIST# 51 2017 OVERRI	3.3790000	\$93.09			

Taxes Billed 2020 68.7050000 \$1,892.84

* Credit Levy

Account	As of Date	Parcel Number	Owner
R052517	03/09/2021	294502313002	WDM CORPORATION

Legal: LOT 2 NORTHACRES SUB SEC 2 1S 1W

Situs Address:

Year	Tax	Total Due
2020	\$1,892.84	\$1,892.84
Total	\$1,892.84	\$1,892.84

Sheila Reiner, Mesa County Treasurer
544 Rood Ave - Grand Junction CO 81501
Dept. 5027 - PO Box 20,000 - Grand Junction CO 81502-5001
Phone Number: (970) 244-1824

Account Number R052518

Parcel 294502313003

Acres 0.000

Assessed To

WDM CORPORATION
 2525 N 8TH ST
 GRAND JUNCTION, CO 81501-8845

Legal Description

Situs Address

LOT 7 NORTHACRES SUB SEC 2 1S 1W

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$1,892.84	\$0.00	\$0.00	\$0.00	\$1,892.84
Total Tax Charge					\$1,892.84
Grand Total Due as of 03/09/2021					\$1,892.84

Tax Billed at 2020 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5020000	\$13.83	RESIDENTIAL VACANT LOTS	\$95,000	\$27,550
MESA CNTY ROAD & BRIDGE-GRA	0.2740000	\$7.55			
CITY OF GRAND JUNCTION	8.0000000	\$220.40	Total	\$95,000	\$27,550
GRAND RIVER MOSQUITO CTRL	1.3620000	\$37.52			
GRAND VALLEY DRAINAGE DIST	1.8560000	\$51.13			
LIBRARY DISTRICT	3.0230000	\$83.28			
COUNTY - DEVELOP DISABLED	0.2570000	\$7.08			
COUNTY GENERAL FUND	9.4580000*	\$260.59			
COUNTY ROAD & BRIDGE-1/2 LE	0.2740000	\$7.55			
SOCIAL SERVICES	1.6860000	\$46.45			
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SCHOOL DIST# 51 BOND	9.4120000	\$259.30			
SCHOOL DIST# 51 OVERRIDE 96	2.7220000	\$74.99			
SCHOOL DIST# 51 2006 OVERID	2.0790000	\$57.28			
SCHOOL DIST# 51 2017 OVERRI	3.3790000	\$93.09			

Taxes Billed 2020 68.7050000 \$1,892.84

* Credit Levy

Account	As of Date	Parcel Number	Owner
R052518	03/09/2021	294502313003	WDM CORPORATION

Legal: LOT 7 NORTHACRES SUB SEC 2 1S 1W

Situs Address:

Year	Tax	Total Due
2020	\$1,892.84	\$1,892.84
Total	\$1,892.84	\$1,892.84

City of Grand Junction

Review Comments

Date: April 26, 2021 **Comment Round No.** 1 **Page No.** 1 of 3
Project Name: Paxton Valley Rezone **File No:** RZN-2021-183
Project Location: Southwest corner of 26 ½ Road and Northacres Road

Check appropriate ☒ **if comments were mailed, emailed, and/or picked up.**

Property Owner(s): WDM Corporation

Mailing Address: 2525 N. 8th Street, Grand Junction, CO 81501

☒ **Email:** Not Given

Telephone: Not Given

Date Picked Up: _____ **Signature:** _____

Representative(s): Vortex Engineering Attn: Robert Jones II

Mailing Address: 861 Rood Avenue, Grand Junction CO 81501

☒ **Email:** rjones@vortexeng.us

Telephone: (970) 245-7639

Date Picked Up: _____ **Signature:** _____

CITY CONTACTS

Project Manager: Jace Hochwalt, Senior Planner

Email: jaceh@gjcity.org

Telephone: (970) 256-4008

Dev. Engineer: Rick Dorris

Email: rickdo@gjcity.org

Telephone: (970) 256-4034

City of Grand Junction

REQUIREMENTS

(with appropriate Code citations)

CITY PLANNING

1. Application is for a Rezone from R-2 (Residential 2 units/acre) to R-12 (Residential 12 units/acre). Existing property contains 3 parcels that total approximately 2.5 acres in size. Comprehensive Plan Land Use Map identifies the property Residential Medium. The proposed R-12 zone district is supported by the Residential Medium category.

No response required.

2. There has been significant public correspondence received since the neighborhood meeting, which took place on March 1, 2021. A supplemental document has been provided with public correspondence through April 26, 2021 for the Applicant's records.

No response required.

3. Planning Commission and City Council Public Hearings:

Planning Commission and City Council review and approval required for proposed Rezone request. City Project Manager has tentatively scheduled application for the following public hearing schedule:

- a. Planning Commission review of request: Tuesday, May 11, 2021.
- b. First Reading of request by City Council: Wednesday, May 19, 2021.
- c. Second Reading (Hearing) of request by City Council: Wednesday, June 2, 2021.

Please plan on attending the May 11th Planning Commission meeting and the June 2nd City Council Meeting. The May 19th meeting you do not need to attend as that is only scheduling the hearing date and the item is placed on the Consent Agenda with no public testimony taken. All meetings will begin at 5:30 PM at City Hall in the Council Chambers.

No response required.

4. Since the meetings will likely be in a hybrid virtual/in-person fashion, we will require that a pre-recorded presentation be completed a week before the Planning Commission Meeting so we can post to GJ Speaks platform. Please complete a voiceover presentation and send to Project Manager by the end of the day on Monday, May 3rd.

No response required.

CITY DEVELOPMENT ENGINEER – Rick Dorris – rickdo@gjcity.org (970) 256-4034

No concerns on the rezone. The City wants to partner with the developer and other owners on the west side of the canal to connect Northacres to Northridge Dr.

No Response Required.

CITY FIRE DEPARTMENT – Matt Sewalson – mattse@gjcity.org (970) 549-5855

The GJFD Fire Prevention Bureau has no objections to the proposed rezone. Comments will be provided during the site plan review.

No Response Required.

CITY ADDRESSING – Pat Dunlap – patd@gjcity.org (970) 256-4030

While this has no impact on the rezone, the Site Plan shows the north-south road labeled as Northacres Road (it should be 26 1/2 Road). No further comments.

No Response Required.

PERSIGO WASTEWATER TREATMENT FACILITY – Stephen Stortz – stephens@gjcity.org (970) 256-4164

No comments.

No response required.

OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

Review Agency: Mesa County Building Department

Contact Name: Darrell Bay

Email / Telephone Number: Darrell.bay@mesacounty.us (970) 244-1651

MCBD has no objections to this project.

No Response Required.

Review Agency: Xcel Energy

Contact Name: Brenda Boes

Email / Telephone Number: Brenda.k.boes@xcelenergy.com (970) 244-2698

No Comments provided.

No Response Required.

Review Agency: Ute Water Conservancy District

Contact Name: Jim Daugherty

Email / Telephone Number: jdaugherty@utewater.org (970) 242-7491

No objection to re-zone.

No Response Required.

Review Agency: Grand Valley Drainage District

Contact Name: Tim Ryan

Email / Telephone Number: tim.admin@gvdd.org (970) 242-4343

GVDD has no comment or objection related to the rezoning.

No Response Required.

Review Agency: Regional Transportation Planning Office (RTPO)

Contact Name: Andrew Gingerich

Email / Telephone Number: andrew.gingerich@mesacounty.us (970) 683-4339

1. The site is within the Grand Valley Transit service area and is less than ½ mile to stops serving Routes 2 and 7, which together provide direct connections to all three of GVT's main transfer locations: Downtown, Clifton, and West (near Patterson and 24 ½ Rd)

2. RTPO and GVT to be included in development review process. Future comments will focus on access; traffic safety; internal site circulation for people walking, biking, driving, and accessing nearby transit service.

No Response Required.

REVIEW AGENCIES

(Responding with "No Comment" or have not responded as of the due date)

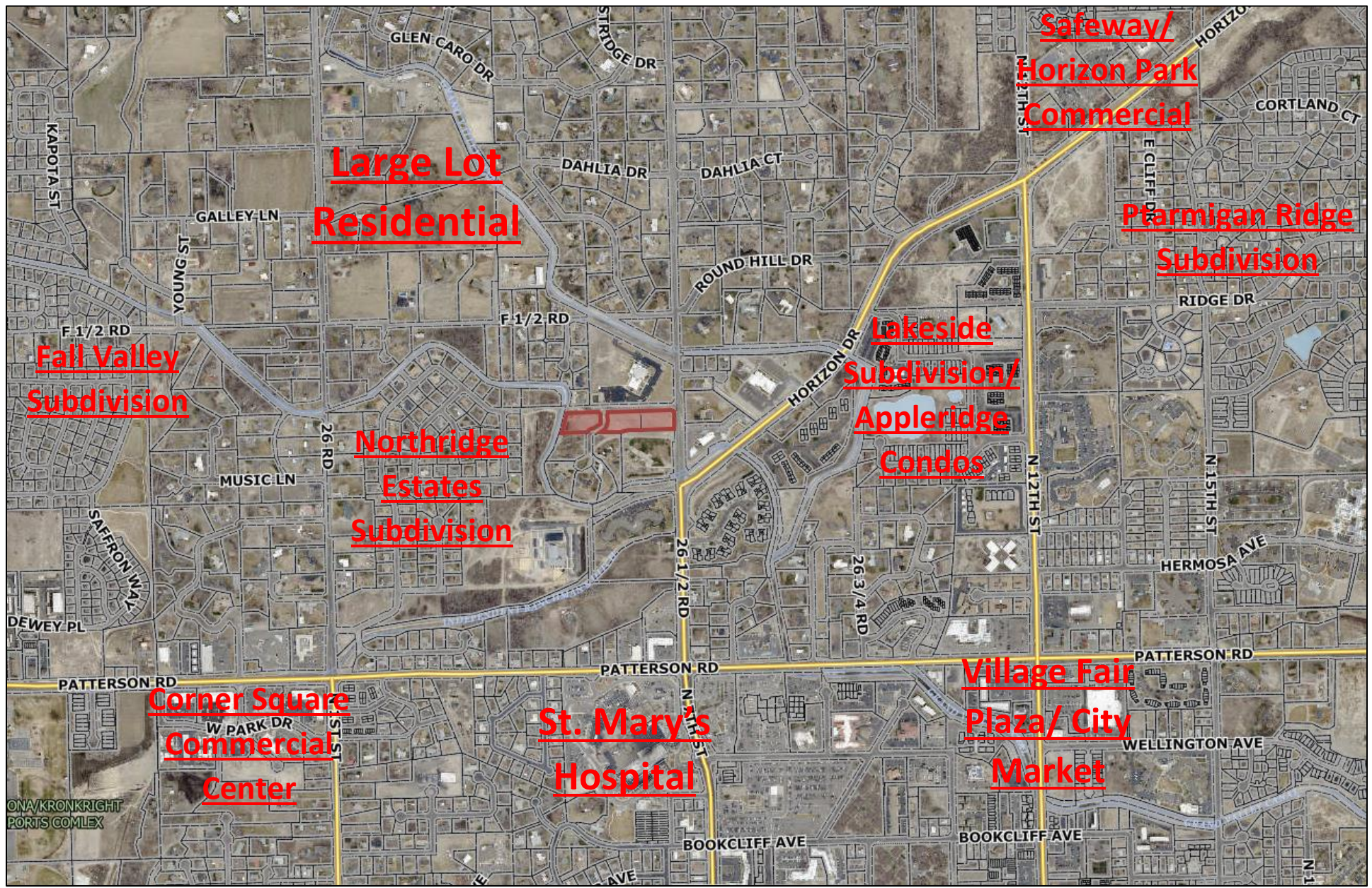
The following Review Agencies have not responded as of the comment due date.

1. Grand Valley Irrigation Company
2. Charter Communications
3. Bureau of Reclamation
4. CenturyLink

Vicinity Map



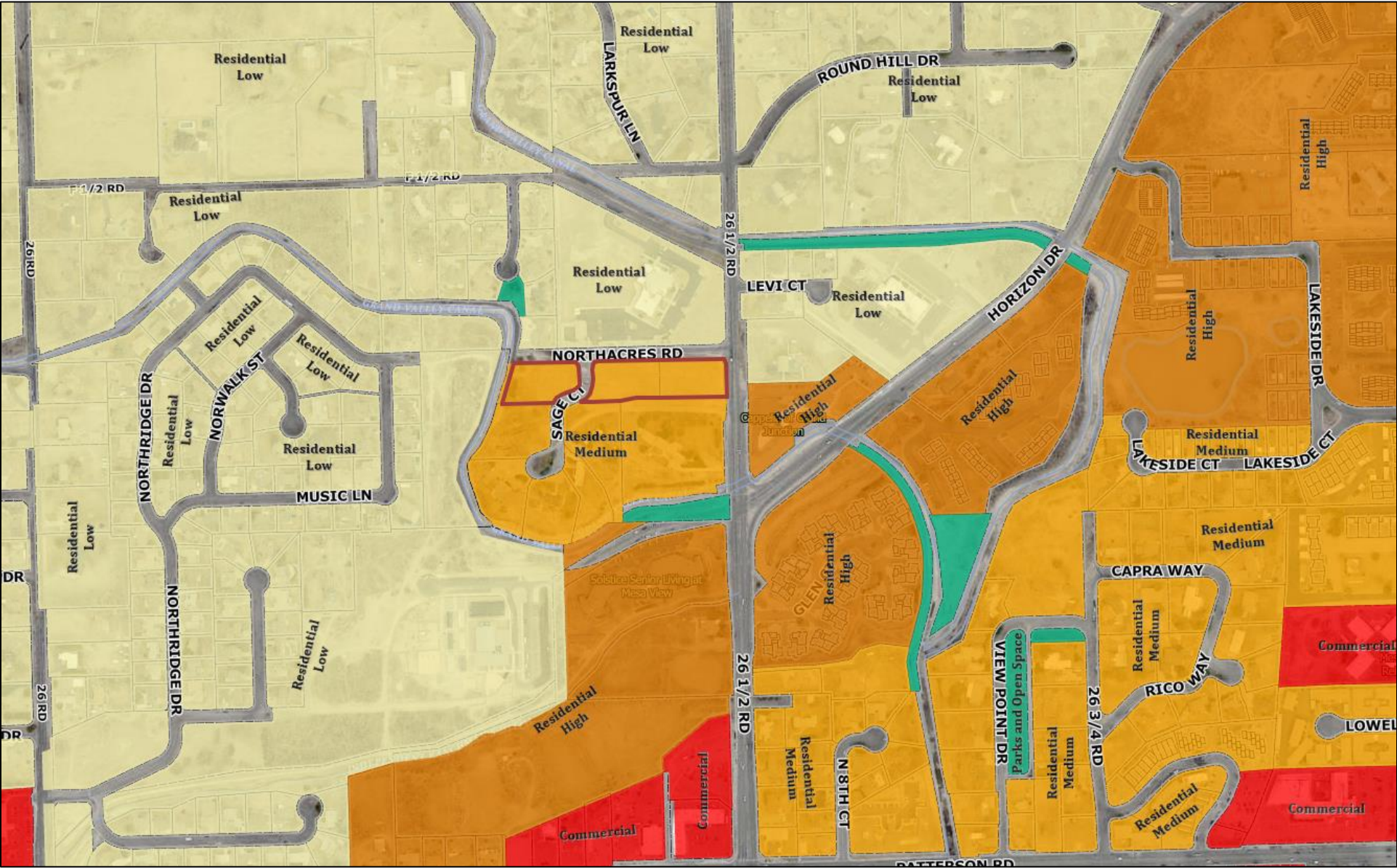
Vicinity Map (Expanded View)



Zoning Map



Comprehensive Plan Land Use Map (2020 Adoption)



2010 Comprehensive Plan Future Land Use Map



Residential Density Map



March 2, 2021

Grand Junction Planning Dept.
Jace Hochwalt, Senior Planner
250 N. 5th Street
Grand Junction, CO 81501

RE: Neighborhood Meeting -
Paxton Valley Development Rezone
Date: Monday, March 1, 2021
Time: 5:30 p.m. – 7:36 p.m.
Location: Virtual meeting via ZOOM

Dear Jace,

On Monday, March 1, 2021, a Neighborhood Meeting was held from 5:30 – 7:36 pm via Zoom Meeting for the proposed Paxton Valley Development Rezone. An overview of the proposed rezone from R2 to the R12 zone district was presented by Stephen Swindell of Vortex Engineering, Inc.

The meeting was attended by Jace Hochwalt, Senior Planner with the City of Grand Junction, Stephen Swindell and Adam Asgari from Vortex Engineering, and twenty-eight area residents.

The following is a synopsis of the primary concerns raised during the meeting:

1. Concern with current and future traffic impacts
2. The current condition and future extension of Northacres Road
3. Recent notification by the City of vacation of resident's existing driveway easement
4. Concern with the request to rezone to R12 and the allowable density
5. Concern with an existing irrigation easement
6. Concern about extending Northacres Road over the canal with construction of a bridge

Mr. Swindell addressed the questions from the residents and Jace Hochwalt provided information regarding the City's adoption of the 2020 Comprehensive Plan, the review process to rezone property and how citizens can participate in that process. After discussion of the proposed rezone request the meeting was closed at 7:36 p.m.

Should you have any questions regarding the neighborhood meeting, please do not hesitate to contact me at 970-245-9051, or by email at rjones@vortexeng.us.

Sincerely,



Robert W. Jones II, P.E.
Vortex Engineering, Inc.

cc: File

VIA: US Mail
Zoom Neighborhood Meeting

February 19, 2021

Adjacent Property Owner
Grand Junction, CO

RE: Paxton Valley Development
Northacres Drive – 3 vacant lots
Grand Junction, CO 81501

VEAI #: F20-114

Dear Property Owner:

The above referenced property will soon be the subject of a Rezone application with the City of Grand Junction's Community Development Department. A Neighborhood Meeting is being held to introduce the rezone request to you and to answer any questions that you might have.

The subject area encompasses approximately 2.49 acres of land located on the south side of Northacres Road, between 7th Street and the Grand Valley Canal. The property is currently zoned R2, which is not consistent with the City's recently adopted Comprehensive Plan. The property must be rezoned for any development to occur. The rezone request will be to the R12 zone which is consistent with the new 2020 Comprehensive Plan.

A Neighborhood Meeting will be held via ZOOM in compliance with the City of Grand Junction's COVID Neighborhood Meeting process. The ZOOM meeting is designed to present information for you to learn more about the proposed project in a safe meeting environment. The meeting is scheduled for **Monday, March 1, 2021 at 5:30 P.M.**

To attend and participate in the virtual ZOOM meeting, follow the link below and enter the meeting ID and password. You will be joined into the meeting and will have an opportunity to ask questions after the presentation has been completed that provides information about the proposed rezone request.

ZOOM meeting link:

<https://zoom.us/j/97407248059?pwd=dm5DVVBxZUhwZklHZ01kUGVBcEswZz09>

Meeting ID: 974 0724 8059
Password: 171588

The Neighborhood Meeting is held to allow the neighborhood an opportunity to learn about the rezone request and to answer questions. The property owner's representative and a City Planner will be at the meeting to discuss the rezone process.

A Site Location Map has been included on the back of this page that shows the location of the subject property.

Please do not hesitate to contact me at 970-245-9051 should you have any questions about this project.

Sincerely,

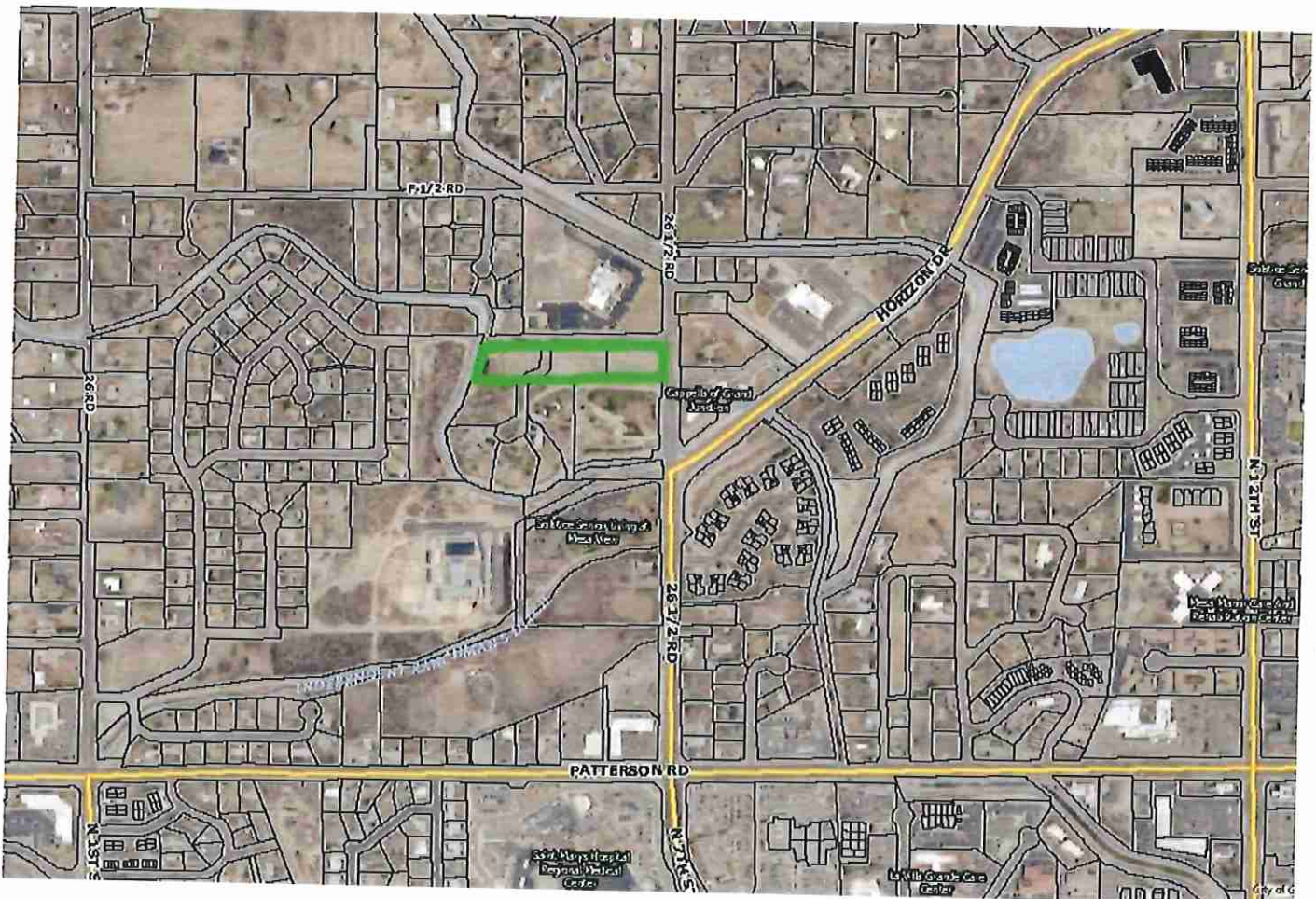
Vortex Engineering, Inc.



Robert W. Jones, II, P.E.

Cc: Jace Hochwalt, City Planning

Site Location Map



Jace Hochwalt

From: Ann Baldwin <dagswin@bresnan.net>
Sent: Wednesday, March 17, 2021 2:44 PM
To: Council
Subject: Proposed north acres rezoning and bridge proposal that would impact traffic through Northridge

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

To whom it may concern:

We are extremely concerned about the increase in traffic that this proposal, if allowed to happen, would have on the Northridge subdivision. It's extremely upsetting and frustrating that the homeowners haven't been informed about this possibility, invited to come to the meetings, and allowed to voice an opinion. Many of us just found out about this and we can't believe this is the last meeting!!

This neighborhood can not handle all the traffic that would materialize if the rezoning happens and if a bridge is built allowing access into Northridge Drive and Music Lane. We have many young families that have moved into this neighborhood. More traffic allowed in would be a huge safety issue for our young children. Will the value of homes will be driven down and no will want to move into the neighborhood with the increased traffic? It makes us shutter to think about how many cars will be moving through as well as those who will NOT go slowly. It feels like our neighborhood will no longer be a safe desirable family neighborhood.

Please reconsider how you are handling this matter and get input from ALL parties involved not just Juniper Ridge school and the the entity pushing for the rezone of North Acres. People can't come if they don't have info.

Thank you,

Dave and Ann Baldwin
3010 Northridge Drive
Grand Junction, Colorado

Sent from my iPhone

Jace Hochwalt

From: Amy Gustavson <AJGusto@hotmail.com>
Sent: Wednesday, March 17, 2021 3:48 PM
To: Council
Subject: Northacre and Northridge

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello City Council,

I am concerned that I am just now hearing TODAY via our Northridge Estates HOA that the city is planning to build a bridge across the canal and start building around the Northridge subdivision. The last meeting before the election is tonight at 5:30. This is not enough notice for me to plan to attend in person to voice any concerns.

We have one entrance into our neighborhood from 26 Rd (north 1st street near Patterson Rd). This entrance serves residents on Willowbrook, as well as residents in Northridge. For most of this school year, we have also had an increasing number of parents from Juniper Ridge Charter School using Northridge Drive to get to Kingswood Drive to drop off and pick up their children from Juniper Ridge Charter school from what is supposed to be a fire/ police exit only.

Please do not add any more buildings to the forest around Juniper Ridge, nor to the northeast side of Northridge behind Music Lane or near the Lutheran church. If you must, please make it low density and add another entrance/ exit and consider speed bumps, stop signs, curbs, and other features that will make it safer for public use.

Parents serving on the Juniper Ridge Charter School board of directors, and School District 51 representatives (John Williams who was a board member at the time, and Phil Onofrio) told the Northridge HOA at the annual member meeting that our neighborhood would not be used for JRCS access. That there would be an exit at Kingswood Dr as required by city code for fire or police exit in case of an emergency. That parents would be required to use 7th street to access JRCS. There has not been any enforcement of this and many parents are not honoring it as respect for their neighbors. I recently posted a sign on a log that blocks the gravel frontage road "No pick up/ drop off. Us 7th street." and 2 no parking signs and a large wooden sign reminding parents to use 7th street for access and within 24 hours they had taken them down (and stolen them).

I am concerned that if the city wants to develop this area, there has not been enough thought into how it is already functioning (not well). It could use more study and community input before decisions are made.

Thank you for considering this request.

Sincerely,
Amy Gustavson

Carol Bergman
628 Sage Court
Grand Junction,
CO 81506
3-24-2021
970-261-6920

Rick Dorris
Community Development Engineer
250 North 5th Street
Grand Junction, CO 81501

Rick Dorris,

Please consider the following as you review the proposed zoning change for the property named as North Acres subdivision or Paxton Valley located on 26 ½ Road south of F ½. Road. It is being considered for a rezone from R-2 to as much as R-12. This property is positioned north of a neighborhood of homes (Sage Court) built out at one per acre. Until recently, Sage Court was considered low density. It is unreasonable to think Sage Court will ever change to less than one per acre, thus should continue to be considered low density. The property under consideration for much higher density is north of Sage Court. East of the property across 26 ½ Road is a church and another neighborhood that is low density. To the north west is Four Pines, also low density. Initially, developers of Four Pines requested R-12. City Council wisely recognized that this was inconsistent with the land use of neighboring properties and limited development to low density R-4. Even so, the neighborhood is crowded and has difficulty accommodating visiting vehicles.

To the west of the proposed Paxton Valley project is North Ridge, also built out at low density. In fact, low density designations wrap around our hill to the north, west and southwest. A review of the map shows that Sage Court has a natural geographic barrier to the south, the Grand Valley Main Line Canal. Further south is Solstice Mesa View and the proposed Village Co-op, then undeveloped pastureland, then commercial property along the north side of Patterson. Thus, there is an already established transition (one of the suggestions regarding development) from higher density from Patterson northward to our properties which are built as one per acre. Properties to the north of the proposed project are low density for miles, R-1, R-2 and R-4. Any way you look at it, this impending change either makes our neighborhood which has been in existence as one -per-acre for years into a spot development or the proposed project at medium density into spot development with no consideration for the transition that already exists and flows northward into low density R-1, R-2 and R-4 properties all the way to the Bookcliffs. I recognize that the focus of your studies/reports is on many different aspects, but I think it is important that you realize that this spilling of extra color on the map and "renaming" our low-density neighborhood to middle density does not make sense and reeks of a move made solely to help someone market their property for sale for denser development while depreciating the neighboring character and property values.

This letter addresses significant traffic concerns. Currently, 26 ½ Road, also known as the 7th Street Corridor, is a very busy street. It accommodates traffic from residences to the north which is

about to grow by many houses (an estimated 300 drivers) from Summerhill filings and Emerald Ridge Estates and possibly more development. Additional traffic from Holy Family School, Capella (which marketed their project as using Horizon Drive as their primary access, but does not), influx from Horizon Drive, Juniper Ridge Community School and the soon-to-be-built Village Co-op to the south. If Paxton Valley is built out at the proposed R-12, it will dump traffic from 30 units onto this stressed corridor which is just on the cusp of being overburdened already. Be aware that at the proposed site, 26 ½ Road is only two lanes. Further south of the property, there are five lanes, two northbound, two southbound and one turn lane. Currently, northbound drivers often "race" through the Horizon Drive intersection and just north of it to get into position to be "first" as the road narrows. A northbound vehicle attempting a left-hand turn onto North Acres Road, the access for the property in question, will have to stop traffic behind it as it waits for southbound traffic to pass. This seems to be an accident-waiting-to-happen. My review of future plans for bridge and road work on 26 ½ Road does not indicate any proposed adjustments for all of this new traffic. Thirty units are likely to generate at least sixty cars until the units are sublet to college students who will likely have more drivers per unit.

As you do your traffic study, please do not choose spring break, times when school traffic is not in play or times when road construction in the vicinity changes the traffic flow. Those issues existed during the Juniper Ridge Community School traffic study. Please drive or park in the area between 8:00 and 8:20 in the morning and 2:55 and 3:25 in the afternoon Monday through Thursday. Traffic is often backed up on all three sides of the Horizon / Seventh Street intersection. Tope Elementary is also on the corridor less than a mile south. Another consideration for the study is that if Sage Court residents are required to use North Acres Road to access their homes, additional numbers will have to be computed into the formula for access from those residences to 26 ½ Road. The timing of the traffic study, while convenient for a developer, will not accurately portray the pressure on the 7th Street Corridor without adding in the projected traffic from new development already underway on north 26 1/2 Road and the Village Co-op which claims to have pre-sold the majority of their units prior to final approval from the Planning Commission and City Council.

During the Neighborhood meeting, the City planner indicated the likelihood of connecting the Northridge subdivision to North Acres Road via a bridge over the canal in the future. Somehow, the traffic that connection would generate needs to be calculated and taken into consideration for adding to both the 7th Street Corridor and to the often-congested west entrance to the Northridge subdivision off 26 Road.

Sage Court should be considered low density as it has always been and will continue to be. The name and density change removes some conditions and protections that were part of residents' decisions to buy or build there.

Paxton Valley should not be built out at maximum density. It is highly inconsistent with the character of surrounding low-density, one residence per acre properties. The current road infrastructure cannot support it.

Sincerely,


Carol Bergman

Carol Bergman
628 Sage Court
Grand Junction, CO 81506
3-28-2021
970-261-6920

Rick Dorris
Community Development
250 North 5th Street
Grand Junction, CO 81506

Dear Rick Dorris,

When we purchased our home, we inquired about the vacant land next to our access and discovered it was platted as Northfield Estates Subdivision, 3 lots that could each support one residence. Ten years later, we were surprised to discover it had, at some time, been rezoned to R-2 which could possibly mean two residences per acre. In 2004, Four Pines was being proposed at 12 per acre. Upon examining that area in person, representatives of the City wisely recognized that was not appropriate and would not fit the character of the surrounding area. They reduced the development to R-4. It was built accordingly around 2005 and remains low density.

As the reworking of the Future Comprehensive Plan began, we were told not to be concerned because the vacant property was still R-2. Now, we are being told the final Plan will allow for R-12. Sometime during the process, changes occurred. In addition, there was also an error in the color coding of Sage Court making our one-per-acre lots mistakenly colored as medium use. Nothing on Sage Court changed to warrant a change to medium density. This is a misrepresentation that masks the true character of this area, but looks good from the "30,000-foot fly-over." It masks the inappropriateness of the proposal to change the adjacent property to R-12! Renaming us medium density seems to be an effort to justify rezoning the three lots to the north. We fear this mistake removes some zoning code protections we feel we had when we purchased and later improved our properties.

On the east side of 26.5 Road and slightly north but south of where F ½ Road would be if it continued, the area is defined as low density. Properties north of this area on both sides of 26.5 Road are R-1, R-2, and R-4. North Ridge, west and south west of Sage Court including Willow Brook, along the north side of Patterson at 26 Road are labeled low density and are built out to one residence per ¼ to 1/3 acre lots.

Sage Court is built out at an average of one per acre or more.

Both the Future Comprehensive Plan and Land Use Plans refer to a need for transitions between different types and densities of residences. We believe that transition has already been established.

Travelling north from Saint Mary's Hospital on the west side of 26.5 Road, there is:

- a commercial strip mall
- undeveloped area
- the future Village Cooperative to include 62 units
- Solstice Senior Living at Mesa View
- Grand Valley Irrigation Main Line forming a natural geological transition barrier

then

Sage Court-1 home built along 26.5 Road, and 5 on Sage Court - built as 1 home per 1- 1+ acre

then

Property in question at 630 26.5 Road - 2.49 acres zoned R-2.

American Lutheran Church R-1

F ½ Road

Another Grand Valley Irrigation canal

Properties north of that are mainly one per acre, R-1 or R2.



Land Use Map: Sage Court

The area in bright blue is Sage Court located on a hill.

The green boxes to the north are three lots zoned R-2, but proposed as R-12.

The light tan areas are all low density, Willowbrook, North Ridge, Four Pines and north.

The dark blue line represents the natural geographical border of the Main Line canal between higher density to the south and our one-per-acre Sage Court.

Gold horizontal line represents Patterson Road between 26 and 26.5 Road.

The density diminishes from Patterson northward to the Main Line canal which also offers a natural border. Sage Court begins residential single homes. Transition has occurred by that point. The character of neighborhoods from that point northward are residential low. Noise levels are what would be expected in low density.

Numerous places in the Comprehensive Plan refer to character as important. To redefine the property in question at Medium and build it out at 12 per acre makes Sage Court an island, a splinter of 1 per acre houses. We have deer, fox, raccoons, Gambles quail, hawks and owls residing in or visiting our rural-like area. We function as low density. The city has never provided any curbs or gutters or other amenities for medium density. The neighborhood owns and maintains a private park. Our properties are larger than or equal to the residential properties south west, west, north west and north east of Sage Court. They are larger or equal to most properties along the 7th Street corridor north until Interstate 70. That said, our properties could not and should not ever be subdivided or "apartmentalized". Just because the

city planner suggested we could now "demolish our houses to build apartments too" does not mean that would be appropriate or even feasible. Our neighborhood character matters!

Placing up to 30 units next door with our access possibly being through a densely populated area will likely depreciate our home values as it surely changes the rural character of our subdivision.

Adding traffic from 30 units onto 26.5 Road just north of the Horizon Drive / 7th Street intersection, Juniper Ridge Community School entrance and the Village Cooperative Development may just be the breaking point for that less-than-one-quarter-mile stretch that also attracts traffic off of Horizon Drive. Is the additional traffic that will be generated by new developments currently in progress on North 26.5 Road being considered? The 7th Street corridor is already unfriendly to walkers and bikers. There are few businesses accessible to pedestrians. The traffic study has identified the intersection of 26.5 Road and Patterson as a traffic problem intersection. Adding so many units just north of it does not seem to be addressing that problem.

I believe there has been a mistake in the final printing of the Comprehensive Plan. I am thankful a pathway to correct that exists. In chapter five, the section entitled *Minor Amendments to One Grand Junction Comprehensive Plan* allows "corrections to text or map errors", "revisions..." and "changes to maps, such as the Land Use Map, Tiered Growth Map..." (p. 89) It is erroneous to spill extra ink on the Sage Court neighborhood, residences built out to one per acre, and suddenly call them medium density.

Sage Court should be relisted as low density. The three lots to the north that are under consideration for a development called Paxton Valley are currently zoned R-2 and should be listed low density. That is appropriate and would accommodate three to five single family residences that would be a better fit with the surrounding neighborhoods in all directions. Contrary to the marketing, the property does not HAVE to be rezoned to be developed.

Paxton Valley at twelve units per acre, a possible/probable 30 units in the project, is not an appropriate fit!

Please come see the area before you push this development. Consider visiting during the drop-off time for students at Juniper Ridge when traffic backs up across 7th Street eastward down Horizon Drive as well as north and south on 7th Street. Then imagine it with the extra vehicles from the new developments north and 20-30 more cars in the morning just from Paxton Valley.

A Minor Amendment is definitely warranted. Changing this area to medium density is a mistake.

Thank you,



Carol Bergman

Walt Bergman
628 Sage Court
Grand Junction
CO 81506
3-29-2021

Tamra Allen
Community Development
250 North 5th Street
Grand Junction, CO 81501

Dear Tamra Allen,

There are several issues I would like to address regarding the proposed Zoning change for the property just south of North Acres Road and west of 26 ½ Road: traffic, current zoning, home devaluation, precedent, transitional error.

Just past Horizon Drive, 7th Street narrows from five lanes – two lanes southbound, one turn lane and two lanes northbound - to only two lanes. Cars driving north often “race” to get into position to converge into one lane to proceed north. If the proposed projects went in, there are only about 50 yards before anyone turning west across traffic would have to negotiate their turn. This would create a very dangerous situation that will only get worse from all of the development with its subsequent traffic that is happening on that corridor.

Before I bought my house on Sage Court, I checked to see what the plans were for the vacant area north of our subdivision. I was given a blueprint of a platted subdivision to be built out at one house per acre. With that information, I made the largest purchase of my lifetime. At some point in time, the area was rezoned from R-1 to two per acre or R-2. We had no idea that had happened or when. It didn't seem right that it just doubled overnight, and now they are asking to bump it to twelve, R-12! If that project is approved, owners in our neighborhood will have to drive through 30 apartments, possibly through 60 vehicles (more when college students take over) just to get out to 7th Street. An “expert” informed me that if the project were to occur at such high density, it would cost 5% to 20% of my home's value.

The Four Pines Subdivision borders the land being considered for rezone to the northwest. In 2004, there was a similar proposal to build that subdivision to 12 units per acre. The City Council voted it down because it would be inappropriate, calling it a “spot development”, inconsistent with the character of the surrounding neighborhoods. In my opinion, a precedent was set to keep all the neighborhoods in that area at low density. How could it be inappropriate then, but alright now?

In order to make the Future map look like a smooth transitional zone, “from 30,000 feet,” they colored our neighborhood the medium density color. Our neighborhood matters! No one is going to “demolish” their homes to put in 12 apartments on their lots as was suggested by the city planner. Every home in our neighborhood has had recent upgrades, additions, landscape, paint, etc. No one intends to change the character of our neighborhood. If one would actually view our location from lower than 30,000 feet, one would see the proposed change would transition from low density (our neighborhood at one per acre) to medium density (the proposed R-12) and then back to low density (everything north). This is not a transition. This is a spot development!

As a life long resident of Grand Junction, as a citizen with a long history of volunteering to make G.J. a better place, I ask you to do the right thing: keep this area low density as it should be.

Thank you,

A handwritten signature in blue ink, appearing to read "Walt Bergman". The signature is fluid and cursive, with a long horizontal stroke at the end.

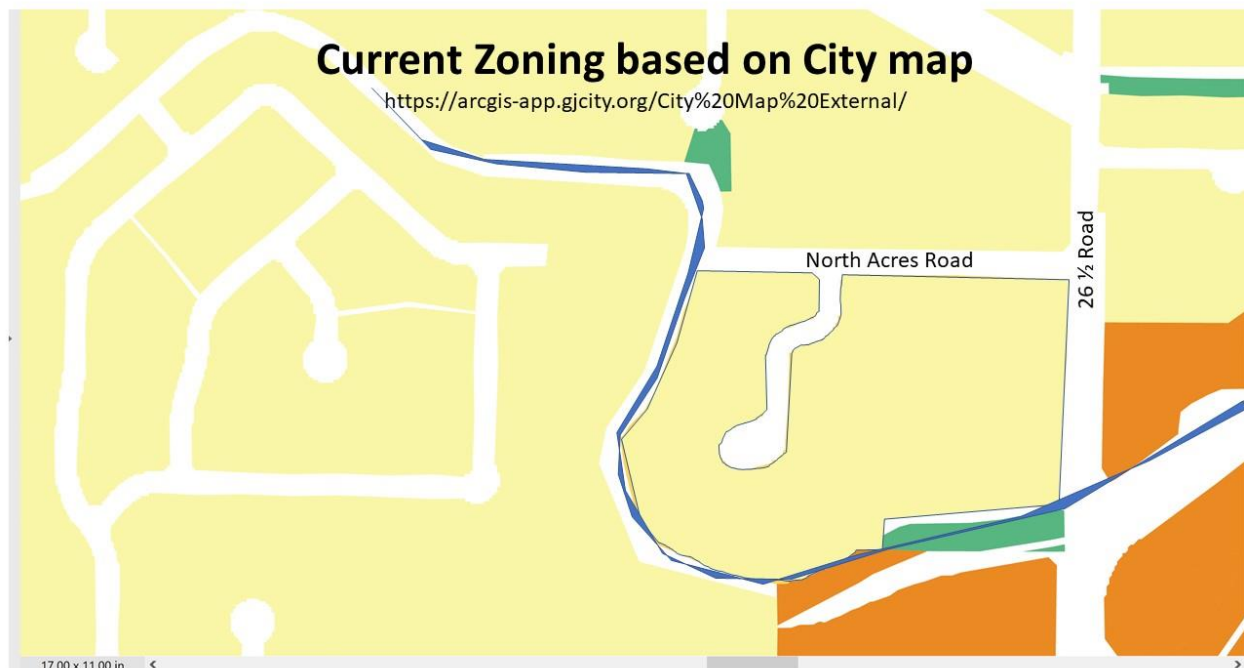
Walt Bergman

March 19, 2021

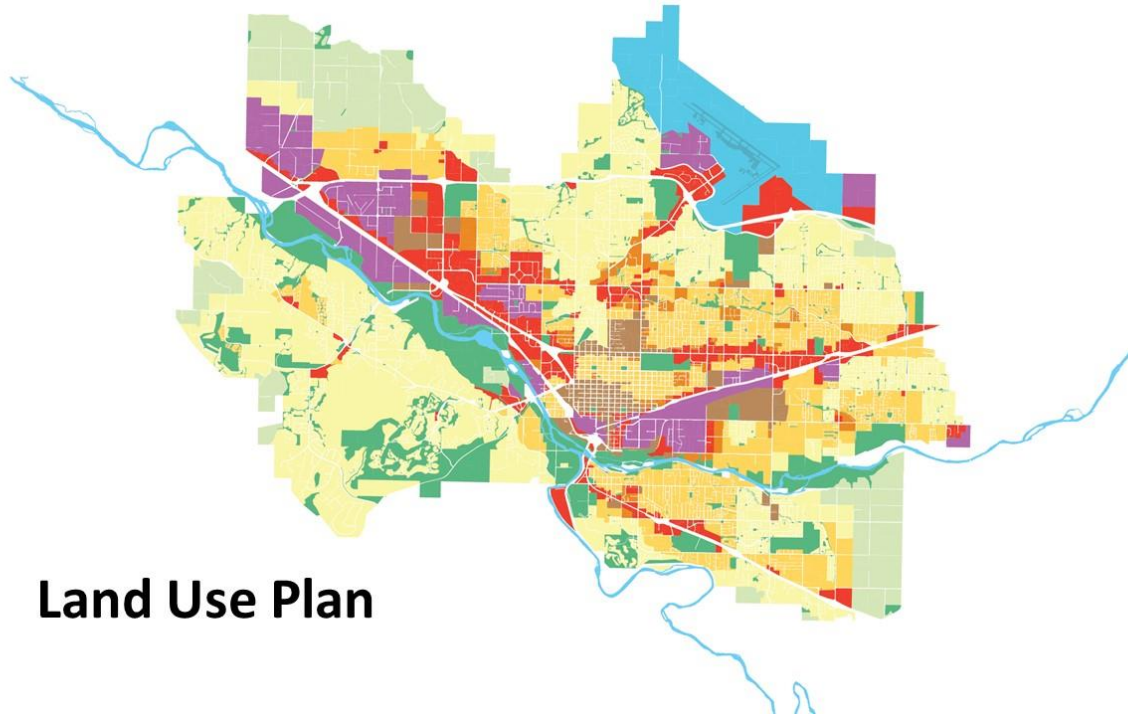
Dear Tamra Allen,

In a recent zoom meeting with a city official, our sub-neighborhood became aware that the Land Use Plan had recently been updated. Unfortunately, we were unaware that the updated Land Use Plan would pave the way for a transformation of our sub-neighborhood. I am providing the following description of our sub-neighborhood so you know the properties in question.

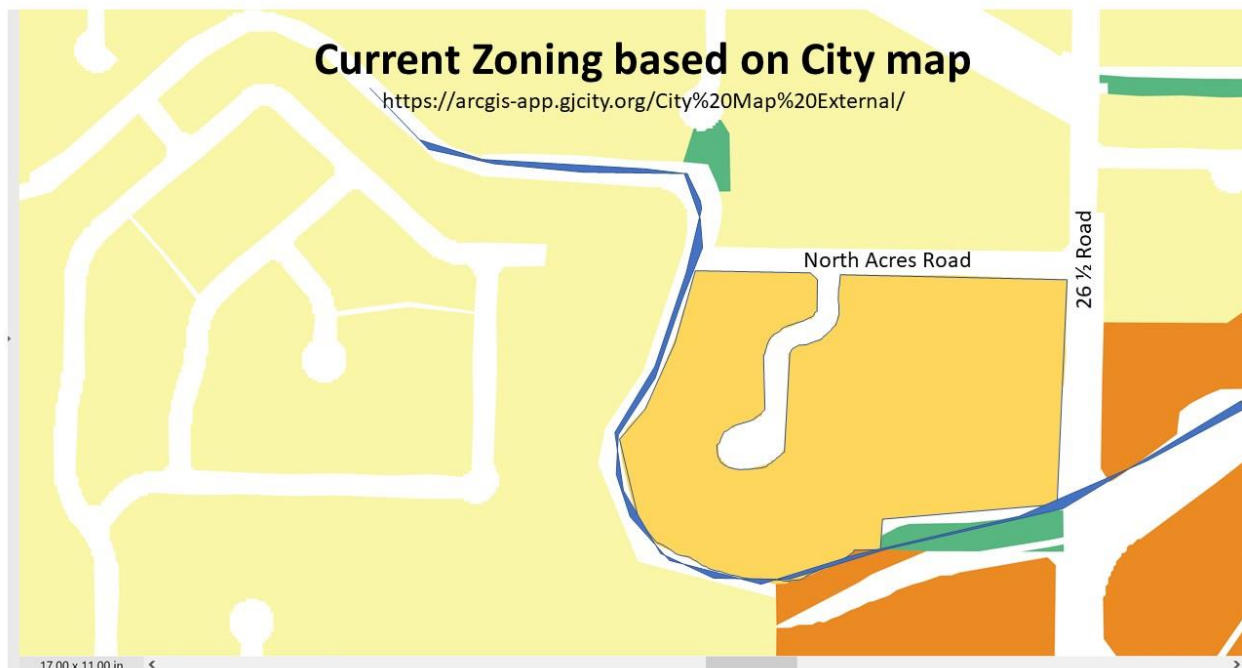
Our sub-neighborhood is located in the Southwest corner of the Horizon neighborhood along North Acres road. More specifically, our sub-neighborhood as outlined below is bordered by North Acres Road, 26 ½ Road, and the Main Line Grand Valley Canal.



Our sub-neighborhood learned from the recent virtual meeting that a newly newly updated "land Use Plan" was implemented by the city (see <https://www.gjcity.org/359/Long-Range-Planning>).



During this process, our property was changed from “residential low” to “residential medium.” As you know, this means that anywhere from 5.5 to 12 residential units could be built in our neighborhood. No one in our neighborhood was aware of the change or notified by the city. The new change in our neighborhood designation is shown below.



The map below shows the current density of homes and buildings in our sub-neighborhood. The section that was changed from residential low to residential medium is already developed as R-1 and R-2 property except for 2.5 acres of property shown in the dark color. Apparently, our sub-neighborhood was recently changed in the updated Land Use Plan to pave the way for changing the zoning of the 2.5 acre strip and allow a developer to infill this small property with high density housing. We were informed at the city zoom meeting that the developer wants the property rezoned to R-12.

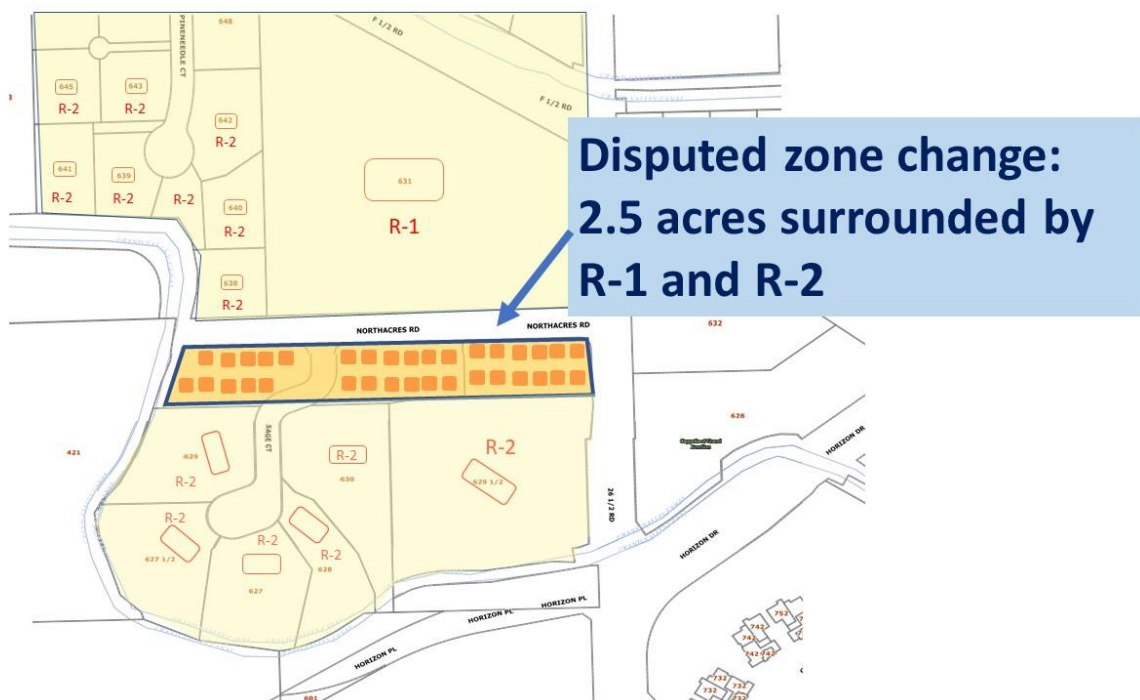


The land in question is listed as three separate parcels: 2945-023-13-001 (0.801415 acres), 2945-023-13-002, (0.85514 acres), and 2945-023-13-003 (0.84342 acres) all purchased in 2003 by a property speculation corporation (WDM Corporation). The lawyer at the zoom meeting representing the developer argued that the vacant land had been idle for 20 years as an R-2 property and that it was necessary to change the property to R-12 to provide incentive to develop the property and meet the goals of the city to infill. In fact, the property has laid vacant and undeveloped because it was held by a property speculation company that was unmotivated to sell until local property values increased. By changing the zoning designation from R-2 to R-12, the city is basically incentivizing property speculation and rewarding corporations that hold land inventory. Holding inventory effectively reduces available inventory driving up property costs and making it even more difficult and expensive for city residents to afford housing. It would seem that city planners would benefit city residents more by disincentivizing land speculation within the city rather than rewarding them for holding-out property.

As it stands, in our case, it appears the city has incentivized this type of land speculation by changing the Land Use Plan for the small area encompassing the 2.5 acre parcel of land that hasn't been developed and advocating that the zoning be changed from R-2 to R-12. Such a zoning change will allow up to 30 homes or units to be built on this small parcel of land as shown below.



This type of infilling is not consistent with the surrounding neighborhoods and would impact the surrounding residents as far as traffic, noise, and quality of life. As shown below, this property is completely surrounded by R-1 and R-2 property.



We realize the city wants to infill and make more homes available for a growing population. We are not against development. We would welcome the development of the vacant property as it was intended and consistent with the surrounding neighborhoods. Currently, the three parcels are zoned to allow five homes to be built. Further development on vacant land and infilling can be thoughtfully done throughout the city without negatively impacting the current residents of Grand Junction.

One of the attractive features of the city of Grand Junction is the opportunity to purchase a residence in a neighborhood that doesn't have the congestion and feel of a large city. With the pandemic, businesses have realized that residents can be very productive and efficient by teleworking multiple days a week. It is no longer necessary to live in a city center to be close to work as it was before the pandemic. This will change the need for infilling near the city center and allow city residents a less congested living environment and higher quality of life. We would encourage the city to not fall into the practice of infilling low density neighborhoods with high density housing. Grand Junction is a small city and there is plenty of wide open space for higher density housing without negatively impacting the neighborhoods of current residents.

As further follow-up on this issue, we want to investigate the circumstances surrounding the efforts to rezone the 2.5 acre property. Does Grand Junction adhere to the Freedom of Information Act or a similar policy? Could you direct me on the procedure to access all public records and correspondence pertaining to the efforts to change the Land Use Plan and rezone this property?

Thank you for your kind attention,

Gregory M. Glenn

Phone: 707-307-3065

Email: gmelglenn@gmail.coms

Dear Mr. Hochwalt,

I am following-up on the neighborhood zoom meeting held on March 1 regarding the development proposal of Paxton Valley Development for the three parcels of vacant land located at Northacres road.

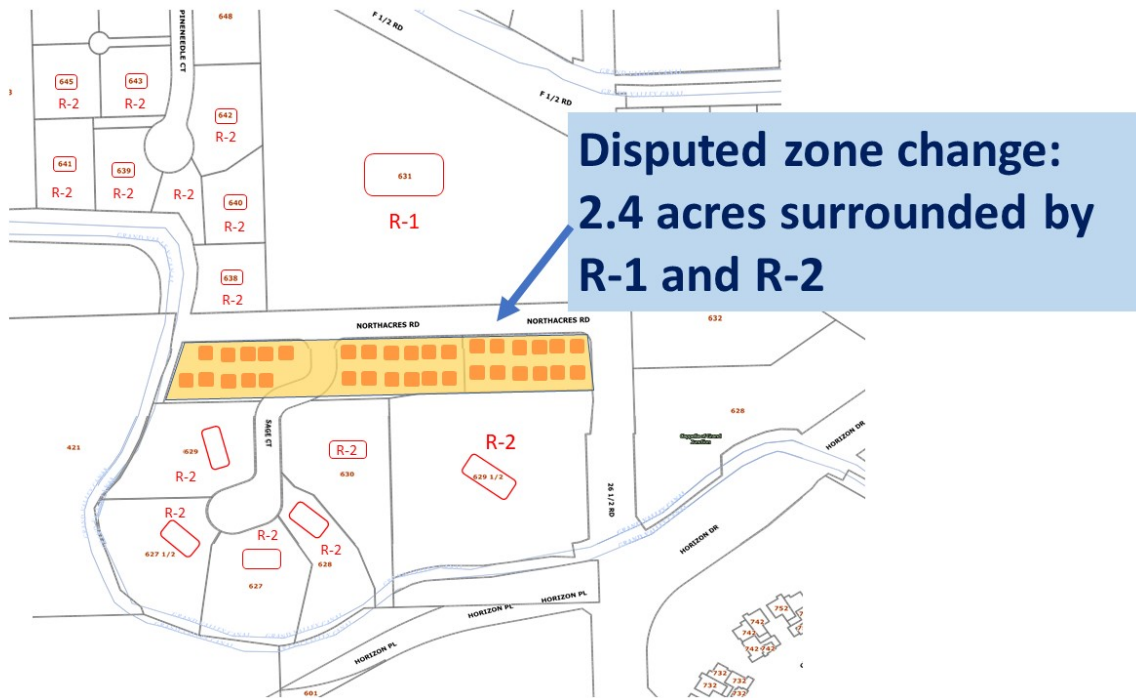
As stated in the Grand Junction Comprehensive Plan, Grand Junction is a quality place to live with its historic downtown, easy access to open spaces, and quality residential neighborhoods. As stated in the Plan (pg. 19), most residents prefer single-family homes. Grand Junction is a relatively small city and as stated in the Plan, it has “no lack of vacant land to accommodate new growth.” For many residents, Grand Junction is a wonderful community because it has quality neighborhoods unlike many larger cities where excessive infill, congestion, and high-density housing degrade the overall living quality of its residents. The “quality” neighborhoods in Grand Junction is a strong attraction. Once a neighborhood is infilled, it will never have the same quality for the surrounding residents. This is the reason for the concern regarding the plans to rezone our neighborhood to allow infill.

The city Plan states that some residents have expressed a preference for a variety of new home types and homes located in neighborhoods that are located close to local shopping, dining, and other amenities and that are walkable. The downtown area of Grand Junction is certainly an area like that. City residents enjoy walking through and shopping in the downtown area and frequenting the parks. However, the Northacre location is not pedestrian friendly. It is not within walking distance of the downtown area or any shopping. It is not close to any parks comparable to those in the downtown area. Even with the apartment complex located at Lakeside Drive and Horizon and much closer to the nearby Safeway shopping complex than the Northacre location, there is almost no foot traffic. In short, any potential residents of the Northacres development would be very unlikely to move there because it is within walking distance of any shopping or business or employment. There is virtually no foot traffic along Patterson Drive, Horizon Drive, and 26 ½ road even though there are apartment complexes scattered about the area.

As for residents wanting to be close to shopping, restaurants, and retail stores, what does that mean? If you are driving, it means being able to get around in 10-15 minutes. That opens up virtually any area within the city. Grand Junction businesses are spread for miles along the Horizon Drive, Patterson Drive, North Avenue, Downtown, and highway 50 corridors. Any future residents of Northacres will have to drive to reach these scattered business and places of employment. Grand Junction businesses are not concentrated in one small area of the city which undermines the reasoning and need for infilling and intensification. The city Plan states that “residents have suggested a much stronger focus on infill and redevelopment or ‘urban intensification’ is needed.” Does the city have documentation to support this statement? Was a survey done? How many residents have provided this suggestion and to which areas of the city are they referring?

As for the Northacres property being close to shopping, there are many potential development sites in the city that are closer to shopping and businesses that would not drastically impact surrounding neighborhoods. The property speculation corporation that purchased the Northacre property purchased it as an R-1 or R-2 property and has made little effort to sell or develop it for the last 20 years. Does the city want to set the precedent of rewarding corporations that hold vacant inventory with favorable zoning changes? We would ask that the city consider the impact of zoning changes on surrounding city residents and preserve long-standing zoning designations of established neighborhoods that contribute so much to the appeal and quality of living in our city. Please let me reiterate that we are not anti-

development. WDM Corporation has every right to develop the land as currently zoned. As an R-2 property, the developer could build five homes on the Northacres property. This would allow a moderate amount of infilling while not drastically transforming an established neighborhood. As you can see in the map below, our neighborhood was actually developed as R-1 property even though it is currently zoned as R-2.



As our neighborhood residents discuss these important issues, we ask that the city please provide us more information. Could you please provide information/documentation on the following:

1. When is the next scheduled event where we can engage the city further on this proposal?
2. One of our neighbors claimed he reviewed a 2020 draft of the Comprehensive Plan. Our neighborhood was designated as “residential low” in the version he reviewed. Can you please tell me which draft introduced the Northacres neighborhood as “residential medium.” Can you please provide the date this change was added to the Plan?
3. Paxton Valley Development, LLC is the entity that applied for the change from R-2 to R-12 in the zoning of the Northacres property. Paxton Valley Development, LLC incorporated December 8, 2020 which is one week before the Grand Junction Comprehensive Plan was adopted (December 16, 2020). What can the city reveal regarding this newly formed development company? Does the city have publicly available information regarding those that have a financial interest in this new company?

As you know, Robert W. Jones II, P.E. of Vortex engineering and Architecture, Inc. prepared the Paxton Valley rezone application "Plan Number: RZN-2021-183." I would contend that there are several statements in the application that need clarification.

Page 4 of the General Project Report:

Policy 1-C: HOUSING TYPES. Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

Comment: The developer mentions duplexes, triplexes, multiplexes, ect. perhaps with the intent of building such units in order to attain the maximum allowable occupancy on the property. As most home owners purchase single-family homes, these units will most likely be rental units. It will not be possible to maintain the neighborhood character by infilling high density units including rental units.

Page 5 of the General Project Report:

Note: Existing zoning is based on the previous Growth Plan and the 2010 Comprehensive Plan Future Land Use map. The majority (but not all) of existing residential housing units in this area were constructed in the mid-1980s to early 1990's. Since that time, development on the Patterson Road and 7th Street corridors has increased substantially with employment centers, professional and personal services and medical services. The expansion of the employment centers has increased the demand for housing in the vicinity of the applicant's property. Creating housing that is within walking distance or a short commute to employment and service centers is consistent with the vision and goals of the 2020 Comprehensive Plan.

Comment: As stated in the Plan, there is no lack of available space for expansion. Were there not areas to develop within the city, the limited number of units that the Northacres property could accommodate might be needed. But, that is not the case. This report would lead you to conclude that walking distance to professional and personal services and medical services is needed and will be provided by developing Northacres into high density housing. As explained above, this is misleading. There is virtually no pedestrian traffic to stores, businesses, and employment centers now even though there are currently multi-unit buildings along the Horizon Drive corridor. Residents are not going to walk 1-2 miles to a grocery store and then carry bags home. As with the Horizon apartments, residents in the area drive where they need to go. Once in your car, you can drive almost anywhere in the city in 10 minutes or less. Housing prices and housing quality are much more important to city residents than walking distance to businesses. Part of the issue with walking is not only the distance but also the traffic. It is noisy and unpleasant walking along a busy street including Horizon Drive and Patterson Drive. Secondly, medical professionals and others who can afford a single family residence are not going to be interested in living in a duplex or multi-unit building. Were the property developed as R-2, five single-family homes could be built and would be attractive to medical professionals or other city residents who enjoy the quality housing and lifestyle a single-family home provides.

Page 8 of the General Project Report:

Approval Criteria

(1) Criterion 1 can only be met by redesignating Northacres neighborhood as “residential medium.”

(2) Criterion 2 can only be met by redesignating Northacres neighborhood as “residential medium.”

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

Response: There are public and community facilities to serve the future development of the subject property. Medical, educational, retail sales and personal services are all within walking distance of the site; pedestrian and bicycle trails on the nearby canal and streets provide easy recreation opportunities; grocery stores and additional restaurants are within 1-2 miles of the site. There are many services and facilities that are within a walkable distance from the subject property.

Comment:

Having medical, educational, retail sales and personal services within walking distance is a misleading statement. There is very little available locally that can be accessed by walking. The Patterson and Horizon Ave are very noisy and unpleasant for walking. Currently, there is very little pedestrian traffic from local residents. Grocery stores are too far for carrying groceries. There are no parks within walking distance. The canal access is barricaded with gates with no trespassing signs. Current residents of the neighborhood travel by car to other locations for walking, shopping, and access to bike paths or parks. The location is beyond walking distance from Colorado Mesa University.

(4) Criterion 4 can only be met by redesignating Northacres neighborhood as “residential medium.”

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

Response: The community will derive the benefit of higher density residential development that is in close proximity and walking distance to employment centers such as St. Mary’s hospital, numerous medical offices, out-patient surgical facilities and other small retail and personal service employers and places of business. More compact development will provide more housing variety and efficient use of existing infrastructure, thereby reducing urban sprawl and the cost to maintain urban infrastructure which is a benefit to the overall community.

This criterion has been met.

Comment:

The benefit is over-stated and the disadvantages were ignored. Infilling low density neighborhoods with high density housing permanently impacts the quality of the entire neighborhood. Developing this property as it was originally intended would provide five single-family homes that would provide a high quality living environment for medical professionals from St. Mary’s hospital or other professionals the developer proports as being future potential residents. It would appeal to families looking to experience the quality of living environment that is unique in Grand Junction and not found in large urban areas. Excessive infilling of the Northacre property will likely result in construction of multi-unit buildings that will not be appealing to medical professionals or other local professionals whom the developer claims would find the development attractive. Those professionals would far more likely prefer, as with most residents of the city, a single-family home. With the prospect of multi-unit buildings, it is most likely that the units will be filled with random residents that neither work nor recreate nearby. The proposed development plan is not in the best interest of the city or the neighborhoods that will be impacted as a result.

Dear Mr. Hochwalt,

I have had a chance to review the Vortex application and justification for rezoning the Northacres property. I have provided arguments to support why this rezoning application should be denied and why it is in the best interests of the city that this property remain as R-2.

9. Approval Criteria

Section 21.02.140(a), Approval Criteria, states that 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: Adoption of the 2020 Comprehensive Plan changed the Future Land Use classification of the subject property and substantially increased the anticipated density of the area in response to the need for a variety of housing types in the community. The Plan recognizes the need for more efficient development that grows inward and upward in the core of the City in areas near employment and service centers such as along Patterson Road and 7th Street. The land use classification of Residential Medium is implemented by the R8 and R12 zone districts. In order to meet the anticipated density of the new 2020 Comprehensive Plan, it will be necessary to rezone the subject property.

This criterion has been met.

Rebuttal: The local residents question the reasoning for the change of the Northacres neighborhood from “residential low” to “residential medium.” It seems the change was done specifically to pave the way for the 2.5 acre Northacre property to be rezoned. All of the surrounding properties are developed as “residential low” properties.

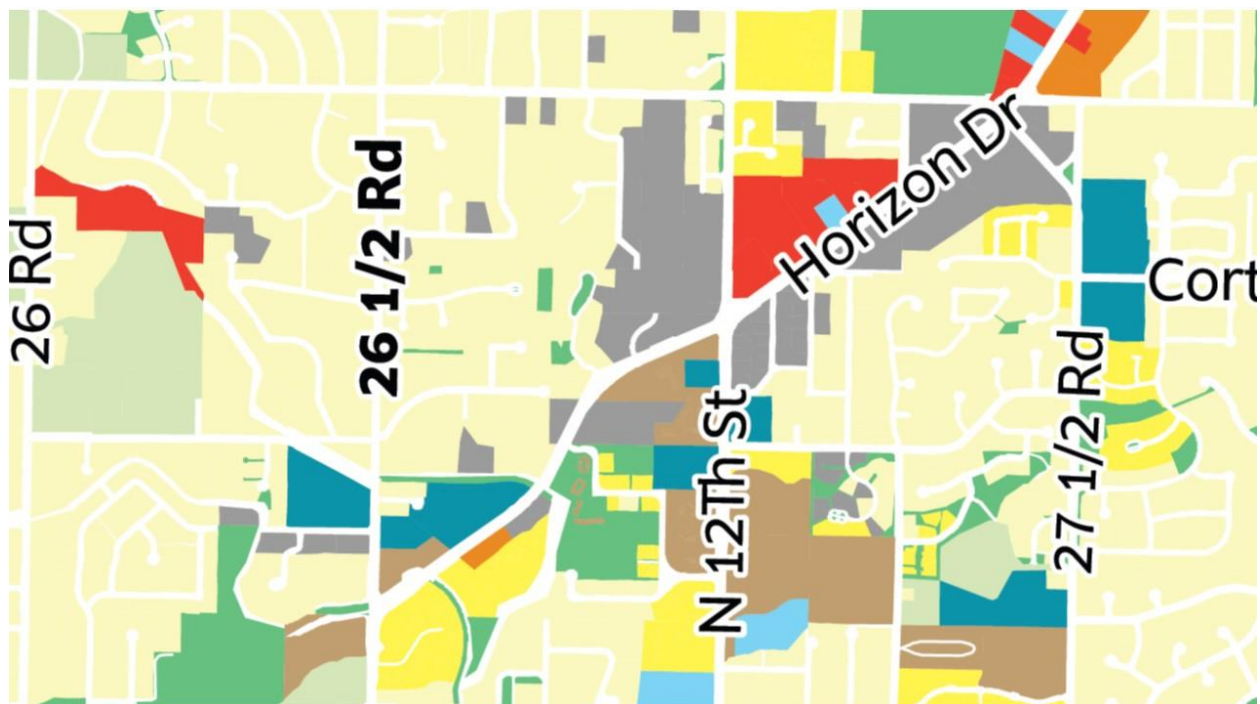
(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The intent of the 2020 Comprehensive Plan is to encourage infill development of vacant and under-utilized parcels within the City, and to increase density in areas with existing infrastructure for more efficient development. Although this area has seen increased development with construction of the Lutheran Church to the north and the Capella Assisted Living facility to the east, the area is better characterized as being in transition between the lower density single-family residential trends from twenty to thirty years ago, to the current housing trends of increased density (or intensity with nonresidential uses). This rezone request is consistent with the recently adopted 2020 Comprehensive Plan that seeks a variety of housing types, encourage infill and efficient development.

This criterion has been met.

Rebuttal: This area has already been developed as a “residential low” neighborhood except for the 2.5 acre property in question. There is no prospect for further development within this neighborhood over the next 20 years. The property to the East has been developed. The neighborhood is bordered on the West by a canal. The property to the North was developed as R-1 where the Luthern church is located. The Sage Court properties to the South were developed as R-1 properties (6 single family homes on 8.78 acres). We don’t believe it is in the best interest of the city to indiscriminately insert pockets of high density housing within a low density neighborhood just for the sake of infilling. Such

indiscriminate infilling impacts the surrounding neighborhood and detracts from what most city residents find so attractive about the city-- housing that doesn't have the congested feel and traffic of larger cities. As the Comprehensive Plan has already noted, the preference for most city residents is for single-family homes. There may be a shortage of multi-unit housing in the city but there is also a shortage of single-family residences that are close to all of the amenities mentioned in the Comprehensive Plan. If the 2.5 acre property were developed as currently zoned (R-2), it would allow for 5 single family homes. This would more than double the density compared to the surrounding neighborhood and thus meet the objective of densification as prescribed by the Comprehensive Plan. At the same time, it would make available more single-family homes which medical and other local professionals would find attractive. It should also be noted that there is not a lack of vacant property nearby where infilling with multi-unit housing would not negatively impact established neighborhoods. As seen in the map below from the Comprehensive Plan, these potential sites are even closer to amenities (Safeway shopping center) than the Northacres property (vacant property is shown in gray color).



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

Response: There are public and community facilities to serve the future development of the subject property. Medical, educational, retail sales and personal services are all within walking distance of the site; pedestrian and bicycle trails on the nearby canal and streets provide easy recreation opportunities; grocery stores and additional restaurants are within 1-2 miles of the site. There are many services and facilities that are within a walkable distance from the subject property.

This criterion has been met.

Rebuttal: As mentioned above, there are other vacant properties closer to Horizon Drive and Patterson Drive businesses, grocers, and restaurants that have a better “Walk Score.” Walk Score measures the walkability of any address using a patented system. For each address, Walk Score analyzes hundreds of walking routes to nearby amenities. Points are awarded based on the distance to amenities in each category. A very high Walk Score (70-89) means a location is Very Walkable and that most errands can be accomplished on foot. According to Zillow, the Walk Score for the adjacent property (Sage Court) is only 26 which means that the location is car dependent and that almost all errands require a car. The low Walk Score can easily be validated by monitoring the amount of pedestrian traffic currently observed at near-by multi-unit complexes along the Horizon corridor.

The Vortex document claims there are pedestrian and bicycle paths along the canal. However, this information is inaccurate. These paths are blocked with gates and are posted with no trespassing signs.



There are bike paths on 26 ½ road but the traffic moves fast along the corridor. As a result, there is very little bicycle traffic along these paths and certainly no family or children would feel safe biking along the road. Biking families and adults typically drive to established and safe bike paths in order to enjoy biking activities.

The Sage Court neighborhood has a Transit score of 22 which indicates minimal public transportation availability. For residents that rely on public transit (BRT), they would typically prefer living within close walking distance from the transit lines. There are no stops close to the Northacres location (see the BRT map in the Comprehensive Plan). The Public Transit map shows that Northacres residents would need to walk to Patterson Avenue to reach public transit. The intersection of Patterson and 26 ½ road is considered problematic or dangerous due to the occurrence of car, bike, and pedestrian accidents at this location according the Problematic Intersections map in the Comprehensive Plan. The Patterson and 26 ½ Road corridors have fast moving traffic which not only contributes to the danger to pedestrians and bicyclists, but it is also noisy and unpleasant to walk along those corridors.

(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

Response: A review of the Future Land Use map and the City’s current zoning map indicates that there is very little medium high to high density zoned land within the City; the

majority of land is zoned for lower to medium density. The community and City Council undertook a months-long process to review and discuss the housing needs of the community prior to adoption of the new Plan. The recently adopted 2020 Comprehensive Plan which changed the land use classification for the subject property demonstrates that more density will be needed if the City is to achieve its goals for a variety of housing types. Rezoning to the R12 will support the new Comprehensive Plan and is consistent with many of its goals and policies including Principle 5, Policies 1 and 1C specifically.

This criterion has been met.

Rebuttal: As previously mentioned and as shown in the map above, there is no lack of available vacant land that could be developed for multi-unit complexes. The map above just shows vacant land along a part of the Horizon Ave corridor. There are many other vacant properties available throughout the city that are already zoned for development. The Northacre property was zoned to allow development of additional single-family residences. The inventory for single-family residences close to the city center is very low (see Zillow.com). Building five single-family homes on the Northacre property not only accomplishes the goal of the Comprehensive Plan to increase home density compared to the surrounding neighborhood, it also would help increase the inventory of single-family homes which are in short supply. It is in the best interest of the city to maintain the Northacre property as R-2.

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

Response: The community will derive the benefit of higher density residential development that is in close proximity and walking distance to employment centers such as St. Mary's hospital, numerous medical offices, out-patient surgical facilities and other small retail and personal service employers and places of business.

More compact development will provide more housing variety and efficient use of existing infrastructure, thereby reducing urban sprawl and the cost to maintain urban infrastructure which is a benefit to the overall community.

This criterion has been met.

Rebuttal: As stated earlier, the Walkability Score, Transit score, and biking prospects are poor for the Northacres site. Furthermore, the Comprehensive Plan shows that access to city parks is beyond walking distance. The facts show that residents will need a car for almost all errands which undermines the justification for rezoning this property. We feel strongly that it is in the best interest of the city to allow this property to be developed as R-2 with the potential of developing 5 single family residences. This would provide moderate densification relative to the surrounding neighborhood and help alleviate the demand for single-family homes which is what most city residents prefer. We agree that a variety of housing options are needed in the city and that more multi-unit properties would fill a need for a certain percentage of city residents. However, there are better options than the Northacres property that have much better walkability scores and are closer to parks, transit and other amenities city residents prefer.

Carol Bergman
628 Sage Court
Grand Junction, CO 81506
3-28-2021
970-261-6920

Tamra Allen
Community Development
250 North 5th Street
Grand Junction, CO 81506

Dear Tamra Allen,

When we purchased our home, we inquired about the vacant land next to our access and discovered it was platted as Northfield Estates Subdivision, 3 lots that could each support one residence. Ten years later, we were surprised to discover it had, at some time, been rezoned to R-2 which could possibly mean two residences per acre. In 2004, Four Pines was being proposed at 12 per acre. Upon examining that area in person, representatives of the City wisely recognized that was not appropriate and would not fit the character of the surrounding area. They reduced the development to R-4. It was built accordingly around 2005 and remains low density.

As the reworking of the Future Comprehensive Plan began, we were told not to be concerned because the vacant property was still R-2. Now, we are being told the final Plan will allow for R-12. Sometime during the process, changes occurred. In addition, there was also an error in the color coding of Sage Court making our one-per-acre lots mistakenly colored as medium use. Nothing on Sage Court changed to warrant a change to medium density. This is a misrepresentation that masks the true character of this area, but looks good from the "30,000-foot fly-over." It masks the inappropriateness of the proposal to change the adjacent property to R-12! Renaming us medium density seems to be an effort to justify rezoning the three lots to the north. We fear this mistake removes some zoning code protections we feel we had when we purchased and later improved our properties.

On the east side of 26.5 Road and slightly north but south of where F ½ Road would be if it continued, the area is defined as low density. Properties north of this area on both sides of 26.5 Road are R-1, R-2, and R-4. North Ridge, west and south west of Sage Court including Willow Brook, along the north side of Patterson at 26 Road are labeled low density and are built out to one residence per ¼ to 1/3 acre lots.

Sage Court is built out at an average of one per acre or more.

Both the Future Comprehensive Plan and Land Use Plans refer to a need for transitions between different types and densities of residences. We believe that transition has already been established.

Travelling north from Saint Mary's Hospital on the west side of 26.5 Road, there is:

- a commercial strip mall
- undeveloped area
- the future Village Cooperative to include 62 units
- Solstice Senior Living at Mesa View
- Grand Valley Irrigation Main Line forming a natural geological transition barrier

then

Sage Court-1 home built along 26.5 Road, and 5 on Sage Court - built as 1 home per 1- 1+ acre
then

Property in question at 630 26.5 Road - 2.49 acres zoned R-2.

American Lutheran Church R-1

F ½ Road

Another Grand Valley Irrigation canal

Properties north of that are mainly one per acre, R-1 or R2.



Land Use Map: Sage Court

The area in bright blue is Sage Court located on a hill.

The green boxes to the north are three lots zoned R-2, but proposed as R-12.

The light tan areas are all low density, Willowbrook, North Ridge, Four Pines and north.

The dark blue line represents the natural geographical border of the Main Line canal between higher density to the south and our one-per-acre Sage Court.

Gold horizontal line represents Patterson Road between 26 and 26.5 Road.

The density diminishes from Patterson northward to the Main Line canal which also offers a natural border. Sage Court begins residential single homes. Transition has occurred by that point. The character of neighborhoods from that point northward are residential low. Noise levels are what would be expected in low density.

Numerous places in the Comprehensive Plan refer to character as important. To redefine the property in question at Medium and build it out at 12 per acre makes Sage Court an island, a splinter of 1 per acre houses. We have deer, fox, raccoons, Gambles quail, hawks and owls residing in or visiting our rural-like area. We function as low density. The city has never provided any curbs or gutters or other amenities for medium density. The neighborhood owns and maintains a private park. Our properties are larger than or equal to the residential properties south west, west, north west and north east of Sage Court. They are larger or equal to most properties along the 7th Street corridor north until Interstate 70. That said, our properties could not and should not ever be subdivided or "apartmentalized". Just because the

city planner suggested we could now "demolish our houses to build apartments too" does not mean that would be appropriate or even feasible. Our neighborhood character matters!

Placing up to 30 units next door with our access possibly being through a densely populated area will likely depreciate our home values as it surely changes the rural character of our subdivision.

Adding traffic from 30 units onto 26.5 Road just north of the Horizon Drive / 7th Street intersection, Juniper Ridge Community School entrance and the Village Cooperative Development may just be the breaking point for that less-than-one-quarter-mile stretch that also attracts traffic off of Horizon Drive. Is the additional traffic that will be generated by new developments currently in progress on North 26.5 Road being considered? The 7th Street corridor is already unfriendly to walkers and bikers. There are few businesses accessible to pedestrians. The traffic study has identified the intersection of 26.5 Road and Patterson as a traffic problem intersection. Adding so many units just north of it does not seem to be addressing that problem.

I believe there has been a mistake in the final printing of the Comprehensive Plan. I am thankful a pathway to correct that exists. In chapter five, the section entitled *Minor Amendments to One Grand Junction Comprehensive Plan* allows "corrections to text or map errors", "revisions..." and "changes to maps, such as the Land Use Map, Tiered Growth Map..." (p. 89) It is erroneous to spill extra ink on the Sage Court neighborhood, residences built out to one per acre, and suddenly call them medium density.

Sage Court should be relisted as low density. The three lots to the north that are under consideration for a development called Paxton Valley are currently zoned R-2 and should be listed low density. That is appropriate and would accommodate three to five single family residences that would be a better fit with the surrounding neighborhoods in all directions. Contrary to the marketing, the property does not HAVE to be rezoned to be developed.

Paxton Valley at twelve units per acre, a possible/probable 30 units in the project, is not an appropriate fit!

Please come see the area before you push this development. Consider visiting during the drop-off time for students at Juniper Ridge when traffic backs up across 7th Street eastward down Horizon Drive as well as north and south on 7th Street. Then imagine it with the extra vehicles from the new developments north and 20-30 more cars in the morning just from Paxton Valley.

A Minor Amendment is definitely warranted. Changing this area to medium density is a mistake.

Thank you,

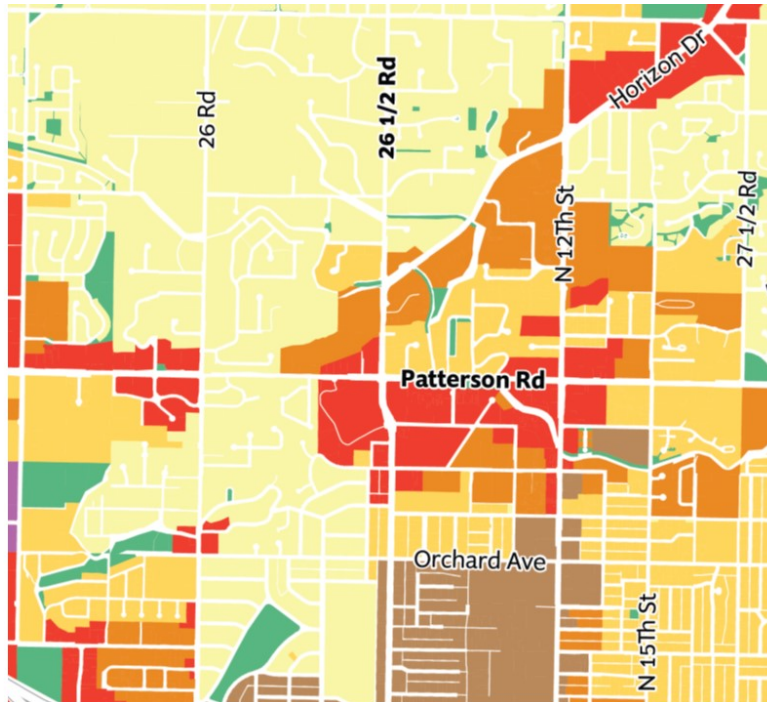
A handwritten signature in cursive script that reads "Carol Bergman".

Carol Bergman

Dear Mr. Thornton and Mr. Hochwalt,

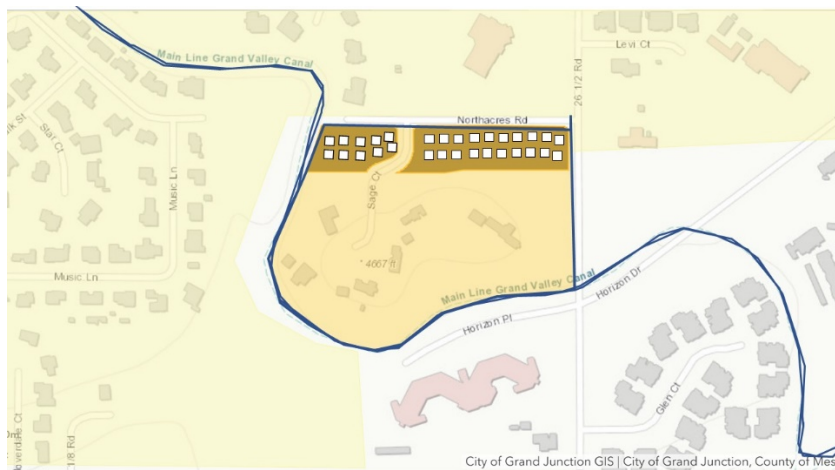
I have gone back and reread the emails you sent me. Thank you for the responses. I should tell you why my neighbors thought our neighborhood should have remained “residential low.”

1. We are not along the Horizon Avenue corridor. The Grand Junction Comprehensive Plan (GJCP) states “Thanks to the City’s policies, redevelopment and infill occur, especially along major corridors such as North Avenue, Patterson Road, State Highway 50 in Orchard Mesa, and along Horizon Drive.” The developments you showed on your map were almost all on the South side of Horizon Drive. Capella is also along the Horizon corridor but on the North side.
2. If the City’s priority was to infill in areas that are closer to the City core, businesses, and restaurants, Horizon Drive and Patterson Drive, there are many more “residential low” areas of the City that are better candidates for conversion to “residential medium” than the Northacres neighborhood (see map below from GJCP Pg. 58)



Map 1.

3. All of the properties surrounding the 2.5 acres are low density including the American Lutheran Church (R-1) as shown in the light yellow color below.

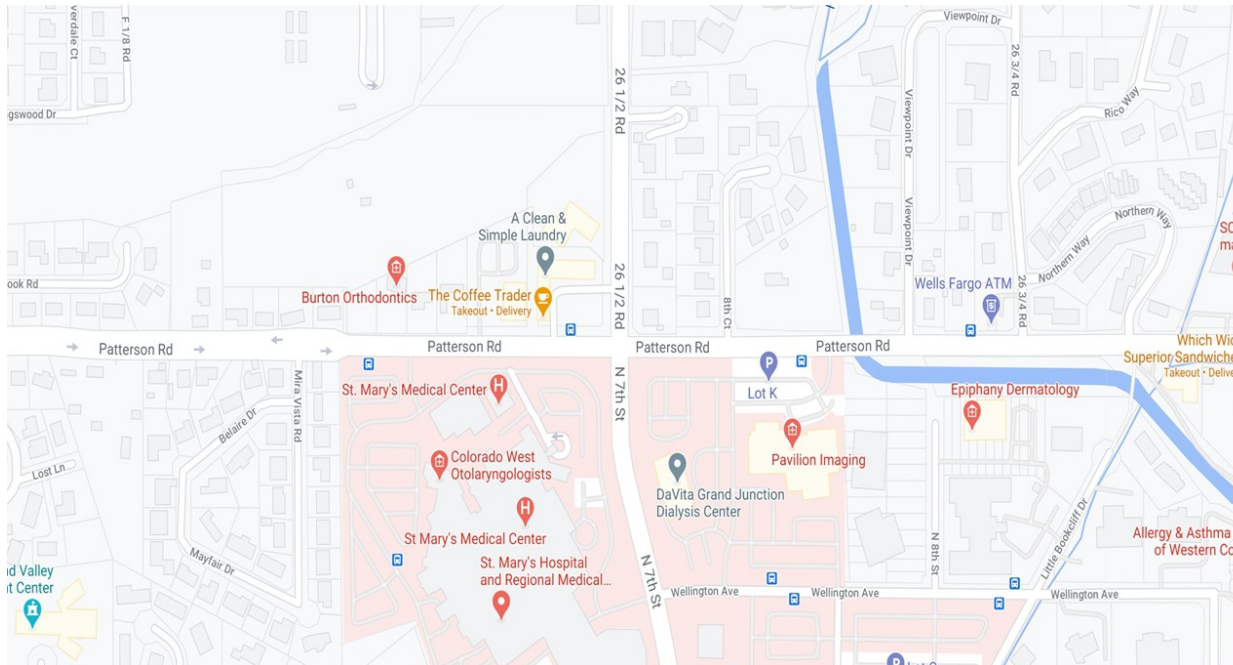


Map 2.

4. The GJCP (Pg. 60) states that the characteristics of “residential medium” are the following: “typically located in areas within walking distance of services and amenities and public transit.” The Northacres property has a low walkability score (26; car is necessary for almost all errands), a low transit score (22; no public transportation

within walking distance), poor bicycle access (only paths are on busy streets and corridors), the Patterson Avenue/26 ½ road intersection is a known problematic intersection (GJCP, pg. 100) with known bicycle and pedestrian accidents. There are no walkable parks (GJCP, pg. 106).

5. The other characteristic of “residential medium” property is that it is near commercial and employment areas. As shown in the map below, there are very few commercial areas near the intersection of Patterson and 26 ½ Road. As you know, there are no commercial areas along the nearby section of Horizon Drive or further North of the Northacres neighborhood. There are many other “residential low” neighborhoods that are much closer to commercial areas (see map 1 above). Northacres doesn’t meet this criterion.



6. The proximity of Northacres to employment could be a consideration for some residents. It wasn’t important to me when I moved into the neighborhood. Years ago, I lived in an area where the closest housing I could afford was 25 miles from my workplace. My commute each day was 3-3.5 hours total. Some employees at my workplace commuted more than 50 miles. Proximity to employment was a premium in that area. It is not really relevant in Grand Junction. The City is small and very driveable such that the majority of City districts can be accessed by car in less than 10 minutes (GJCP, pg. 113). As evidence, homes in the new Arabesque development are in high demand because of affordability and because residents prefer single-family detached homes that offer a degree of privacy. It is not a deterrent that the Arabesque development is not near large areas of employment. It just isn’t an important consideration in a small town like Grand Junction.

In summary, for the reasons stated above, we felt confused about the redesignation of our neighborhood as “residential medium.” That said, I should make it clear that we are supportive of moderate infill that would still be in keeping with the goals of the GJCP and the character of the surrounding neighborhood. We realize that WDM Corporation who has held the property as a long-term investment (almost 30 years), has a right to sell its land and that a developer has a right to develop a profitable project. A view of the map below shows various nearby developments in the “residential low” areas that were developed as R-4 neighborhoods. If the Northacres property were rezoned to R-4 as in the Northridge development (on adjacent West side) or the Levi Court development on the adjacent East side or even the Arabesque development currently being constructed on the fringes of the City limit, we feel the development would provide the “infill” the public and City envisioned and would provide much needed single-family housing that could be sold under the \$400,000 price range similar to the Arabesque development. Such housing is scarce and a needed housing type as stated in the Comprehensive Plan (GJCP, pg. 53). The Plan also recognizes that most City residents prefer single-family

homes. The inventory of such homes is scarce, particularly in the greater Northacres area (see Zillow). A rezone of the Northacres property as R-4 would have complied with the following statement you included in your letter:

“A feature of the 2020 Comprehensive Plan is the elimination of utilizing zone districts that are less intensive and dense for rezones in land use decisions and growth. For example the 2020 Comprehensive Plan does not include R-2, R-1 and Residential Estate (RE) as zone districts that implement the Residential Low Land Use Category.”



So why are the Northacre neighbors feeling disenfranchised? On March 1, 2021, the City held a neighborhood zoom meeting to inform us that a developer was planning to develop the Northacres property as R-12. Our neighborhood was shocked at the announcement. We were informed that this was all made possible because the newly adopted GJCP had changed the designation of our neighborhood from “residential low” to “residential medium.” Is the GJCP considered the final word on development matters or can the public have input still? You stated in your email, the City had a:

“.....2 year planning process that included in person community meetings, virtual meetings as well as online questionnaires and various opportunities for public input.”

What is becoming apparent is that the City outreach efforts were inadequate for our neighborhood. How many residents knew what the Land Use Map was and how important it would be to the future development of their neighborhood? I had the misfortune of buying into the neighborhood two days before the new GJCP was adopted so I had no opportunity to give input. Others in our neighborhood were studying a zoning map which showed no changes to our neighborhood. They didn't realize that the zoning map was irrelevant. Better neighborhood outreach could have helped the neighborhood feel more engaged and informed of what was at stake. A neighborhood meeting such as the one that occurred March 1, 2020 would have been very helpful if it had occurred during the GJCP planning process so that neighbors could have provided feedback before it the GJCP was adopted.

City records do not show that any Northacre neighborhood outreach meetings occurred during the 2 year GJCP planning process. However, City records do show there were meetings scheduled with realtors and/or developers and City officials to discuss rezoning the Northacres property before the GJCP was adopted on December 16, 2020. Furthermore, there is one prominent City official that had a financial interest in the disposition of the Northacres property (documentation available). What this shows is that there really weren't any City officials looking out for the interests of the Northacres neighborhood residents. These are the sorts of actions that make residents feel “steam rolled” and

disenfranchised. This could all have been avoided by having greater outreach and communication throughout the process rather than having a neighborhood meeting after the fact.

So what are our current options? As you stated in your letter,

“The.....existing zoning of the five existing one acre lots in North Acres remains intact.”

Yes, but that just reinforces that the only reason our neighborhood was changed to “residential medium” was to target the 2.5 acre parcel the developers now want rezoned.

“The Residential Medium Land Use Category in the 2020 One Grand Junction Comprehensive Plan establishes densities between 5.5 dwellings units per acre to 12 dwelling units per acre. Zoning with less than those densities are still valid and not automatically changed.”

Option 1. The current R-2 zoning of the Northacres vacant parcels is still valid. If the current rezone application were rejected, the developer could build up to five units on the property as R-2.

Option 2. Rezone the property as R-4. This option isn’t available in the “residential medium” designation of the GJCP. However, my understanding is that the GJCP is simply a guide and not a rigid, strict document that dictates all city zoning decisions. In our opinion, the rezone to R-4 is still the best option. It will allow moderate infill while not completely transforming the neighborhood and it is consistent with the Levi Court and Northridge neighborhoods.

Option 3. Rezone the property as R-8 and develop 5.5 to 8 units per acre. Is it the developer’s prerogative to select development at 5.5 or 8 units/Acre or can it be stipulated that only the 5.5 units/acre is allowed?

“ It also doesn’t mean that only a rezone to R-12 is appropriate for a given property. The Land Use category establishes a range, therefore the R-8 (5.5 to 8 dwelling units per acre) zone district would also be supported by the 2020 Comprehensive Plan’s “Residential Medium” Land Use category.”

Option 4. Rezone the property as R-8 with 8 units per acre

Option 5. Rezone to R-12 (complete disregard to neighborhood input).

I believe the five options listed above cover all possibilities. I also believe the best option is the rezone from R-2 to R-4 which will provide moderate infill while maintaining the character of the neighborhood.

Respectfully,

Greg Glenn

To: Grand Junction Planning Commission
From: Bill Graham, 3025 Cloverdale Court, City

RE: Proposal to rezone property described as “Paxton Valley”, (RZN-2021-183)

As a resident homeowner in the neighborhood adjacent (Northridge Subdivision) to the properties in question (“Paxton Valley”), I oppose the change in zoning of those lots from the current R-2, to R-12. I have a number of objections to the request.

These lots (Paxton Valley) are all surrounded by houses in small neighborhoods zoned as R-1, or R-2, or R-4. The lots in question are themselves currently zoned R-2. Why would the city want to drop this higher density into the middle of long-established neighborhoods and essentially disrupt the existing uses in the area?

The area doesn’t even remotely meet the Comprehensive Plan’s criteria for “Infill.” In the Plan, the purpose of infill is to satisfy the “desire for homes that are located close to local shopping, dining, and other amenities and that are walkable.” I dare say no one on the Commission or in the Planning Department has attempted to walk to any of these “services” from “Paxton Valley.” Certainly no one in a future “Paxton Valley” will be walking to the grocery store, or walking to dining. 26 1/2 road is a major collector road that the city plans to three-lane in the near future. It leads south to Patterson Road and one of the most dangerous pedestrian intersections in the city! To the north, it leads only into an area of R-1, R-2, and R-4 residential areas with absolutely none of the glowingly extolled amenities that the Plan cites as key criteria for infill. There is no exit west out off of Northacres Drive and any future west exit would require bridging a canal, constructing a road to connect with Northridge Drive, and significantly improving Northridge Drive all the way to 26 Road-not to mention that such a road would destroy another single family residential neighborhood by creating a throughway between 26 1/2 and 26. Increasing the density with this proposed rezone will lead only to more traffic being dumped onto 26 1/2.

The “Infill” designation is intended in the plan to foster “urban intensification” in the center city and core Downtown areas where the ability to walk to work, dining, services, and recreation exists. “Paxton Valley” is not in the center city as defined in the Comprehensive Plan. It is in one of the older “suburban” areas of the city. It is, in fact, in an area totally devoid of the amenities that the Plan defines as essential features of an area to make it suitable for infill.

My strongest objection to the rezone relates to the whole twisted use of the Comprehensive Plan’s concept of “Infill” to become a tool to essentially pre-approve zoning changes without going through the normal process of notification to adjacent property owners (those within 500 feet) of plans to change zoning in our neighborhoods. (For clarification, the Comprehensive Plan also changes the “use” on a substantial amount of land adjacent to my home to “Infill.” That property being the land now occupied by the Juniper Ridge Community School and owned by School District 51.) While the Comprehensive Plan had opportunities for public input, that “input” was largely collected in general meetings focusing on large areas or in meetings with city-selected “community representatives.” There was no effort to meet directly with neighbors whose property is nearest to areas being essentially targeted for higher density. The resulting “infill” designation then becomes a green light to owners and developers and a red light to nearby neighbors because the burden to make the case for greater density shifts from owners/developers to a burden on adjacent property owners to make the case for preserving existing densities and use patterns! Changing the existing zoning on these lots is simply spot zoning to benefit the owner of the properties to the detriment of everyone in the immediate and nearby neighborhoods.

Dear Members of the City of Grand Junction Planning Commission,

We are writing as owners/residents of Sage Court, regarding the recent request by Paxton Valley Development to change the zoning of the adjacent property (Northacres Subdivision) from R-2 to R-12. While long recognizing that this parcel will be developed, and, that it is part of the City of Grand Junction's plan to increase density in this corridor, I respectfully ask that you consider the following as you move towards a decision on this matter:

- The current neighborhood profile of families on larger lots and property values that will largely decrease if the development goes to full R-12.
- The increase of density already in motion for this stretch of 7th street with Juniper Ridge and the soon to be senior townhome complex north of Solaris.
- The impact of that level of density on irrigation, utilities and other infrastructure that will have to be built to accommodate.

As someone who works with nonprofits and knows the crisis of affordable and available housing for our community, I recognize the City's responsibility and response in supporting increased housing for our residents. I believe all of the neighbors understand this issue and are not asking for the zoning to remain R-2 but for the Planning Commission to consider something in between that maintains some of the character of ours and the surrounding neighborhoods while still increasing more units per acre. I know this same issue was resolved in a similar fashion for the 4-Pines neighborhood just north of Northacres.

Our additional concern is being one of the only two residents of Sage Court that own the property (630) that runs across the current gravel road access and abuts the new development. I have major concerns about the current road being considered for dual access to the Paxton Valley development not only for the impact on our property but for what I will have to do to legally uphold the integrity of our access and property that will potentially be in the middle this construction, development, access and density.

We respectfully ask the members of the Planning Commission to consider the above and will look forward to a positive engagement and resolution to this matter.

K. Tedi and Joseph Gillespie

To: Jace Hochwalt
Jaceh@gjcity.org
City Council
council@gjcity.org

April 30,2021

Re: RZN 2021-183
Paxton Valley Development

At this point in the process, I believe this letter can be brief:

The Sage Court neighborhood of six homes, each sitting on one plus acre lots, valued from \$475,000 to over \$725,000 are custom built and unique. All but one are over 50 years old.

Going from r-1 to r-2 to r-12 rentals makes no sense. While it is a financial win for the seller and buyer, it is a complete loss both financially and regarding quality of life for all neighborhoods adjoining the property. The city at large, and consequently taxpayers, would lose. 26 and 1/2 would need widening. and the bridge "nobody wants" into Northridge would be costly.

Res ipsa loquitur - - *the thing speaks for itself*. Color code a map of the area by zoning and the "thing" jumps out like a very sore thumb.

We do not believe it is in the city's best interest to sweeten a land deal for a buyer and seller at the expense of existing homeowners.

Respectfully,
H.K. Webster
Ruth H. Webster
Scott H. Webster

Planning Commission:

My name is Andrew Scott. I moved to Grand Junction with my parents in 1981 and have called Grand Junction my home ever since. I grew up north of town near paradise hills and learned to love the peacefulness and joy that comes with living in the country. I am currently a practicing dentist within walking distance of my office. My family lives on Sage ct and I am writing you to express my concern with the medium density designation of the Northacres vacant land.

I purchased our current home on Sage ct 4years ago with the idea of raising my young family here. When I purchased our house the designation was low density. Our neighborhood is very small (5houses) with each house sitting on a little more than 1acre. Our close nit neighborhood has a common space where I feel comfortable allowing my young children to play. Our neighborhood is what I love about Grand Junction. We are able to live close to the amenities that we desire but still have the benefits of a more rural residence.

The proposal to designate this area to medium density(R-8 or R-12) is not in line with the values of the adjacent subdivisions. The surrounding subdivisions (Paradise Hills, Sage Ct. and Four Pines) will all be negatively impacted by zoning the Northacres property at medium density.

The increase in traffic that would come with a medium density development in this area is the largest concern. Juniper Ridge school was built only 18 months ago. This school sits adjacent to Mesa View retirement home. The amount of traffic from the school and retirement home is overwhelming. Because they exit onto Horizon drive there are becoming large traffic backups at 26 ½ rd and Horizon and 26 ½ rd and Patterson. Within the last two years the Cappella of Grand Junction has also opened just north of 26 ½ rd and Horizon. This has also added to traffic concerns. Paradise Hills and Holy Family Catholic School add an incredible amount of traffic as well.

With a medium density designation the Northacres property could house around 30 dwellings. This would further congest 26 ½ Rd especially at Horizon Drive and Patterson Road. It does not follow the values of current residents and is not in the cities best interest. Zoning of the Northacres property should be set at low density. This would be in line with the adjacent subdivisions and better curtail the growing traffic concerns.

Please consider designating the Northacres property as low density. It would lesson the growing congestion in the area and provide for a safer community. Doing so would be the right thing for the surrounding subdivisions and overall community.

Thank you,
Andrew Scott
970-640-4076
andrewscott2@hotmail.com

Dear Planning Commission,

My Name is Katya Scott and I live on Sage Court .There is currently a proposal to allow the adjacent vacant land (North Acres) to be re-zoned to R-12. I am writing to convey my concerns. I live in one of five houses in our neighborhood. I have two children and am a nurse at St. Mary's Medical Center. When we bought this property, its greatest attraction was the neighborhood. All of our neighbors are good friends and we depend on each other. I grew up in Palisade and loved the small community and knowing each and every one of my neighbors. Today, my kiddos play in the front yard without concern of traffic and personal safety. The traffic from 26 ½ road is one of our greatest concerns. Already with the increased traffic from Holy Family Catholic School and Juniper Ridge School, nothing has been addressed from the City of Grand Junction to meet the needs of increased traffic...let alone from a new development that proposes increased housing.

This re-zoning is very concerning to me because of the high density proposed. I understand the increased need for housing in Grand Junction, but the proposal is overly ambitious for the surrounding area. This proposal changes the dynamic of the surrounding area and is not appropriate. Thank you for your time and consideration.

Sincerely,
Katya Scott

Subject: Rezoning of Northacres property from R-2 to R-12.

1. The need for infill.

City planners in large urban cities or metroplex areas try to address issues such as traffic and suburban sprawl that strain city resources. They begin to think high rises, old warehouses repurposed into loft apartments, and other multi-family housing as a means to address future growth (<https://www.mymetrotex.com/2017424pros-and-cons-of-high-density-housing/>). These large cities often have to project growth in the millions. Among the major drawbacks to high density infill are the increase in traffic and reduction of outdoor spaces that offer quality of life to residents. These drawbacks can be ameliorated to some degree by infilling in areas that are walkable and that are close to shopping, parks, and employment.

The benefits of infill to the city are:

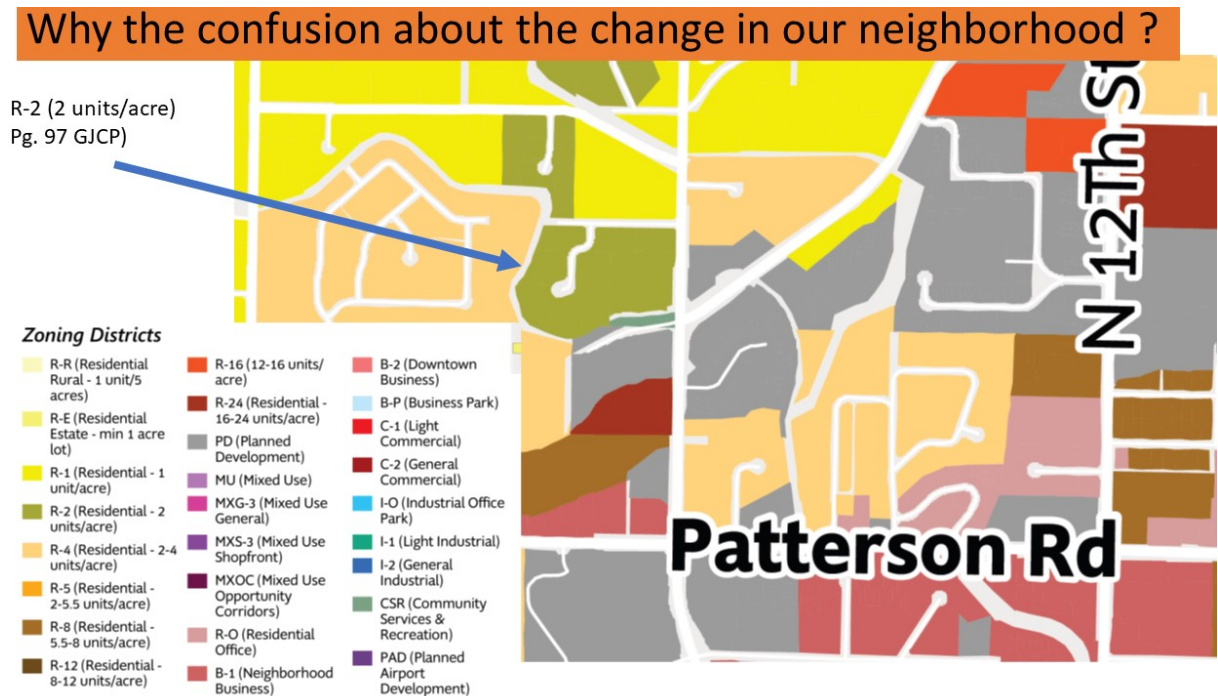
- Geographically easier to manage school districts. Sprawling school districts are costlier to manage.
- Lower cost to maintain infrastructure for governments.
- Sprawl doesn't pay the bills. Low density developments often do not provide a large enough tax base to cover the costs of public services.
- Gets rid of urban blight. Infill development to repurposes unused or abandoned lots and buildings into vibrant, tax-paying and revenue-generating parts of the community.

Our city can certainly benefit from infill. However, the type of infill should be done with careful consideration. One of the reasons Grand Junction is attractive to newcomers is that it doesn't have the congestion and crowded housing of large urban areas. Grand Junction is fortunate that there is "no lack of vacant land to accommodate new growth within the City's Urban Development Boundary" (GJCP, pg. 19). The highest demand for housing is for single-family detached homes. There is also a need for higher density multi-unit complexes in some areas. "Residents currently express a preference for homes in neighborhoods that are walkable and are located near amenities such as shopping and dining or that have access to parks and trails (Pg. 25 of GJCP." The city has prioritized infill "... along major corridors such as North Avenue, Patterson Road, State Highway 50 in Orchard Mesa, and along Horizon Drive" (GJCP, Pg. 19). The Northacres property is not on the Horizon Drive corridor. It has a poor walkability score, poor public transit score, no walkable parks, and no walkable restaurants or shopping areas. It is not a good candidate for R-12 multi-unit housing. Infill doesn't necessarily mean R-12, multi-unit housing. Infill also includes single-family detached homes such as those of R-4 which would be in keeping within the character of the surrounding neighborhood.

2. Northacres change from "residential low" to "residential medium" allows rezone to R-12

A neighborhood zoom meeting with City Senior Planner and Robert Jones of Vortex occurred on March 1, 2021. Our neighborhood residents were informed our neighborhood had been changed from "residential low" to "residential medium" in the Land Use Plan of the updated GJCP that was adopted on December 16, 2020. The change to "residential medium" meant that

our neighborhood could be rezoned to R-12 (up to 12 units per acre). The neighborhood residents were shocked and unaware that such a high-density development could be built in a low-density neighborhood. The city informed the residents that they had been given ample time to have input on the “Land Use Plan” before it was adopted. The GJCP was “.....2 year planning process that included in person community meetings, virtual meetings as well as online questionnaires and various opportunities for public input.” However, there are no city records indicating that there were any neighborhood meetings before March 1, 2021 to discuss plans to change our neighborhood to “residential medium.” Some residents were confused by the different maps in the GJCP. The GJCP Zoning Districts map on page 97 shows the Northacres neighborhood as R-2. Residents thought our neighborhood was staying as an R-2 neighborhood in the updated GJCP. They didn’t realize that this map was irrelevant and that the Land Use Plan was the key map for future projections.



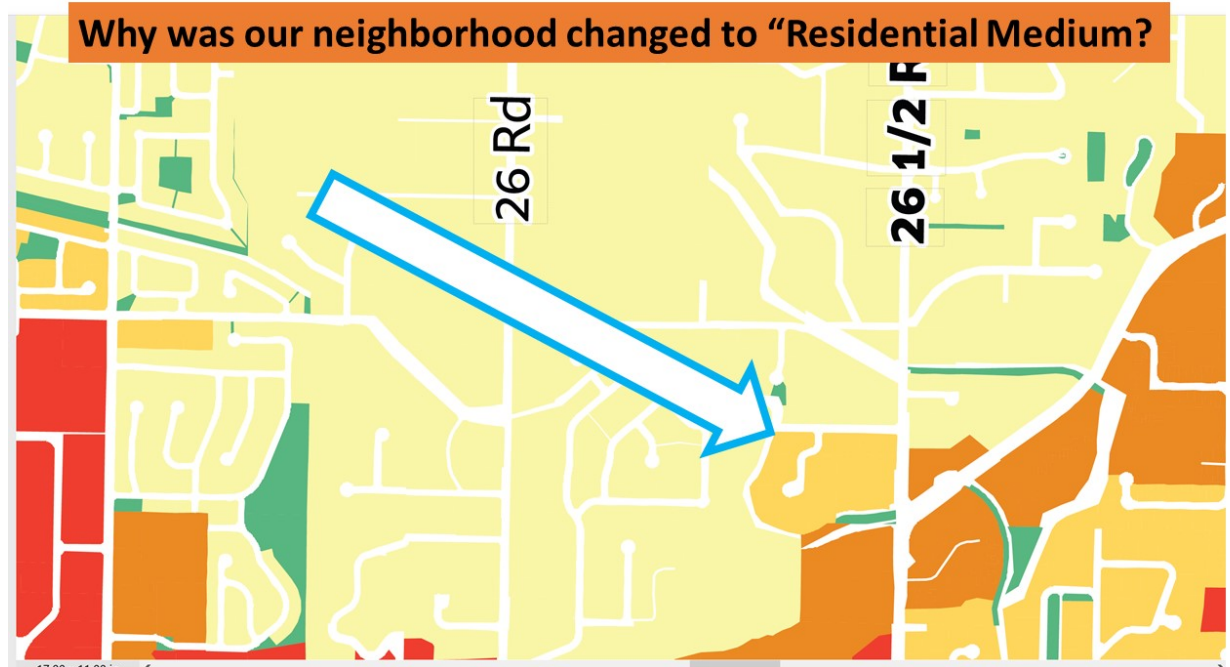
City records show that the group that was very active behind the scenes in learning about the Northacres neighborhood and its rezoning options included the realtors (including the spouse of a city official) and the developers.

11/09/2020 (Request date. Actual meeting with planning staff 11/23/2020). General Meeting MTG-2020-661 Request information about rezoning 0.801415 acres in an R-2 (Residential 2 du/ac) zone district. SW corner of 26 1/2 Rd & Northacres Rd. Applicant: Mike Park (represents the realtor).

11/20/2020 (City record: MTG-2020-661) Request information about rezoning 0.801415 acres in an R-2 (Residential 2 du/ac) zone district.

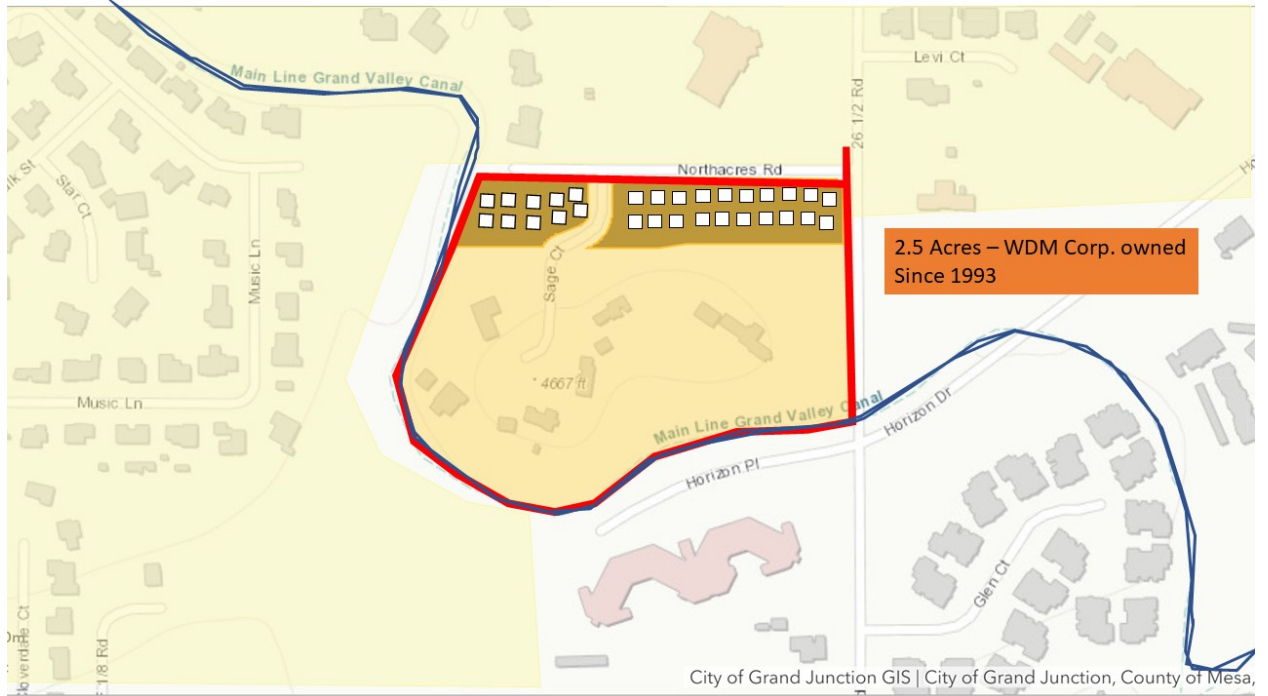
12/02/2020 (Request date. Actual meeting with Jace Hochwalt: 12/14). General Meeting MTG-2020-709 Request information about developing two parcels totaling 1.656555 acres in an R-2, (Residential 2 du/ac) zone district. SW corner of Northacres Dr & 26 1/2 Rd., Applicant: Eric Momin.

12/16/2020 – Updated Grand Junction Comprehensive Plan is adopted.



Notice in this map that there are “residential low” properties (yellow color) still on the Horizon Drive corridor and further down into the core of the city in areas much closer to parks and shopping and city amenities. After several letters to the city, it has become apparent why our neighborhood was changed to “residential medium.” It was to specifically allow the infilling of the 2.5 acre Northacre property. We were informed that our properties would stay R-2 and that only the 2.5 acre Northacre property would be changed to R-12. Changing our neighborhood on the Land Use Plan to “residential medium” was necessary to allow for an island of R-12 housing in an otherwise R-2 neighborhood.

One of the key characteristics of a “residential medium” area is that it is “Typically located in areas within walking distance of services and amenities and public transit” (GJCP, Pg. 60). The Northacres neighborhood has a very low walkability score, very low public transit score, is not within walking distance of any parks, is close to a dangerous (problematic) intersection, has bike paths only along busy highways (not conducive to family biking), and is not within walking distance of restaurants and shopping.



In summary, we ask that the city reject the Vortex application to rezone the Northacre property as R-12 and let the property be developed with moderate infill (R-4) that is characteristic of the surrounding neighborhoods.

Regards,

Greg Glenn

Jace Hochwalt

From: gail west <queengg1@gmail.com>
Sent: Tuesday, May 11, 2021 8:47 AM
To: gail west; Jace Hochwalt
Subject: SW corner of 26 1/2 Rd & north acres Rd

Follow Up Flag: Follow up
Flag Status: Flagged

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Regarding rezoning :

Higher density drastically changes the dynamics of a neighborhood. Most of the residents in the area affected are life long or long time residents who never would of imagined when they purchased their homes that this parcel would be considered for rezoning to such a scale as proposed here.

With increased population comes increased traffic, noise and crime threatening our peace of mind and life style. Please considering reducing considerably the number of units or preferably single family residences.

Thank you

James & Gail West

652 Levi Ct

Grand Junction

629 Sage Court

Paxton Valley Rezone Consideration



Background of Neighborhood

Kent and Ruth Webster...

Bought their lot from the family doctor, Paul Wubben (who owned the historic Vorbeck ranch at 627), in the late 60's, design-building their home in 1968 (I was 2). They still reside there and have every intent to die there without losing that sunset view of the Bookcliffs that sustains them daily to a 3-story apartment complex that blocks it and brings noise.

In February of this year, we were notified by Vortex Engineering of a developer's rezone request from the current R2 to an R12, claiming it was "consistent with the new Comprehensive Plan 2020." We contend that although the Comprehensive Plan may allow for "medium density", starting at R5, the proposed R12 is simply too large and **not** consistent with the nature of the homes and neighborhoods in the area. Additionally, we will compare against a similar project at 2711 G Rd. under development now that would be far better suited at R12 but has instead maintained R5 zoning.

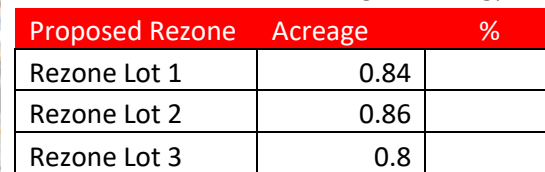


Table 1

The surrounding subdivisions of North Ridge and Four Pines are R4 and R2 respectively. Four Pines is the more recent subdivision and they successfully petitioned to have the zoning maintained at R2. In addition, they had significant water table issues that required pump remediation. We would request that due diligence be done on the soils and water table to determine whether the property can support the proposed use without negative consequences to existing homes and their irrigation needs. More importantly would be the traffic studies and costs, tangible and not, of bringing a bridge across the canal. As a child growing up when the bridge and trestle were there, and North Ridge was not, I can assure you that it will be a large attraction to adventurous Juniper Ridge students already exploring environs in their new home.

Why it doesn't work



No room for
this type of
structure and
parking

2020 Comprehensive Plan



Residential Medium

Range of Density

Between 5.5 and 12 dwelling units per acre.

Characteristics

- Comprised of residential uses with a range of housing types and densities.
- Typically located in areas within walking distance of services and amenities and public transit.
- Provides housing near commercial and employment areas.

Land Uses

- Primary: residential, home-based businesses.
- Secondary: accessory dwelling units, shared common space, parks, schools, places of worship, home-based businesses, other public/institutional uses, other complementary neighborhood uses.

Implementing Zone Districts

- Residential-8 (R-8 du/ac)
- Residential-12 (R-12 du/ac)
- Community Services and Recreation (CSR)
- Mixed Use Residential (MXR-3)
- Mixed Use General (MXG-3)
- Mixed Use Shopfront (MXS-3)

(h) R-12: Residential – 12.
(1) Purpose. To provide for high density development allowing several types of residential units within specified densities. R-12 may serve as a transitional district between **single-family and trade districts**. This district is intended to allow a mix of residential unit types and densities to provide a balance of housing opportunities in a neighborhood. This zone may be appropriate as a **part of a mixed use center**.

(2) Performance Standards.

(i) For purpose of calculating density on any parcel, one-half of the land area of all adjoining rights-of-way may be included in the gross lot area.

(ii) The creation of a two-family dwelling via the cons...

Policy 1-C: HOUSING TYPES. Promote a **variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character**
Not!

Existing in area 1
per acre, max 4

Trade/commercial
up steep hill or ½
mile away

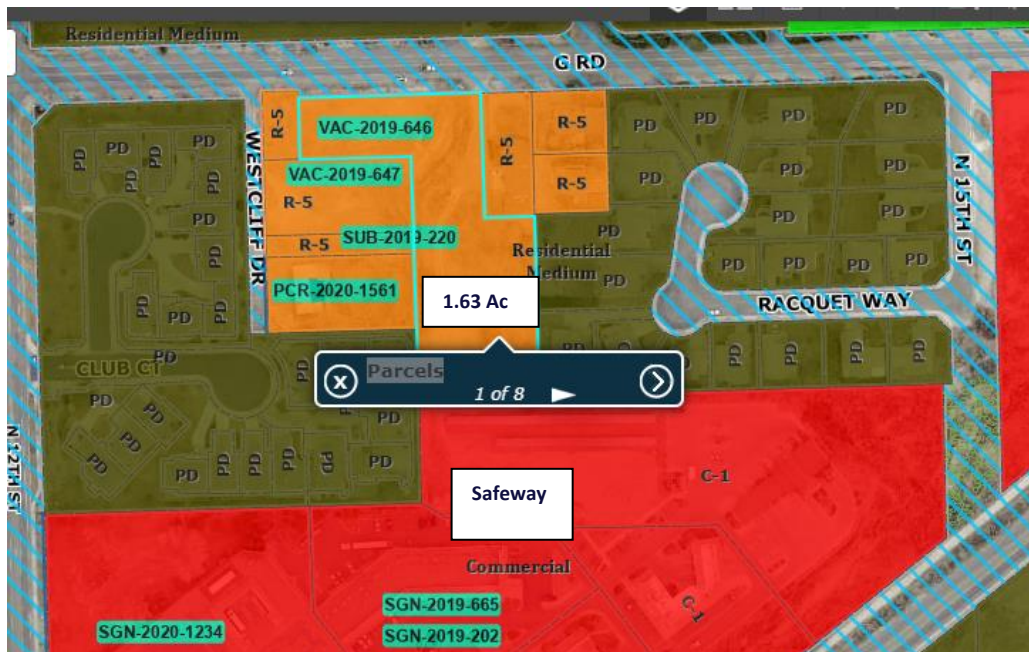
No parks,
disappearing
open
space/habitat

Traffic
congestion
increase,
especially
school hours

Quoted
from
Vortex
Project
Report

What about them?

This property is under development and is similarly “Residential Medium”, but with more amenities including a grocery store, bus transportation, motels and restaurants. The property is surrounded by newly built PD and C1, not historic R2. If infill and removing blight were the goal, then this lot should have been equally considered for rezoning to larger capacity.



In conclusion, while we understand we missed our opportunity for input during the Comprehensive Plan 2020 public comment process, we also know that reasonable requests for redirection should and can be considered, as noted in Chapter 5, page 89 of the One Grand Junction Comprehensive Plan. Please allow us the opportunity to live out the remainder of our 91 and 95 years in the home in which we invested our family’s future, without losing our priceless neighborhood character and perspective. Thank you for your consideration.

Most sincerely and respectfully,
 H.K. and Ruth Webster
 By Susan Webster

Grand Junction Speaks

Published Comments for May 11, 2021 Planning Commission Meeting

Paxton Valley Rezone

Our family moved to the Northridge subdivision 20 years ago and have been very happy to be part of this neighborhood. We are concerned that rezoning of neighboring area from R2 to R12 and/or extending Northacres Road would negatively affect the safety and integrity of our neighborhood. I feel that in the best interest of the affected property owners, there should not be any rezoning and/or extending of Northacres Road.

05/10/2021 4:26 pm

Suzanne Steel
361 Music Lane
Grand Junction, 81506

Hello-

I am opposed to the Paxton Valley Rezone application. We recently purchased our home in Northridge Estates and one of the most appealing features was the quiet, small, well kept neighborhood. There is only one way in and out which keeps traffic down. Light traffic allows our children and the other children in the neighborhood to play outside, the small number of neighbors allows us to get to know each other and feel safe letting our children go outside. The neighborhood is well kept because people love it here and take pride in owning a home in a coveted neighborhood. Adding 30 'affordable' housing units and a bridge to the mix will diminish the sense of community and safety. Traffic will surely increase within the neighborhood and put more strain on an already busy section of Patterson Rd. Other high density housing and commercial projects have yet to be completed along Patterson Rd. Approving another multi unit project before the true impact of the projects in progress is measured is premature and could have negative impacts on more than just our small neighborhood. Yes, the demand for housing is high right now, but there are better places in Grand Junction for multi unit housing, and there are other ways for the developer and the City to make money on this 2.5 acres, so I urge you to deny this application. Thank you.

05/10/2021 4:16 pm

Thomas Wright
3313 Northridge Drive
Grand Junction , 81506

We have lived in Northridge Estates for 45 years. When we moved here, there was no mall; Patterson was 2-lane; there were stop signs on Patterson and 1st and none on 1st Street; and little traffic. I am appalled you want to change the rezoning from 2 to 12. If anyone on the planning commission lived in our area, I might, maybe, perhaps understand it; but I think that this comes down to dollars. Sure, there will be development fees, and then after it

is built, we are stuck with a horrible idea and a horrible bridge to ruin our neighborhood.
Miriam Grafe

05/10/2021 1:33 pm

Miriam Grafe
3224 Northridge Drive
Grand Junction, 81506

I am against approving the rezone application for R-12. I have attached a detailed PDF file with the reasoning.

05/10/2021 1:27 pm

 [Attachments](#)

Gregory M. Glenn
627 Sage Court
GRAND JUNCTION, 81506

Due to all the development north of Patterson, the 1st Street intersection is extremely difficult to go south east or west on Patterson Road. This backup is the worst in the 7:30 to 8:30 a.m. timeframe by adding another bridge and access to Northridge Drive will exasperate the situation. Please reconsider Paxton Valley as it will isolate Sage court and will put a horrible burden on Northridge Estates. Thank you.

05/10/2021 1:21 pm

Jaye Sarapata
3037 Clover Dale Court
Grand Junction, 81506

We are against the high density in this area our traffic is already horrible this is not a walkable neighborhood now. I worked at Saint Mary's for 20 years you can't walk there from here. If this is approved over there on 7th street they should enter and exit on 7th Street there is no reason to ever put a bridge across this canal to the Northridge area. Our whole Northridge subdivision of 160 homes has only one exit in the whole subdivision; you may be confused about this because on a Grand Junction City Map it does show that there is another exit out of this subdivision near the canal and F 1/2 Road that was never done that is now private land there is still only one way out. So, if you put a bridge across people are going to try to come through here wander up and down through the hills, through the subdivision and exit only at the only exit which is almost at Patterson Road on 1st and opposite a surgery center, mind you, so the traffic is almost impossible to get out of here now. So, please do not put a bridge across here and have people wandering around through here. This is already a huge high traffic area as you know if Patterson that everything is exiting on the Patterson, and it's very very crowded you're trying to do something about the traffic there now. You can't widen the road so try not to do really high density housing just think about it and the future of Grand Junction. Thank you.

05/10/2021 11:02 am

Nancy Psencik
314 Northridge Drive

I am a Personal Representative for a property on Northridge Drive. I believe that rezoning the area to a higher density after a lower density has been the make up of these properties that are existing in the area is a very bad decision. The people that have trusted you when they voted to look out for their best interests will be looking at their property values dropping. This also allows for traffic problems and I am not sure a proper traffic study has been done, as it appears that property would be land locked and other ways of relieving the traffic issue would create congestion for other properties already in existence. Not sure that all areas of planning have been looked at as to infrastructure and how they will provide for such a density problem. Thank you.

05/10/2021 11:02 am

Lonnie Grossnickle
3421 NORTHRIDGE DR
Grand Junction, 81506

Accepting the change in zoning for this property from R2 to R12 would greatly diminish the very nature and long term success of the surrounding areas and neighborhoods adjacent to these three lots. We moved to Northridge Estates, from downtown, last fall for the very reason this is a safe, quiet, low development zone with one entrance/exit from the neighborhood where kids can play freely. The amount of activity and safety enjoyed in the neighborhood by all ages would be greatly affected by opening these lots to r12 development. The justification by city development for "Infill" are inappropriate for this particular area. We are not the city center nor would it be conducive to walk to any of the mentioned amenities or businesses. Ultimately this would be detrimental to the integrity of surrounding neighborhoods by increasing traffic, speed of traffic, litter, noise, and access. We are growing and housing is needed. I agree. Appropriate housing is needed but R12 is not appropriate for this area. Land is not as limited at city planning makes it sound. Drive around this town. Many areas are more appropriate for R12 zoning. Allowing development of R2 levels on these parcels are still an asset to the developer, the future homeowners, and the current homeowners who have chosen to live here because of the low zoning levels and the lifestyle that comes along with those zoning levels.

05/10/2021 10:50 am

Nicole Burkey
3313 Northridge Drive
Grand Junction, 81506

I'd like to comment on this high density R-12 zoning on the apartments up there by Sage. I think it's ludicrous that they're going to put more traffic that would put more traffic on both 7th Street which is two lane, and on 1st Street because if you actually put a bridge over the canal and run some of that traffic to Northridge there's only one exit out of Northridge and Willowbrook, it's a two lane, the streets are very narrow in Northridge going to have a lot of traffic problems there plus some days it's very hard to get on 1st Street from the traffic that's there now if you increase it's going to be worse, and I don't think that this is the

proper thing for a 30 unit multi purpose apartment house anyway that's my comment I'm definitely opposed. Thank you.

05/10/2021 9:45 am

Robert L Cherveney
221 Willowbrook Road
Grand Junction, 81506

Dear Planning Commission,

I am writing to express my strong opposition to the Paxton Valley proposal and the Main Line Bridge over the Grand Valley Canal. The proposed rezoning of 2.49 acres just south of North Acres Road on 26.5 Road from an R-2 designation to R-12. While the local community may be unable to prevent development, that in itself will be detrimental to the area, nearly all residents in the Northridge Estates neighborhood are completely opposed to the addition of multi-family housing that will destroy our neighborhoods community, cause traffic and safety problems, and potentially lower the property values of the existing community.

This plan will destroy our neighborhood. We specifically bought our home in Northridge Estates because it is a quiet, small, family-style neighborhood. One of the things we love about this neighborhood is that there is only one entrance and exit, which prevents heavy traffic and people who are not from our community in our neighborhood. The March 1, 2021 plan to build a bridge over the Main Line of the Grand Valley Canal that would connect North Acres Road and Northridge Drive will drastically change the flow of traffic in our neighborhood along with the safety of our community. This is a small neighborhood where everyone knows each other and kids are constantly at play outside. It is the neighborhood that so many of us are nostalgic about or dream of with the summer block parties to get together, endless summer nights of kids playing baseball or other neighborhood games, and is a quiet, peaceful place in the center of Grand Junction. Your plan will destroy this neighborhood by increasing the volume of traffic and people.

In addition, I am greatly concerned about how this proposal will impact the value of property in our community. Recently, two prominent realtors from different companies stated that a project at this density next to our one-house-one acre neighborhoods will decrease the value of our homes and property. These 30+ units will become investment rental properties, which will bring inconsistency to our neighborhood. Again, we chose to live here because it was a quiet, child-center, low density neighborhood with minimal traffic.

Finally, I am very upset with the lack of transparency and direct community outreach concerning the March 1, 2021 plan to build a bridge over the Main Line of the Grand Valley Canal as well as the Paxton Valley rezoning plan. I had to find out about both of these plans through our HOA President which is inexcusable from your City Planners team. Your team's lack of communication and outreach suggests you are more motivated by the dollar amounts projected by developers and than the well-being of the communities that will be directly impacted by these changes. Why has there not been letters consistently sent out to our communities disclosing these proposals? Have you toured through our community to talk with us about the change this would inflict on our community? Would you be willing to have this happen to your neighborhood?

I urge you to disapprove the proposed rezoning and bridge development from happening in our community. I know my opinions are shared by many who have not managed to attend

meetings or write letters and emails from my recent meetings and discussions with my neighbors.

Thank you for your consideration and for standing up for the well-being of our communities.

05/09/2021 10:13 pm

Jessica Miley
3362 Northridge Drive
Grand Junction, 81506

I have been a property owner and full time resident of Northridge subdivision for over twenty eight years. I believe the proposal to to change zoning of the Paxton Valley property at North Acres Road to an R-12 designation is not congruent with the area and I oppose the rezoning to higher density. Furthermore, I oppose a bridge being built over Grand Valley Canal that would connect North Acres Road and Northridge Drive. Northridge Drive is a residential street and the likely increased traffic through a residential neighborhood is undesirable.

05/09/2021 8:41 pm

William Feely
237 Music Lane
Grand Junction, 81506

My concerns to the Paxton Valley Rezone has to do with the future development of the 2.5 acres located at the southwest corner of 26 1/2 Road and Northacres Road. Since the Applicant provided no proposed development plans for the subject site, I have to assumed a total of 30 residential units could, and probably would be built in the 2.5 acres in consideration. Even though there are a few higher density sites in the nearby area, such as The Capella Assisted Living Facility, Solstice Senior Living Center, and the proposed Village Co-op Senior Apartments, the future development on this site would be much different. The housing types that could be built on these 2.5 acres would consist of duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units. These housing types provide different dynamics to the existing neighborhoods than do Senior Assisted Living Centers or Senior Apartments. These housing types would not maintain the character of this neighborhood as stated under item 5 of the Analysis section of the recommendation to approve the rezoning from R-2 to R-12 to the Grand Junction City Council by Senior Planner Jace Hochwalt. This does not even address the future possibilities of increased traffic flow through the Northridge Estates Subdivision where I currently live. Based on these concerns I request the Paxton Valley Rezone not be recommended for approval to the Grand Junction City Council.

05/09/2021 8:40 pm

Leslie W Perich
362 Music Lane
Grand Junction, 81506

May 9, 2021

Dear Members of the Mesa County Planning Commission and Grand Junction City Council,

We have purchased our home and pay property taxes to live in an area that is not high density because this is the manner of living that we desire. Our home is our place to come to where we feel balanced and safe, as well as our lifetime investment. Our subdivision and the surrounding areas are of non-high density living and the chosen transient lifestyles that high density allows. Our subdivision and surrounding areas do not have the infrastructure to well-tolerate the traffic and impact that high density building would bring. Please do not allow the Paxton Valley Rezone project to come to fruition in the area proposed. Please know that I respect and wish for others to enjoy our valley and enjoy their lifestyle choices, but also please understand that continuity in building and residential areas are sought after for all of the reasons above. Please help us keep it this way.

Sincerely,

Lori A. Sommers

Home Owner in Northridge Subdivision.

05/09/2021 6:06 pm

Lori A. Sommers
237 Music Lane
Grand Junction, 81506

To the GJ Planning Commission:

The Paxton Valley Rezone is an unnecessary and unwanted proposal. Currently zoned for low density residential, as is all the land around it, there is no need to create an island of high density housing, moving from 1 residence per plot to as many as 12. These residences will almost certainly become rental properties in short order. Having previously lived in a neighborhood where the primary housing occupants changed from owners to renter in a period of only a few years, I have had personal experience watching the area quickly change from upbeat, personable, and desirable to overgrown, run-down, vandalized, and unwelcoming. Cramming multiplex housing into an area currently designated for single family changes the dynamic of an area and frequently creates significant problems. It is unsurprising that those who are pushing for such a change are those who would build the housing complexes and reap the financial benefits of such construction, then leave without having to deal with the consequences foisted upon the residents, students, and professionals who currently occupy the area. The land can and should be developed, certainly, but as it is currently zoned and as it was intended to be used.

There is no need for a bridge from 7th through the area, either, which would turn the safety of Northridge Subdivision into through traffic for anyone looking to skip Patterson and not drive to G Road. This would compromise safety for the residents, children, and properties.

The rezoning proposal, of course, notes all of the rose-tinted possible positives without addressing the realities of the situation. People do not walk across 7th or Patterson if they can help it. There are indeed some of the commercial sites available that were mentioned, but they are not in need of jamming 2½ dozen houses into 3 acres a half mile away. Parking would be another problem for the housing, as there is insufficient space for 30 houses plus the parking, and nowhere to overflow to without additional rezones and putting the entire area in disruption. The school, church, senior living, and memory care centers would bear the brunt of the parking problems until then, again endangering safety and security.

Please consider declining the rezoning proposal.

Thank you,
Eric Gustavson M.S., NCC, LPC
05/09/2021 3:34 pm

Eric Gustavson
3111 CLOVERDALE CT
GRAND JUNCTION, 81506

Dear GJ Planning Commission,
The Paxton Valley Rezone south of North Acres Road is a huge concern to area residents. The 3 plots that are currently there should hold 3 residences by current zoning. This makes a lot of sense with surrounding neighborhoods. It does not make sense to re-zone it as R-12 and put in 8-12 units per plot and put in 30 units. The increased traffic to 7th street would decrease safety for St. Mary's Hospital employees and surrounding businesses, as well as Juniper Ridge Community School students and families. I understand that Grand Junction planners want to grow and continue to increase business to our region, however, there are other things that our community could use more than increased residents and increased traffic. Please consider adding more recreation opportunities such as mini-golf, an ice rink, supporting public pools, and other sports opportunities in addition to the parks and trails here. Aside from Bananas and Get Air, there are not many chances for our youth to be active. The 30 units would probably become rental properties over time and this would bring additional problems to the community as it reduces property values and increases crime.
Please consider this request to keep the zoning as-is and maintain the residential community that has already existed here for over 30 years.
Best regards,
Amy Gustavson, M.A. CCC-SLP
05/09/2021 3:03 pm

Amy Gustavson
3111 Cloverdale Court
Grand Junction, 81506

I'm calling about the Paxton Valley Rezone. I have lived in Northridge since 1985 and I am totally against the rezoning. I would like to make that a note that I am not for it; totally against it. Thank you.
05/09/2021 2:30 pm

Julie Jussel
3037 Northridge Drive
Grand Junction Colorado, 81506

I would like to add my input to this matter. This is a similar issue that has come up time and time again from my hometown of Santa Barbara, California. The need for desirable housing to accommodate the need for workers in neighboring areas is important, but that should not compromise the quality of those areas or neighboring areas. Over the years my hometown went from what was called the Riveria of the West Coast to an over populated area due to

poor city planning and is now less desirable to live in than the surrounding cities. It appears that this rezoning causes more harm to the value of the affected areas than it benefits the need for additional housing. In this instance, I would think there must be a better alternative to resolve the need for additional housing as there are currently multiple projects in the works to increase the housing availability for the city. We moved to grand junction 3 years ago so my twin boys could have the type of town to grow up in as I did before Santa Barbara turned it turned into another Los Angeles. I want to see grand junction grow and prosper, but would hope more thought and consideration is taken so it doesn't lose the feeling is has and the intrinsic value that make this town desirable to call home.

05/08/2021 11:23 am

David Roozee
3410 Northridge Drive
Grand Junction, 81506

As a nearby property owner I am greatly opposed to the rezoning of the said property from R-2 to R-12. This would only benefit the pocket books of a selected few and not impact in a positive manner the surrounding neighborhood. The proposed density of R-12 does not reflect the area and would only devalue the existing homeowner's investments. A more reasonable proposal would be to leave it as is and build beautiful homes with safe areas for families or at best R-4 zoning.

Alicia Gleason Morrill

05/07/2021 7:09 pm

Alicia Gleason Morrill
412 Northridge Dr
Grand Junction, 81506

Hi, I would like to leave a comment regarding the Paxton zoning. I think 22 units per acre is inappropriate for the subdivision with the single houses that live south and west of that, and I think that that Duke Wortmann being on the city council and his wife being the realtor for that property is inappropriate. I think you need to keep the character in the value of this part of the valley and mixing and all that high density with really more rural one acre lots that are in those areas inappropriate more appropriate would be at the most 4 units per acre. Thank you.

05/04/2021 9:21 am

Margaret Pilcher
645 26 Road
Grand Junction, Colorado, 81506

Community Development Department
Chairman: GJ Planning Commission
Senior Planner: Jace Hochwalt

May 10, 2021

Re: Paxton Valley Rezone: R2 to R12

The rezone request is quite vague, falling back on the recently completed City Comprehensive Plan (approved Dec. 2020) as rationale to approve. Based on the aforementioned vagueness I oppose the rezone based on the following:

1. This appears to be an infill project (going from 5 residential units to 30)
Has a specific residential study (Housing element) been completed?
2. Traffic issues: Has a specific traffic study including, parking element
Been drafted?
3. Time lines for proposed projects seem to be non-existent; if approved?
When would the project begin? Site development? Roadway changes?
Other necessary infrastructure?
4. Cost is also not defined, this could certainly have tax payer liability.
Who or what governmental agency will be responsible for start up?

Conclusion: This rezone request should not be approved as the implications for the affected neighborhood are great. Density, traffic, parking, and the potential for devaluing existing property.

At best the request should be continued until specific implications can be addressed.

Respectfully submitted,

Lynn W. DeFreece
3333 Music Lane
Grand Junction, CO 81506
530 526-2512

**Planning Commission
Meeting – May 11, 2021
City Council Meeting –
June 2, 2021**

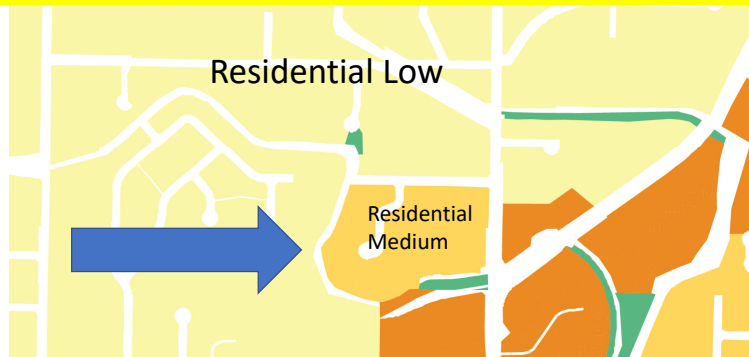
Good evening Mr. Chairman and Commissioners,
My name is Greg Glenn. I am a resident of 627 Sage court which is within the Northacres neighborhood. I am responding to the rezone application the city received from Vortex Engineering. I appreciate the opportunity to provide public feedback regarding the proposed changes to our neighborhood.



As I am sure you are aware, Realtors and developers only have a financial stake in a property. The impact of their actions on a neighborhood is of little or no consideration as long as profits are maximized. In contrast, residents have much more at stake in what happens in their neighborhood because they have chosen to make their neighborhood their home. For most residents, the greatest investment they will ever make is in the purchase of a home in their neighborhood. Many pay mortgages for 30 years and spend countless hours on home maintenance and improvements. Beyond the financial stake they have in their neighborhood, it is the residents that forge relationships with their neighbors and develop the sense of community that helps make our city a wonderful place to live. With everything city residents have invested in their neighborhoods financially, emotionally, and socially, it is fitting and appreciated when city officials thoughtfully consider the input of residents before making decisions that will permanently change their neighborhood.

Neighborhood Meeting – March 1, 2021

- Neighborhood “land use” classification changed from “residential low” to “residential medium”
- Vortex Engineering would be pursuing rezone from R-2 to R-12



The purpose of this presentation is to share our concerns and perspective on the proposal to rezone the vacant parcels located in the Northacres neighborhood. On March 1, 2021, a neighborhood zoom meeting was held to inform the residents of the intent of Vortex Engineering to apply for a rezone of three vacant parcels of land located on the North section of our neighborhood. We were informed that an R-12 rezone was now possible because the “land use” classification of our neighborhood had been changed from “residential low” to “residential medium” in the new GJCP. The blue arrow is pointing to the Northacres neighborhood. I will present our case for why the land use classification for our neighborhood should have remained “residential low” and why we believe the vacant parcels should be developed at no higher than R-4; consistent with the adjacent neighborhoods.

What are the criteria for “residential medium?”

1. Comprised of residential uses with a range of housing types and densities. (GJCP pg. 60)
2. Typically located in areas within walking distance of services and amenities and public transit. (GJCP pg. 60)
3. Provides housing near commercial and employment areas.(GJCP pg. 60)

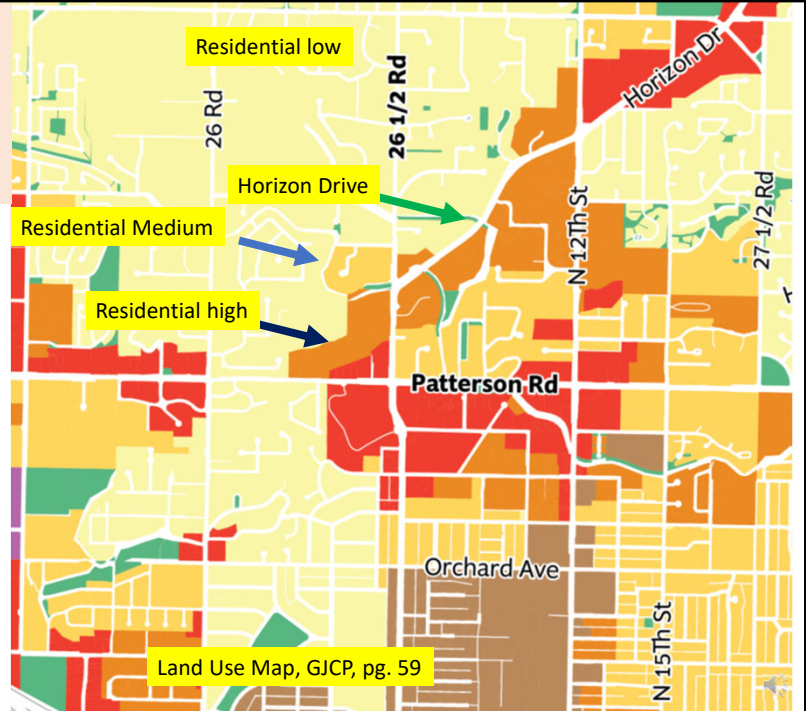


Three of the criteria that distinguish residential low from residential medium are shown here.

1. Comprised of residential uses with a range of housing types and densities.
2. Typically located in areas within walking distance of services and amenities and public transit.
3. Provides housing near commercial and employment areas.

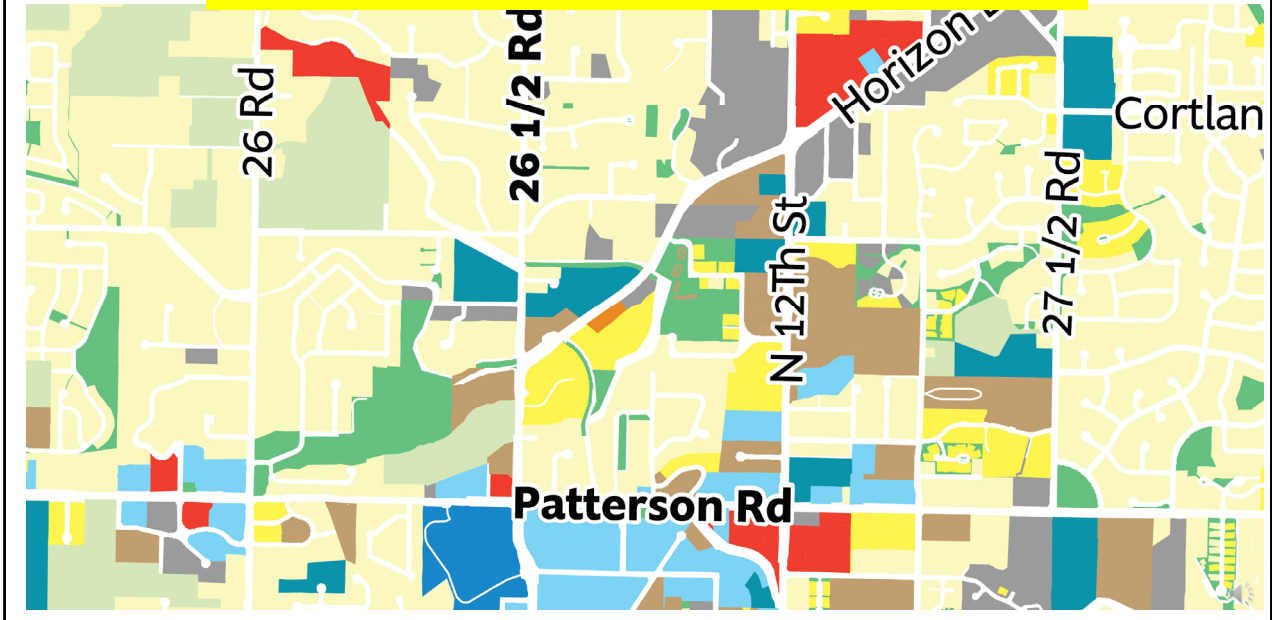
Criteria for Residential Medium Not Met

1. Comprised of residential uses with a range of housing types and densities. (GJCP pg. 60)



The first criterion for Residential Medium is that the area must be comprised of residential uses with a range of housing types and densities. In this map, the light yellow color represents “residential low” and the gold color represents “residential medium.” As seen in this land use map, nearly all of the mixed and multi-unit housing in the area is concentrated South of Horizon Drive (please see the green arrow). The area North of Horizon Drive in our area is designated “residential low.” Horizon Drive serves as an established transition between residential low and higher density housing to the South. The blue arrow shows our neighborhood which was changed to residential medium. There is not a “range of housing types” North of Horizon Drive.

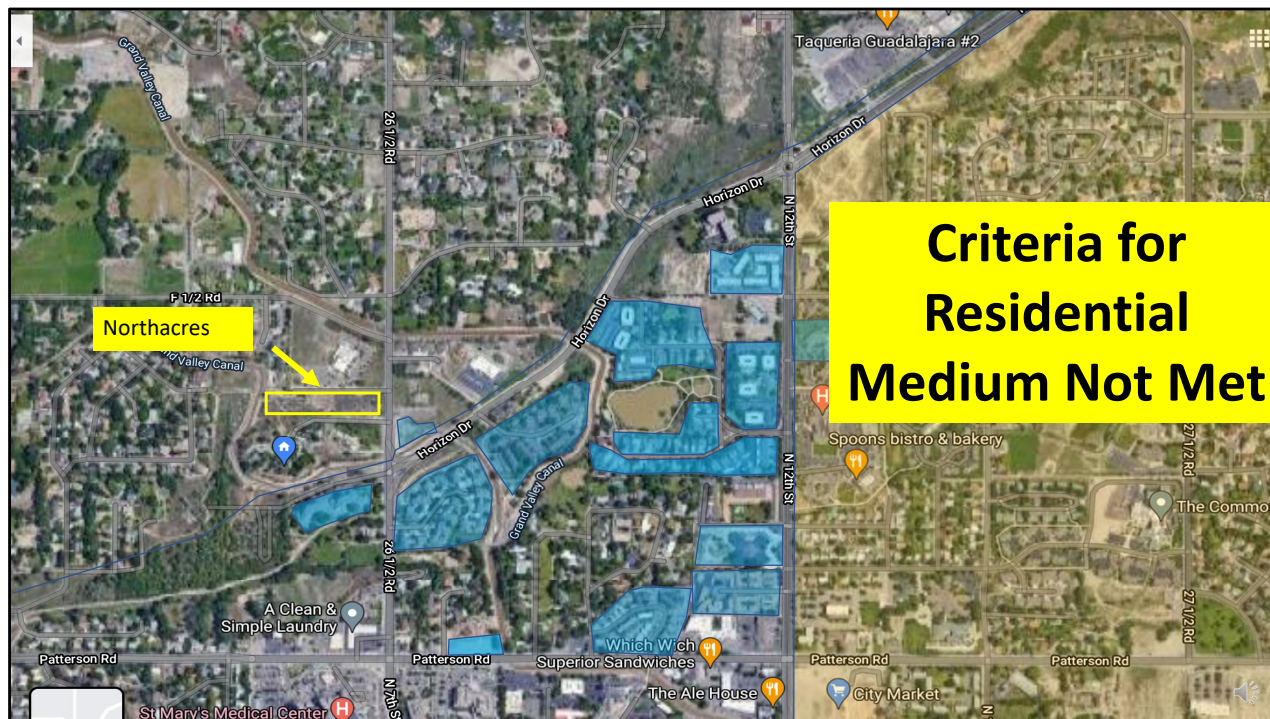
Current Land Use Map (GJCP, Pg. 96)



The lack of a range of housing types is also shown on the Current Land Use Map (pg. 96 GJCP). South of Horizon Drive, there are condos (bright yellow) and multi-family units (brown). These housing types are not found North of Horizon Drive. Horizon Drive is a natural transition between mixed housing types and the almost exclusive single-family detached housing North of Horizon Drive. The Green area West and South of Northacres is school property and is where Juniper Ridge Community School is located. The blue sections near Northacres are the properties of three different churches.

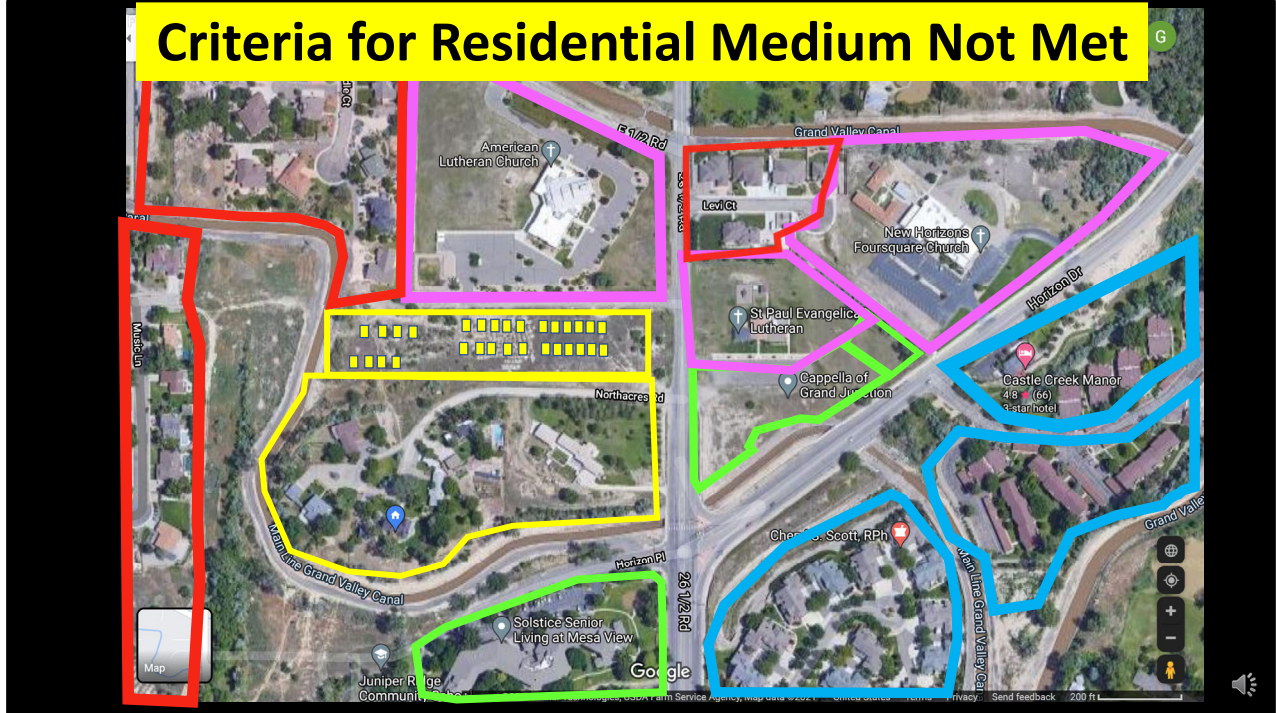


Main Line Grand Valley Canal with its access road runs from the end of Horizon Drive and along the South and West border of Northacres neighborhood providing a natural transition between multi-unit housing and single-family housing.

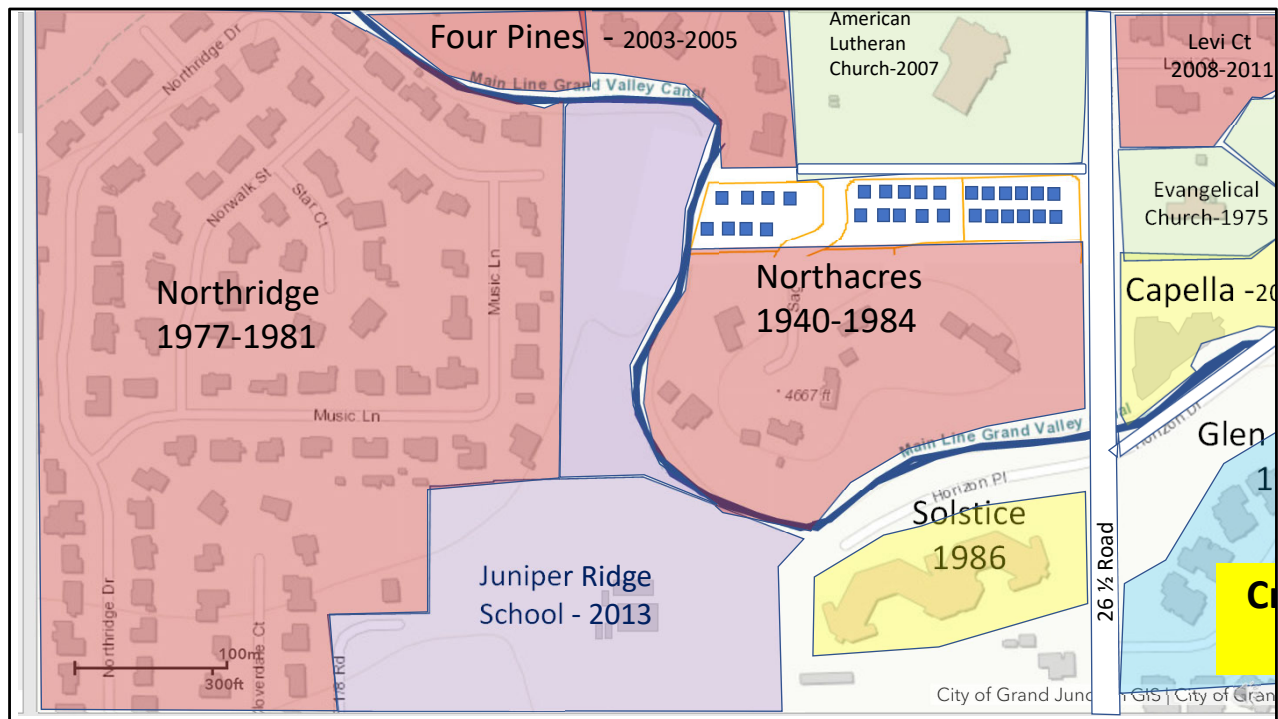


This picture gives a “bird’s eye” satellite view of the Northacres property in relation to the surrounding areas of the city. The yellow arrow is pointing to the location of the three vacant parcels in the Northacres neighborhood. There is almost no multi-unit housing North of Horizon Drive with the lone exception being the Cappella Senior complex. All housing North of Horizon is comprised of single-family detached homes. The right quadrant in the photo also contains multi-unit housing but that wasn’t highlighted since it is not adjacent to Northacres.

Criteria for Residential Medium Not Met



This satellite image shows the Northacres neighborhood within the highlighted yellow lines with the vacant parcels inside the yellow rectangle. The small yellow squares represent the 30 housing units that could be constructed if the city grants an R-12 rezone of this property. The multi-unit housing in blue. The church properties are shown in pink and are common in “residential low” neighborhoods. The two green sections highlight two nearby senior centers (Capella and Solstice). We make a distinction between senior living facilities and other mixed housing types. Why? Because these housing types are unique and different. Their impact on a neighborhood is similar to that of a church. Senior centers do not contribute to vehicular or pedestrian traffic. They can be located in areas that are not within walking distance of shopping, employment, etc. and they are not available for purchase or rent by families or the general public. The Single-family homes are in the red color. The land South of the Northacres neighborhood is school property and is low density.



The local development occurred at different times. The Northacres homes were built over a period of 1940 to 1984. The Northridge development was built from 1977 to 1981. The Evangelical Church was built in 1975. The Foursquare Church was built in 1978. The next development was the Solstice Senior facility built in 1986. The Glen Condos were built in 1998. The Four Pines residential development was built in 2003 to 2005 and extend adjacent to the vacant Northacre parcels. The Lutheran church was built in 2007. The Levi Court development was built in 2008 to 2011. Five years later, the Capella Senior Living center was built. As with the Solstice facility, the Capella Senior Center is not a typical multi-unit facility. These facilities do not generate vehicular, bike, or pedestrian traffic. They are not a housing type that is available to the general public. Their impact on a neighborhood is very much diminished.

Criteria for Residential Medium Not Met

2. Typically located in areas within walking distance of services and amenities and public transit. (GJCP pg. 60)

Northacres neighborhood

Walkability Score = 20; car dependant

Transit score = 21; minimal transit

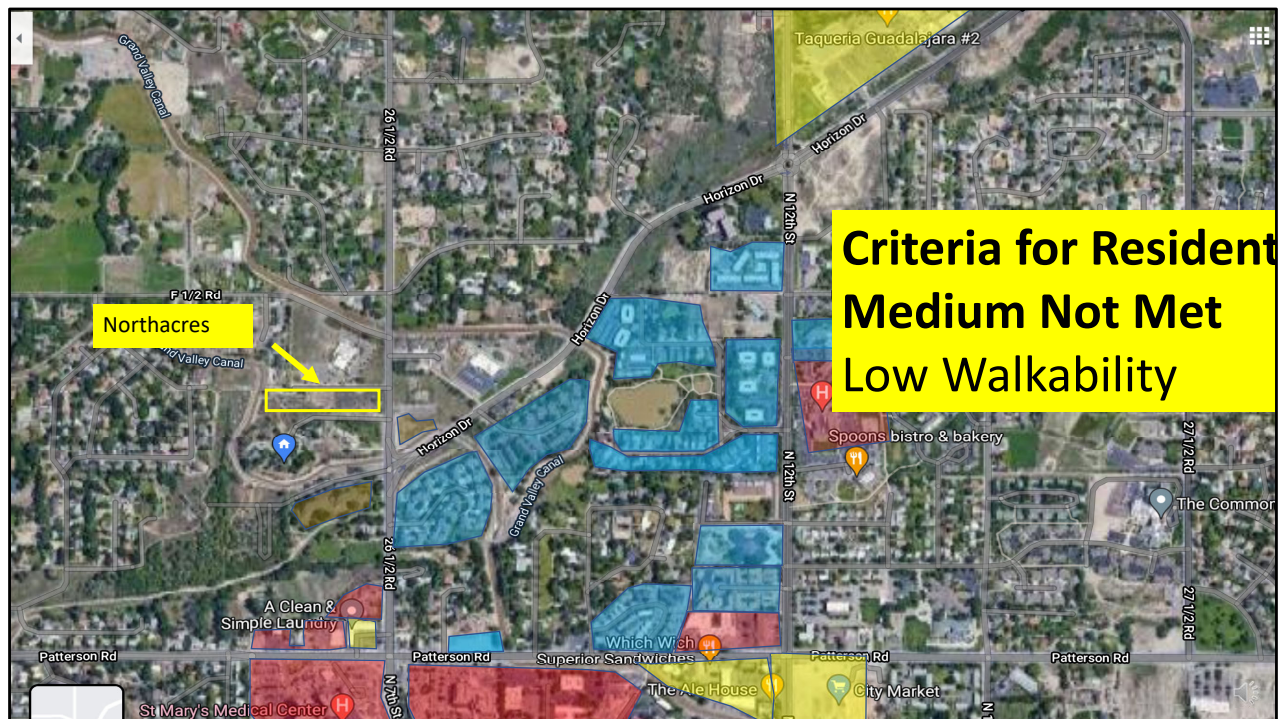
Bike paths only along busy streets

Problematic Intersection (Patterson and 261/2)

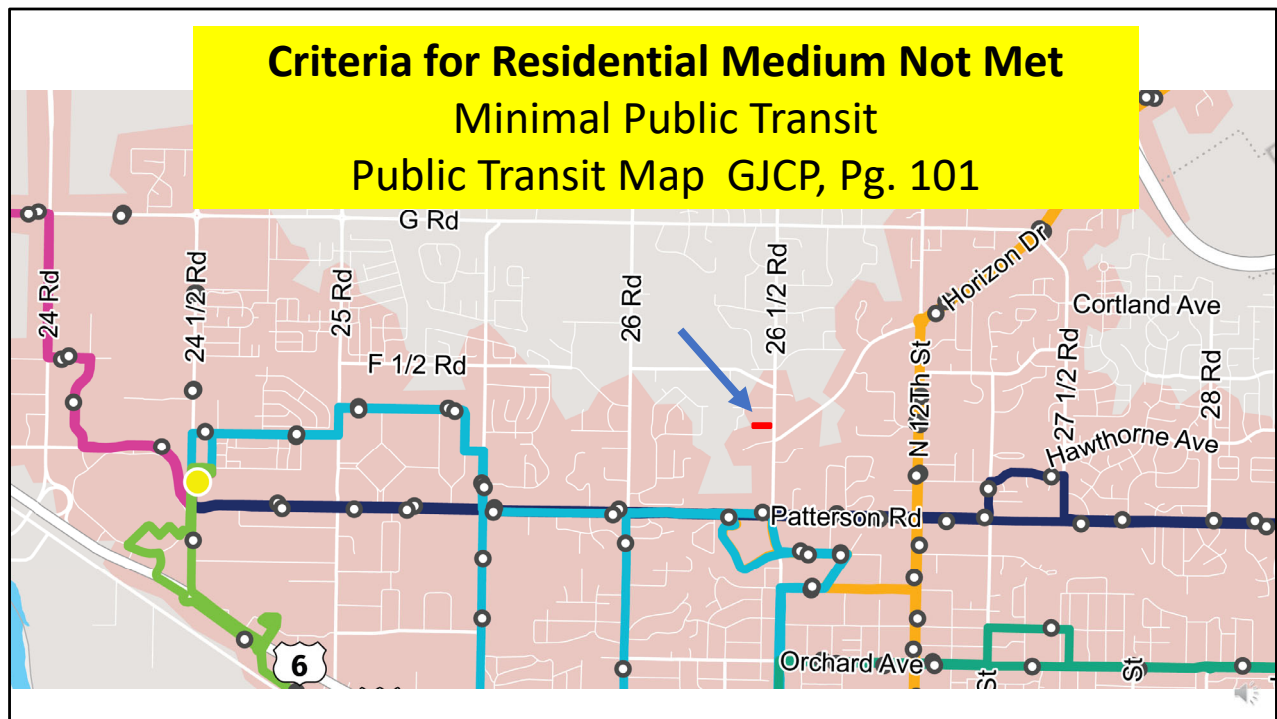
No walkable parks



The Northacres neighborhood has a very low walkability score (Zillow; 20=driving necessary for almost all errands), low transit score (excessive distance to reach public transit (St. Mary's parking lot has closest transit stop)), bike paths only along busy streets which is not acceptable for families. There are no city parks within walking distance. Furthermore, one of the most problematic (dangerous) intersections in the city is located at Patterson and 7th. Due to the low walkability and distance from public transit, residents will need to drive which could overwhelm the neighborhood with vehicles and traffic congestion just to get in and out of the neighborhood. Since most households have at least two working adults, R-12 zoning could result in 30 units and the likelihood of at least 60 additional vehicles in the neighborhood.



This picture gives a “bird’s eye” view of the Northacres property in relation to the surrounding areas of the city. The yellow arrow is pointing to the location of the three vacant parcels in the Northacres neighborhood. The yellow regions mark the nearest retail stores and grocery shopping. The yellow area at the top of the photo marks the Safeway shopping center with a few adjacent restaurants and businesses. The yellow region at the bottom marks the City Market store and a nearby restaurants. The red areas mark the medical offices. The St. Mary’s hospital is the lower left area in the photo. The blue areas mark the various multi-unit housing complexes. It will be necessary for Northacres residents to drive for almost all errands. As mentioned previously, an R-12 development could add as many as 60 vehicles to our neighborhood which would negatively impact our neighborhood.



This map shows that there is minimal public transit available. The closest public transit would be at the intersection of Patterson and 26th Road.

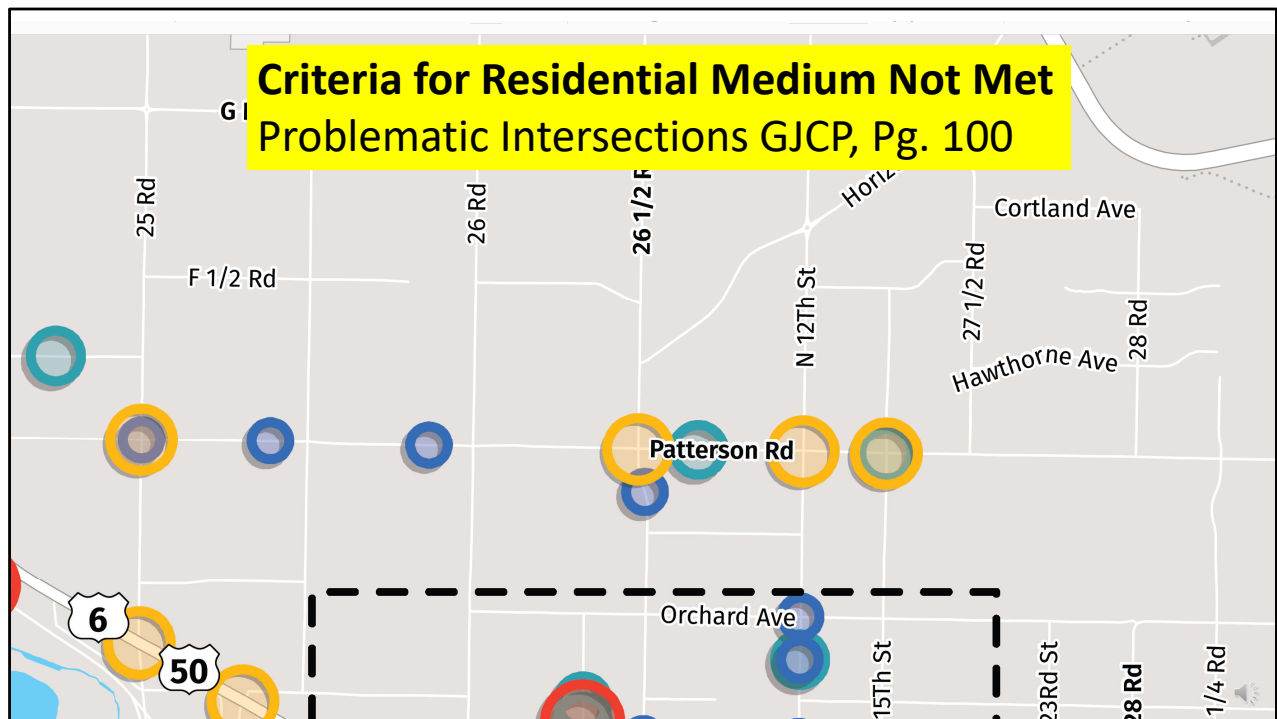
Biking only on
busy roads



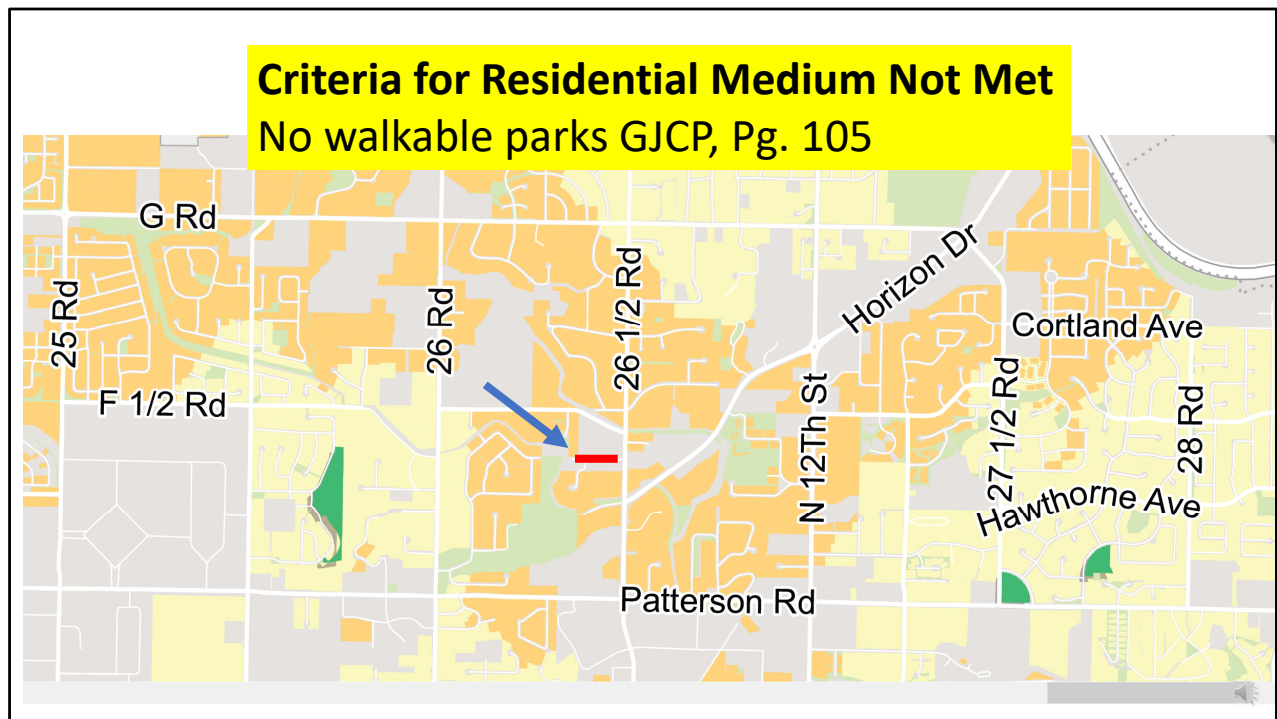
No public access for
walking or biking on
to canal roads

**Criteria for Residential
Medium Not Met**

This picture shows St. Mary's in the far distance. Residents would have to walk almost that far to reach the bus stop on Patterson Avenue. The only bike paths are along busy roads. This would not be advisable for families. There is no public access for walking or biking along the canal roads. These roads are blocked with gates and posted with no trespassing signs.



How safe is it for pedestrians and cyclists in the area? The intersection at 26 ½ Rd and Patterson Rd is problematic (dangerous). Furthermore, other areas along Patterson Rd are a concern for pedestrians. The blue circles indicate bicycle accidents. The green circles indicate pedestrian accidents.



The park service area map (GJCP Pg. 105) indicates there are no walkable parks. Family activities will require driving which will create additional vehicular traffic.

Criteria for Residential Medium Not Met

3. Provides housing near commercial and employment areas.(GJCP pg. 60)

Northacres has no walkable shopping/restaurants.

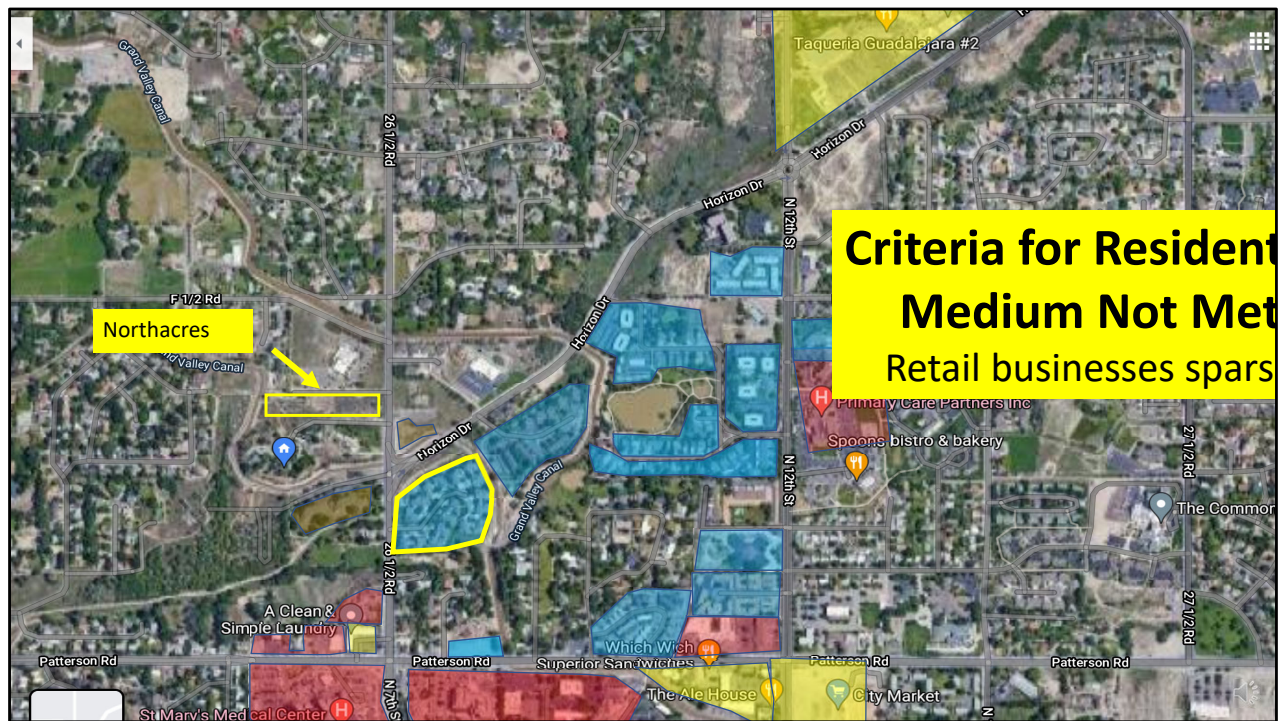


The third criterion for residential medium is that it provides housing near commercial and employment areas. As shown previously, Northacres has no nearby shopping centers or restaurants that are walkable.

Criteria for Residential Medium Not Met
Not walkable to work



The distance to the medical offices near St. Mary's are theoretically walkable but it is highly unlikely to occur as evidenced in the example on the next page.



Glen Condo complex which is outlined in yellow in this photo is much closer to St. Mary's and various medical offices than the Northacre property. It is also much larger than the proposed Northacre development with 60 housing units. (Continued on next page).



Criteria for Residential Medium Not Met

No pedestrian traffic from Glen Condos towards St. Mary's

I monitored the pedestrian traffic on a weekday morning from 7-9am from the intersection of Patterson and 26 1/2 Rd. There was virtually no pedestrian traffic coming from the Glen Condo development. All of the pedestrian traffic entering St. Mary's was coming from the St. Mary's parking area. Apparently, because the city is very drivable, most medical professionals do not mind living beyond walking distance from their employment. Commute times are very short so their choice of home is likely decided on the school district, proximity to amenities, views, quiet neighborhood or other criteria.

Northacres should have moderate infill

1. Doesn't meet the criteria for "residential medium."
2. R-4 would be consistent with nearby Levi Ct. and Four Pines developments
3. R-4 would provide moderate infill and still meet the objectives of the GJCP
4. R-4 would still allow the landowner to develop the land at a higher density than when it was originally purchased
5. R-4 would allow development without drastically changing the character of the neighborhood, creating traffic congestion
6. Infilling with high-density developments is unnecessary. The drivability of the city affords residents more flexibility in choosing a home farther away from employment sites. Most residents, especially families, prefer single-family detached homes for greater privacy and quality of life (GJCP, pg 19). Home features are more important than locating near employment when commute times are minimal.
7. Building R-4 housing near the city core areas will provide inventories in the city core and lessen the demand and sprawl of new single-family developments on the city exterior.



We believe that moderate infill such as R-4 is more appropriate for Northacres.

1. In our opinion, Northacres doesn't meet the criteria for "residential medium."
2. R-4 would be consistent with the most recent developments; Levi Ct., Four Pines.
3. R-4 would provide moderate infill and still meet the objectives of the GJCP
4. R-4 would still allow the landowner to develop the land at a higher density than when it was originally purchased
5. R-4 would allow development without drastically changing the character of the neighborhood with "overfill" and creating traffic congestion
6. Infilling with high-density developments is unnecessary. The drivability of the city affords residents more flexibility in choosing a home farther away from employment sites. Most residents, especially families, prefer single-family detached homes for greater privacy and quality of life (GJCP, pg 19). Home features are more important than locating near employment when commute times are minimal.
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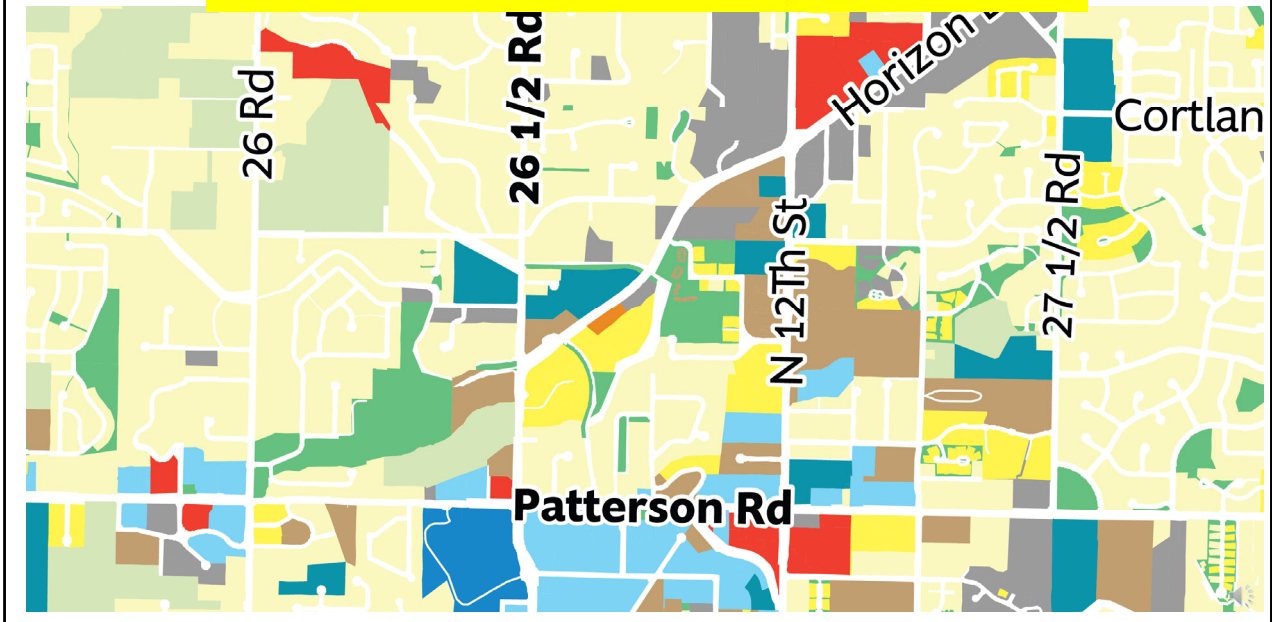
Northacres should be developed as R-4



1. Doesn't meet the criteria for "residential medium."
2. R-4 development would be consistent with nearby Levi Ct.

The nearby Levi Court development provides a recent example of the type of R-4 development that could be built on Northacres.

High Density Infill Really Needed?



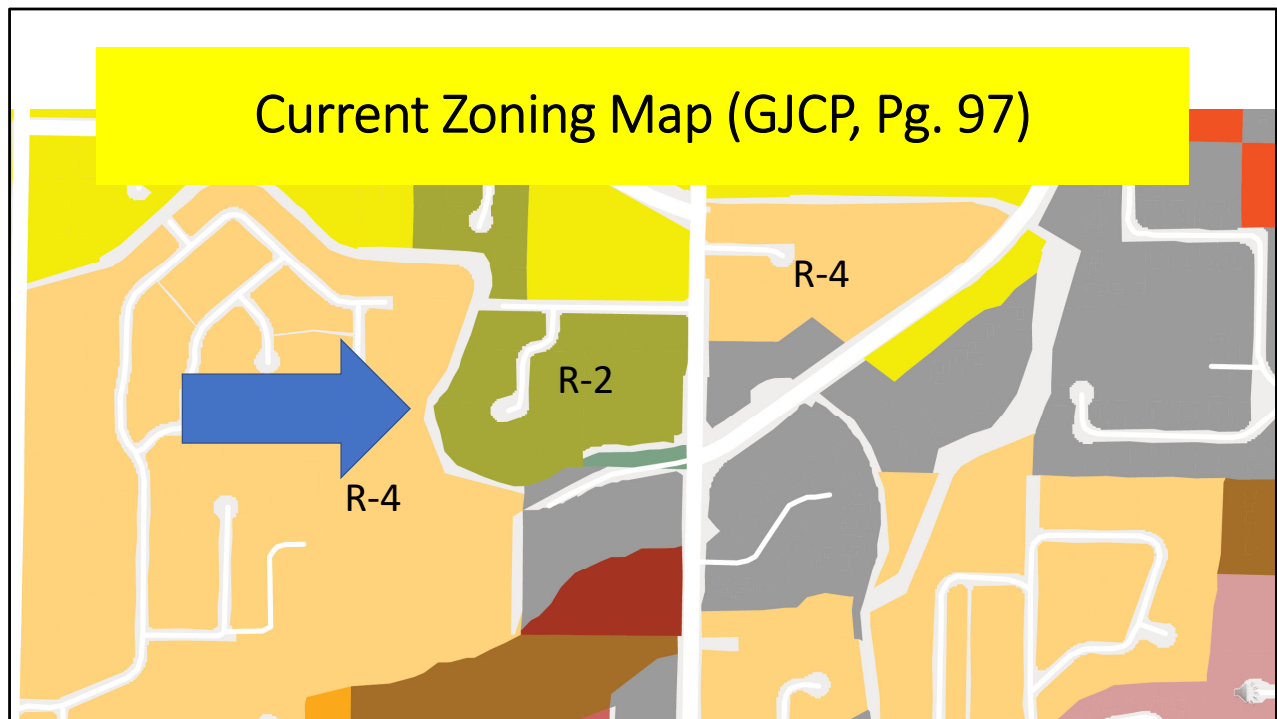
Grand Junction is a small community that is very drivable. The community lies in a large valley with vacant space that will support growth for many decades to come. With so much available space, is it really necessary to infill low density neighborhoods with high density housing? One of the attractive features of the city is its quality neighborhoods that are not available in large urban areas of big cities. The Existing Land Use Map (GJCP, pg. 96) shows a considerable amount of vacant land along the Horizon Drive corridor (gray areas). Page 19 of the GJCP states that “while there is no lack of vacant land to accommodate new growth within the City’s Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City.” The R-4 zoning of the Northacres property would provide a balance in the need to infill and better utilize urban infrastructure while not sacrificing the quality of life of its neighborhoods with “extreme infill.” Ultimately, as the city grows, the city will have to invest in expanding urban infrastructure. Maintaining quality neighborhoods (not overly crowded) will ensure that residents will enjoy living near the city core rather than migrating to the city fringes.

City Relationship with Owners/Developers/Residents

Balance between competing interests



The city has the task of balancing the interests of property owners and developers who have a financial stake in a new development with the interests of the city residents. If the city “sells out” the residents, the developers will simply build the most profitable development with no regard to the residents who have to live in the neighborhood. On the other hand, if the city “sells out” the developer, they may not find the project profitable and the project will halts. The city has its own objectives for future development as laid-out in the GJCP. The Comprehensive Plan included a “.....2 year planning process that included in person community meetings, virtual meetings as well as online questionnaires and various opportunities for public input.”



In spite of such outreach efforts, residents in our neighborhood were not aware of the changes in the GJCP and the significance of the Land Use Plan. They were unaware of how changes in the Land Use Plan could impact their neighborhood. Some looked at the Zoning District map which showed our neighborhood as R-2. They thought we would remain an R-2 neighborhood under the updated GJCP. When told later that our neighborhood had changed to residential medium, it didn't seem to make sense when the current zoning map (GJCP, Pg. 97) showed our neighborhood was R-2; lower than the R-4 neighborhoods on the East and West. Why was our neighborhood changed to "Residential Medium" when the surrounding neighborhoods were not?

Who Provided the Public Input?

11/23/2020). General Meeting MTG-2020-661 Request information about rezoning 0.801415 acres in an R-2 (Residential 2 du/ac) zone district. SW corner of 26 1/2 Rd & Northacres Rd. Applicant: Mike Park (represents the realtor).

11/20/2020 (City record: MTG-2020-661) Request information about rezoning 0.801415 acres in an R-2 (Residential 2 du/ac) zone district.

12/02/2020 (Request date. Actual meeting with Jace Hochwalt: 12/14). General Meeting MTG-2020-709 Request information about developing two parcels totaling 1.656555 acres in an R-2, (Residential 2 du/ac) zone district. SW corner of Northacres Dr & 26 1/2 Rd., Applicant: Eric Momin.

12/08/2020 – Paxton Valley Development, LLC incorporated (one week before the updated GJCP was adopted).

12/16/2020 – Updated Grand Junction Comprehensive Plan is adopted.



If the city got public input on the planning of the GJCP, it wasn't from the residents. It is likely that the only public input that was provided during the planning process of the GJCP came from realtors, the land owner (WDM Corp.), and other associated individuals that had a financial incentive in the sale and development of the vacant Northacres parcels. There were no official neighborhood meetings organized to bring together all the stakeholders to discuss plans to change the land use designation of our entire neighborhood. The only public records available were for closed meetings between the city and parties with a financial interest in rezoning the Northacres property to R-12.

Residential Medium (GJCP, pg. 60)

- **Range of Density** - Between 5.5 and 12 dwelling units per acre
- What the Comprehensive Plan is: it is a guidance document that describes what the community would like to become and what steps and actions, partnerships, and policies will move the City forward to achieving its vision (GJCP, Pg. 7).
- What the Comprehensive Plan is not: “It is not a definitive course of action or a legally binding obligation of what must be done. ” GJCP, pg. 7



Based on whatever input they received, the city planners decided to change our neighborhood to “residential medium.” This land use designation allows for a range of 5.5 to 12 dwelling units per acre. The land owner/developer (Paxton Valley Development, LLC) are seeking a rezone for the maximum density of 12 dwellings/acre. The question residents asked at the March 1st neighborhood meeting was what options we had at this point now that the neighborhood was classified as “residential medium.” After learning more about the Comprehensive Plan, we learned that it is not “set in stone.” The Comprehensive Plan is a guidance document. It is not a definitive course of action or a legally binding obligation of what must be done.

Summary

- The residents ask the city to reject the Vortex application to rezone the Northacres property as R-12.
- The residents ask the city to approve no more than a rezone of R-4 which would allow moderate infill while still meeting the objectives of the GJCP.



In summary, The residents ask the city to reject the Vortex application to rezone the Northacres property to R-12. Such a development would essentially create an island of high density housing, cause traffic congestion, over-crowding, and completely transform our neighborhood. The residents ask the city consider the impact of its decision on the Northacres neighborhood and only approve a moderate infill level such as at the R-4 level. Such moderate infill would provide a balanced compromise for all stakeholders and still help the city achieve the objectives of the GJCP.

Thank you for your consideration,

Greg Glenn

From: Walter Bergman <wbergman22@gmail.com>
Sent: Tuesday, May 25, 2021 10:27 AM
To: Anna Stout <annas@gjcity.org>
Subject: Sage Court/Paxton Valley

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

5/25/2021

I realize times have changed and recent workshops have emphasized high density attainable housing and that I have a bad attitude to say “not in my neighborhood.” There is a legitimate reason to oppose thirty units on a small 2.49 acre parcel in my neighborhood. I have been told by experts in the field that if the only way to and from my neighborhood is through a much higher density project, then yes, it will have a negative impact on my home value. I am sure you would have the same gut wrenching feeling to realize your property value was about to drop.

Is there any way we could maintain our current driveway that has existed since 1938 and therefore not have to enter and exit through the project? Is there any way you could reduce the number of units so we are not totally overwhelmed by such a project?

Walt Bergman
Citizen of Grand Junction since 1951
970-216-3600

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE REZONING THREE PARCELS OF LAND TOTALING APPROXIMATELY
2.49 ACRES FROM R-2 (RESIDENTIAL 2 UNITS/ACRE) TO R-12
(RESIDENTIAL 12 UNITS/ACRE)**

LOCATED AT THE SOUTHWEST CORNER OF 26 ½ ROAD AND NORTHACRES ROAD

Recitals:

WDM Corporation (Owner) owns three parcels totaling approximately 2.49 acres located at the southwest corner of 26 ½ Road and Northacres Road (referred to herein and more fully described below as the "Property"). The Property is designated by the City's Comprehensive Plan Land Use Map as *Residential Medium*. The Owner proposes that the Property be rezoned from R-2 (Residential 2 units/acre) to R-12 (Residential 12 units/acre).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Property to the R-12 (Residential 12 units/acre) zone district, finding that it conforms to and is consistent with the Comprehensive Plan Land Use Map designation of *Residential Medium* and the Comprehensive Plan's goals and policies, and that R-12 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 units/acre) zone district is in conformance with the Comprehensive Plan and at least one of the stated criteria of §21.02.140 of the Grand Junction Zoning and Development Code has been met.

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

The Property, more particularly described as follows is and shall be zoned R-12 (Residential 12 units/acre):

Lot 1, Lot 2, and Lot 7 of Northacres Subdivision, in Grand Junction, Mesa County, Colorado, as recorded at Reception #922133 in the records of the Mesa County Clerk and Recorder.

Introduced on first reading this 19th day of May 2021 and ordered published in pamphlet form.

Adopted on second reading this 2nd day of June 2021 and ordered published in pamphlet form.

ATTEST:

Wanda Winkelmann
City Clerk

C.B. McDaniel
President of City Council/Mayor



Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: June 2, 2021

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Appeal of Community Development Director's Administrative Decision Pertaining to Acceptance of Open Space Fees in Lieu of Land Dedication for the Lowell Village Townhome Phase 2 Development - **CONTINUED FROM MAY 19, 2021**

RECOMMENDATION:

The Parks and Recreation Advisory Board as well as Staff recommend upholding the decision of the Community Development Director to accept fees in lieu of open space land dedication.

EXECUTIVE SUMMARY:

The Applicant, REGeneration LLC, is in the process of developing the easterly vacant portion of the block on the southeast corner of 7th Street and Grand Avenue in two phases. Phase 1 consisted of the four units that exist on the northwest corner of White Avenue and North 8th Street. Phase 2 will consist of the remaining area of the block with the exception of the R-5 school site for development of an additional 32 units.

Per Code, the Community Development Director shall make the decision as to whether to accept cash equal to the 10 percent of the value of the undeveloped land or accept open space land dedication. In this instance, the Director made the decision to accept cash in lieu of land dedication. The Applicant has appealed the decision.

BACKGROUND OR DETAILED INFORMATION:

REGeneration LLC is in the process of developing the easterly vacant portion of the block on the southeast corner of 7th Street and Grand Avenue. The project is being

developed in two phases: Phase 1 consisted of the first four units that have been constructed on the northwest corner of White Avenue and 8th Street. Phase 2 will consist of the remaining area of the block with the exception of the former R-5 School site on the western side of the block with a total of 32 more residential units.

Section 21.06.020 (a) of the Zoning and Development Code states:

(a) Open Space Dedication.

(1) The owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or the equivalent of 10 percent of the value of the property. The decision as to whether to accept money or land as required by this section shall be made by the Director.

In this case, the project will ultimately consist of 36 dwelling units, thus is subject to the requirement for Open Space Dedication or the fee in lieu. As early as staff comments regarding the PreApplication submittal for the project dated April 13, 2017 the developer was informed that the City would likely accept money in lieu of land. This was confirmed in comments dated March 8, 2018 on the Preliminary Plan for the project that the decision had been made by the Director that money would be accepted in lieu of land dedication for the project. This same information has been consistently relayed to the developer numerous times since then.

The Code further states:

(2) For any residential development required to provide open space, the owner shall hire an MAI appraiser to appraise the property. For purposes of this requirement, the property shall be considered the total acreage notwithstanding the fact that the owner may develop or propose to develop the property in filings or phases.

(3) The appraiser's report shall be submitted to the City for purposes of determining fair market value and otherwise determining compliance with this section.

Consequently, with the final applications for both Phase 1 and Phase 2, the developer submitted MAI appraisals accordingly. Both have been reviewed and determined to be in compliance with the Code. The Open Space Fee was paid by the developer for the four lots created in Phase 1 of the project.

The developer is now requesting that the City consider acceptance of areas within Phase 2 of the project in lieu of payment of the Open Space Fee.

The following subsection of Section 21.06.020 (a) of the Zoning and Development Code qualifies the type of open space and/or recreational area that may be acceptable

to meet the required land dedication:

(8) Private open space and/or recreational area in any development, or outdoor living area required in a multifamily development, shall not be a substitute for the required land dedication.

Further, the Definitions contained within the Zoning and Development Code state:

Open space means any property or portion without any structure or impervious surface and not designated and used for a specific purpose.

Of the areas remaining on the site within Phase 2 of the development, staff has identified the areas shown on the drawing in the attachments as meeting this definition – not designated and used for a specific purpose. These areas are scattered throughout the Phase 2 site and total approximately 3,815 square feet. Other areas shown by the applicant do not meet this definition since they are either off-site on property not owned by the applicant, are within the existing City street right-of-way or are designated for other purposes such as for fire access and turnaround or utility easements.

Further, open space within a development that is owned in common by a homeowners' association or in this case a Metropolitan District, as defined by the Code should be designed and intended for the common use or enjoyment of the residents or occupants of the development. The design of the spaces (as shown on the attached map) appear to function more as small pathways or leftover spaces between buildings or are extra width needed along Groves Lane for the purpose of fire access and do not appear to be consistent with the intent of the Code. Perhaps most importantly, as in (8) above, these spaces are private open space that cannot substitute for the required land dedication.

The Parks and Recreation Advisory Board (PRAB) reviewed the developer's proposal at its November 2020 meeting at which the applicant provided a presentation and at the May 2021 meeting for further discussion and decided to support the Community Development Director's decision. The Director considered the input and did not revise the recommendation. Thus, the developer has requested the appeal be heard by City Council.

FISCAL IMPACT:

Upholding the Director's Decision to accept payment of in-lieu fees for open space land dedication would result in revenues of \$70,000 for the purposes of public open space.

Overturning the Director's Decision and accepting land dedication would forgo \$70,000 in revenues and may/may not result in maintenance obligations for the City.

SUGGESTED MOTION:

I move to (uphold/overturn) the Director's Decision accepting in-lieu fees for open space land dedication for the Lowell Village Townhome Phase 2 development.

Attachments

1. Application - Lowell Village Townhomes Phase 2 Appeal of Open Space Decision
2. Staff Maps and Information LVTH Open Space Appeal
3. APPLICANT INFORMATION Lowell Village_Urban Public Open Space
Proposal_PRAB_2020.11.05
4. PRAB Minutes - 2021 - May 6

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 #:

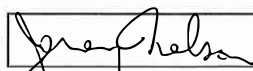
Contact Person:

Contact Phone #:

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

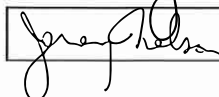
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application 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

September 21, 2020

Tamra Allen, Director of Community Development
City of Grand Junction
250 N. 5th Street
Grand Junction, Colorado 81501

By email to: tamraa@gjcity.org

RE: Lowell Village Townhomes
Request for Reconsideration of Director's Decision
Appeal of Director's Decision on Open Space Dedication

Dear Ms. Allen:

By this letter I am requesting a reconsideration of the Director's decision given in the letter dated September 7, 2020 requiring payment of a 10% open space fee in lieu of a land dedication because the City intends to further develop a record for the decision at the Parks and Recreation Advisory Board meeting on September 24, 2020. A recommendation of the Parks and Recreation Advisory Board on an appeal is not authorized by the City's Zoning and Development Code, neither in Section 21.01.130 (appeal authority) nor in 21.02.210 (appeal process). The Advisory Board meeting, and the input from that Board, will only serve to further develop a record for the decision, which by definition must occur prior to a final decision. Therefore I ask that the Director reconsider the decision, taking into account the input and recommendation from the Advisory Board, and allow me to make a presentation on the land dedication proposal for the Board's, and the Director's, consideration at that Advisory Board meeting.

In the event the Director declines to reconsider the open space dedication decision as requested above, please accept this as Downtown Grand Junction REgeneration LLC's (REgeneration LLC) written request for appeal of the Director's decision given in your letter dated September 7, 2020, pursuant to Section 21.06.020(c) of the Zoning and Development Code ("the Code"), which provides in pertinent part as follows:

*(c) **Appeal of Final Action on Administrative Development Permits.** Any person, including any officer or agent of the City, aggrieved or claimed to be aggrieved by a final action of the Director on an administrative development permit, may request an appeal of the action in accordance with GJMC 21.01.130(g) and this subsection (c).*

REgeneration LLC requested a land dedication for Phase 2 of the Lowell Village development, and the Director denied that request. REgeneration LLC requests a reversal of that decision, allowing the open space exaction to be met by the dedication of land comprising not less than 10 percent of the area of the property included in REgeneration LLC's Final Phase 2 Plan/Plat application submitted 11/29/19 and currently under review by City's Community Development Department, in accordance with Section 21.06.020(a)(4); or, in the alternative, a remand with

instructions that the Director consider the open space dedication and plan proposed by the applicant and make specific findings of fact, related to this project, on the matter.

A. Applicable Law

This appeal has been timely submitted within ten (10) business days of the decision and states the grounds for appeal in accordance with Section 21.02.210(c)(3). The City Council, as the appellate body, must either affirm, reverse or remand the decision, and must determine, based on the information in the record, whether the Director:

(i) *Acted in a manner inconsistent with the provisions of this code or other applicable local, State or federal law; or*

(ii) *Made erroneous findings of fact based on the evidence and testimony on the record; or*

(iii) *Failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the proposed project into compliance; or*

(iv) *Acted arbitrarily, or capriciously.*

Section 21.02.210(c)(1), (2) and (3).

While the appellate body may not consider new evidence or take factual testimony at the hearing, it must consider the grounds for the appeal and allow the applicant to make an argument for its request to overturn the Director's decision.

B. Grounds for Appeal

The Director's decision to refuse the open space land dedication and to demand a fee-in-lieu of dedication was contrary to applicable law, was not based on appropriate findings of fact, did not take in to account mitigating measures offered by the applicant, and was arbitrary and capricious.

1. The Director's decision was inconsistent with applicable law.

The decision to exact a fee of \$70,000 lacks any demonstrated nexus or rough proportionality to the project's impacts. Exactions imposed as conditions of development must meet the nexus and rough proportionality requirements of *Nollan v. California Coastal Comm'n*, 483 U. S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994) (see *Koontz v. St. Johns River Water Management District*, 568 U.S. 936 (2013)). Because the fee-in-lieu is based on land value and not intensity of residential use, there is no nexus nor rough proportionality between the fee exacted and the purpose of the exaction. The purpose is to provide open space in relation to the development impacts; but the development impacts are not related to the value of the property, but rather to the density of the development. Therefore the exaction of \$70,000 does not bear the required relationship to the projected impact of the proposed development. Similarly, if the

\$70,000 is characterized by the City as an impact fee, then an impact study is required to form the basis for the fee amount. No impact study was cited or provided supporting the imposition of the fee. The relatively small “purchasing power” of the requested fee also does not reasonably further the stated intent of the open space requirement in the GJMC.

2. The Director made no specific, project-related findings of fact, and the finding the Director did make was erroneous.

The Director did not make any findings of fact supporting her decision to require funds in lieu of an open space dedication that were specific to the project. The Director, in various verbal and written communications, merely opined and concluded, without any factual basis or reference to the project specifics, that a) the proposal would provide “no public benefit”, b) small open space areas have no value, and c) the Phase 2 land area proposed for dedication does not equal 10% or more of the Phase 2 land area despite being provided with calculations and graphics showing 13.7% of the Phase 2 land area as dedicated to open space use. She did not consider the historic value, central location, or programming opportunities for public use of the space. A small open space in an urbanized area has a great deal of value, arguably more value than a large park in an outlying area, and this particular open space is more valuable because of its location in an historic area of the Downtown.

3. The Director failed to fully consider mitigating measures or revisions offered by the applicant that would have brought the project into compliance.

The Director failed to fully consider the applicant’s proposal for the use, development, maintenance and programming of the space for public use. The Lowell Village Metropolitan District would hold and maintain the property and operate the programming on the public park area, relieving the City of maintenance and programming costs and obligations, and further enhancing the value of the land dedication. The \$70,000 fee in lieu confers far less benefit to the public than the applicant’s proposed dedication of open space; it would not buy what the applicant’s proposed dedication would offer, and the Director failed to take this into account. As to the open space dedication, the Code states that *the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or the equivalent of 10 percent of the value of the property.* Section 21.06.020 (a)(1). It further states that *the City Council may accept the dedication of land in lieu of payment so long as the fair market value of the land dedicated to the City is not less than 10 percent of the value of the property.* The property has been appraised; 10% of the value of the property is \$70,000. The applicant proposes to dedicate approximately 13.7% of the Phase 2 land area or 43.2% after including the historic landscape in front of Lowell School to public use, per the table below and attached graphic:

Total Phase 2 Land Area	72,502 sf	100.0 %
Total Public Open Space Dedication	31,299 sf	43.2 %
Phase 2 On-Site Public Open Space Dedication	9,911 sf	13.7 %
Lowell School Public Open Space Dedication	21,388 sf	29.5 %

The above land areas have an appraised value of \$378,900 (\$95,900 for 13.7% of the Phase 2 land area and \$283,000 for the historic landscape in front of the Lowell School).¹ The dedication is made even more valuable to the City by the fact that 1) the Metropolitan District would hold, maintain, develop these land areas as public open space into perpetuity 2) the Metropolitan District would manage public use programming on these land area and make the space available to City and the public, and 3) the applicant has offered to enter into a tree preservation agreement to protect the mature trees in front of Lowell School (which currently have no legally-binding protections), all at no cost to the City, and located in a central, highly-visible, and vital area of the City. The Director's decision to require \$70,000 instead of accepting the dedication of public open space to Metropolitan District does not take into account the full value of the applicant's offer of land dedication which clearly provides greater benefit to taxpaying public than the City could provide with a \$70,000 fee-in-lieu payment.

4. The Director acted arbitrarily and capriciously.

Although the decision whether to accept funds or a land dedication belongs with the Director,² the decision cannot be made in an arbitrary or capricious manner. An administrative decision is arbitrary or capricious, and consequently must be overturned or remanded for further findings, where the decision is not supported by competent evidence. *Board of County Commissioners of Jefferson County v. Simmons*, 177 Colo. 347 (Colo. 1972). The Director's conclusory blanket statement that there is no public benefit of the land dedication proposal, that small open spaces are unusable, and that the area of the proposed land dedication area is less than 10% of the Phase 2 land area is not supported by any evidence at all; it is simply a bare opinion. There is no competent evidence in the record that the fee-in-lieu is preferable to an open space dedication as proposed by REgeneration LLC.

Point of fact, the proposed land dedication areas calculated above meet the official definitions of open space contained in the GJMC. The GJMC definitions of open space are provided below for reference:

City of Grand Junction Development Code, Chapter 21.10, DEFINITIONS:

“Open space means any property or portion without any structure or impervious surface and not designated and used for a specific purpose.”

“Open space, common means open space within a development that is owned in common by a homeowners' association and which is designed and intended for the common use or enjoyment of the residents or occupants of the development. Common open space does not include areas used for streets, alleys, driveways or off-street parking or loading areas. However, the area of recreational activities such as swimming pools, tennis courts and other recreation facilities may be counted as common open space.”

¹ See attached appraisal of the historic landscape in front of the Lowell School dated 6/14/19.

² Section 21.06.020(a)(1)

Based on the GJMC definition of open space and REgeneration LLC's calculations of Phase 2 area dedicated to on-site public open space uses and based on the GJMC definition of open space, it appears the land dedication proposal meets both the quantitative and qualitative standards in the GJMC.

Furthermore, REgeneration LLC is not aware of any objective standard defined in the GJMC that would serve as a technical or legal basis for the City to make a determination of the Phase 2 land being offered for dedication to the City for public open space as being "not acceptable for this purpose." Therefore, this determination appears to have been made subjectively and without any technical or legal basis. City staff have made previous statements to REgeneration LLC verbally or in writing that "small open spaces provide no public benefit" and "small open spaces are unusable" that suggest that the City is concerned about the size of the open spaces that would be produced by the proposed land dedication. However, if the City is concerned about the size of the open space being dedicated, REgeneration LLC would note that in an urban infill context, current best practice thinking is that smaller open spaces are generally better utilized by people and easier to manage, while large open spaces are underutilized and difficult to manage for nuisance uses (e.g. the homeless encampments in some of the larger parks in downtown Grand Junction). Below are a few quotes that reinforce the current best practice thinking that the quality of the open space design, management, and programming matter more than the size of the open space in urban environments:

"The quality of a public space is more important than its size."

Source: Nine Elements of Successful Small Parks and Plazas. MRSC Local Government Success. Available at: <http://mrsc.org/Home/Stay-Informed/MRSC-Insight/October/9-Elements-of-Successful-Small-Parks-and-Plazas.aspx>

"What attracts people most, it would appear, is other people. It is difficult to design a space that will not attract people. What is remarkable is how often this has been accomplished."

Source: *The Social Life of Small Urban Spaces* Available at: <https://www.pps.org/product/the-social-life-of-small-urban-spaces>

"But when it comes to parks, quality is way more important than size."

Source: Ten Small Parks that Prove Tiny is Terrific. Greater Greater Washington Available at: <https://gwwash.org/view/41344/ten-small-parks-that-prove-tiny-is-terrific>

C. Request for Relief

For the foregoing reasons, I respectfully request that the appellate body reverse the Director's decision to require a fee-in-lieu of land dedication and agree to accept a land dedication of a public open space easement to the Metropolitan District of land area consisting of

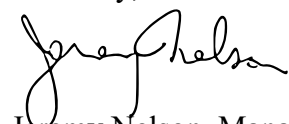
no less than 10% of the Phase 2 land area and no less than 10% of the value of the Phase 2 land area,, with both the proposed open space areas described above to be operated and maintained as open space into perpetuity by the Metropolitan District. REgeneration LLC would be amendable to enforcement of the proposed public open space land dedication via a condition of approval in the Phase 2 Approval Decision Letter and via the City Council-approved and currently operative Intergovernmental Agreement (IGA) between the City of Grand Junction and the Metropolitan District and explicitly authorizes the Metro District to build, operate, and maintain open space. REgeneration LLC would further stipulate that if the proposed open space via land dedication the Metropolitan District is not constructed and operating to the same standards as comparable City-provided open spaces in the downtown area, then the City could require payment of the fee-in-lieu at that time.

In the alternative, I respectfully request the appellate body to remand the decision for specific findings of fact consistent with applicable law and a consideration of the REgeneration LLC' open space land dedication proposal as described in the preceding paragraph .

We believe that the land dedication proposal fulfills both the letter and the spirit of the City's open space exaction requirements, conforms to current best practices in open space provision and programming in urban/downtown contexts, will protect the historic landscape in front of the Lowell School, and provides significantly greater public benefit than the payment of the fee-in-lieu, all at no cost to the city. In addition, the land dedication proposal doesn't create a precedent for the City, as the Lowell Village Townhomes project is unique in that: 1) the project is located in the downtown core where it's difficult and expensive for the City to provide new public open space and 2) the public open space will be dedicated to the Metropolitan District which provides the City with an accountability and enforcement mechanism via the City Council-approved and currently operative IGA.

We understand that it would be simpler for us to simply acquiesce to the Director's decision and write a check for the open space fee. However, we don't think that such a "check the box" approach would yield the best result for our development project nor for the public at large. Because we believe our proposed approach will result in greater public benefit, we have spent significant time and money developing our land dedication proposal. We believe that a rationale of "because that's the way we've always done it" is not an appropriate basis for public policy decisions, and humbly invite the City to partner with us in the spirit of collaboration with the private-sector to innovate in the delivery of public services and amenities. My team would be happy to meet with you at any time to discuss this appeal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Nelson". The signature is fluid and cursive, with the first name "Jeremy" and last name "Nelson" clearly distinguishable.

Jeremy Nelson, Manager

Downtown Grand Junction REgeneration LLC



September 7, 2020

ReGeneration, LLC
c/o Jeremy Nelson
2766 Harrison Street
San Francisco, California 94110

Via Electronic Mail: jnelson@regenerationdevelopment.com

RE: Lowell Village Open Space Fees

Dear Mr. Nelson:

The Grand Junction Municipal Code (GJMC) §21.06.020(a)(1) provides in relevant part

"The owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or the equivalent of 10 percent of the value of the property. The decision as to whether to accept money or land as required by this section shall be made by the Director."

The Preliminary Plan and Phase 2 Final Plan review comments for this project (March 8, 2018, July 17, 2018, January 29, 2020, May 7, 2020 and August 19, 2020 have all stated, that, I as the Director am accepting the equivalent of 10 percent of the value of the property (\$70,000) for the Lowell Village Townhomes project open space payment.

As you requested during our meeting on September 3, this letter is written to restate and affirm that I, consistent with authority conferred by the GJMC, am now, and as stated previously, will continue to accept the equivalent of 10 percent of the value of the property (\$70,000) for the Lowell Village Townhomes project open space payment.

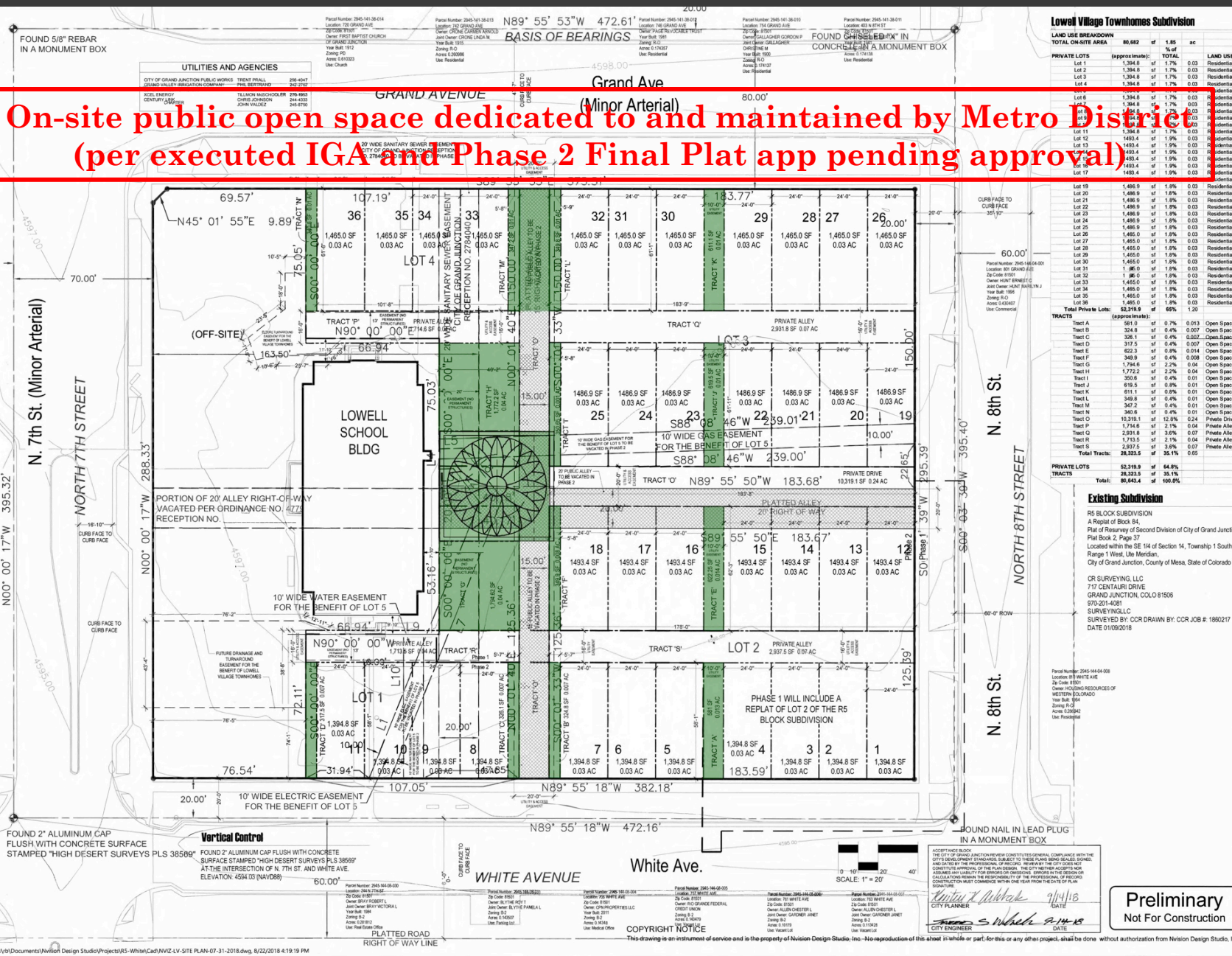
Respectfully,

A handwritten signature in blue ink, appearing to read "Tamra", written over a horizontal line.

Tamra Allen, AICP
Community Development Director

pc: Kris Ashbeck, Principal Planner
John Shaver, City Attorney
Greg Caton, City Manager
file

On-site public open space dedicated to and maintained by Metro District
(per executed IGA and Phase 2 Final Plat app pending approval)



Project Name: **LOWELL VILLAGE TOWNHOMES**
at 7th and Grand
Grand Junction, Colorado

Client: **Regeneration**
1441 29 Street, Grand Junction, CO 81501
e-mail: jacob@regenerationdevelopment.com mobile: 415.425.9848

Landscape Architect: **VISION DESIGN STUDIO, INC.**
1441 29 Street, Grand Junction, CO 81501
Phone: 970.210.2155 Email: vds@visiondesignstudio.com
landscape architecture • visual consultation • graphic design

Horizontal Control
BASIS OF BEARINGS
THE BEARING BETWEEN THE CITY BLOCK MONUMENT A CHISEL X IN THE CONCRETE FOUND AT THE ROAD INTERSECTION OF GRAND AVENUE AND NORTH 8TH STREET AND A CITY BLOCK MONUMENT A 5/8 INCH REBAR FOUND AT THE ROAD INTERSECTION OF GRAND AVENUE AND NORTH 7TH STREET IS NORTH 89 DEGREES 55 MINUTES 32 SECONDS WEST, THIS BEARING CORRESPONDS WITH GRID NORTH OF THE MESA COUNTY LOCAL COORDINATE SYSTEM BOTH CITY BLOCK MONUMENTS ARE IN MONUMENT BOXES.

Proposed Ownership
TRACTS SHALL BE OWNED BY THE LOWELL VILLAGE METRO DISTRICT. PRIVATE LOTS WILL BE INDIVIDUALLY SOLD AND OWNED BY PRIVATE PARTIES.

Open Space Improvements
THE OPEN SPACE IMPROVEMENTS SHALL CONSIST OF LANDSCAPED AREAS WHICH ARE ALSO UTILITY EASEMENTS. A COMMUNITY GREENHOUSE WILL BE CREATED ON TRACT G AND RECYCLING FACILITIES WILL BE CREATED ON TRACT H.

Registration: PREPARED BY: **Robert A. Breen**
Professional Engineer
State of Colorado
No. 42780
Date: 7/27/18

CHECKED & APPROVED BY: **Robert A. Breen**
Professional Engineer
State of Colorado
No. 42780
Date: 7/27/18

Revision:

Sheet Title: **Preliminary Subdivision Plan**

Project: **Lowell Village TH**

Date: **August 22, 2018**

Scale: **1" = 20'**

Sheet: **2**
of 9 Sheets

ACCEPTANCE BLOCK
THE CITY OF GRAND JUNCTION HEREBY CERTIFIES GENERAL COMPLIANCE WITH THE CITY DEVELOPMENT ORDINANCES, SUBJECT TO THESE PLANS BEING REALED, SIGNED, AND SEALED BY THE PROFESSIONAL ENGINEER, AND THAT THE CITY DOES NOT ASSUME ANY LIABILITY FOR ERRORS OR OMISSIONS, ERRORS IN THE DESIGN OR CALCULATIONS, OR THE INFORMATION OF THE PROFESSIONAL ENGINEER, OR ANY CONSTRUCTION THAT CONFLICTS WITH THE CITY ORDINANCES, OR ANY CONSTRUCTION THAT CONFLICTS WITH THE CITY ORDINANCES, OR ANY CONSTRUCTION THAT CONFLICTS WITH THE CITY ORDINANCES.

CITY PLANNER: **Emily J. Riddick** 7/11/18
CITY ENGINEER: **Scott S. White** 8/14/18

Preliminary
Not For Construction

[illegible]



APPRAISAL REPORT ON

**PART OF LOT 5, R-5 BLOCK SUBDIVISION, AMENDED
7TH STREET BETWEEN GRAND AVENUE AND WHITE AVENUE
GRAND JUNCTION, COLORADO 81501**

**PREPARED FOR:
JEREMY NELSON**

**EFFECTIVE DATE OF VALUE: JUNE 7, 2019
DATE OF REPORT: JUNE 14, 2019**

By: John W. Nisley, MAI, SRA

**Nisley & Associates, Inc.
2764 Compass Drive, Suite 238
P. O. Box 446
Grand Junction, Colorado 81502-0446**



June 14, 2019

Mr. Jeremy Nelson, Downtown Grand Junction REgeneration, LLC
C/O Rob Breeden, President
Nvision Design Studio, Inc.
677 25 Rd.
Grand Junction, CO 81505

Dear Mr. Nelson:

As requested, I have completed an Appraisal Report on part of Lot 5 of the R5 Block Subdivision, amended, located on the east side of 7th Street, between Grand and White Avenues in Grand Junction, Colorado. The property was inspected on June 7, 2019, which is the effective date of value. Attached hereto is my report containing data gathered during my investigation upon which, in part, my opinion of value is based.

Based on the data and assumptions contained in the report, it would be my opinion that the Market Value for the subject property would be:

TWO HUNDRED EIGHTY THREE THOUSAND DOLLARS
(\$283,000.00)

In this appraisal, there has been no investigation of any liens which may or may not be in existence. My work has to do only with the estimate of value.

The values presented within this appraisal report are subject to extraordinary assumptions or hypothetical conditions. These are included on page 2 of the appraisal. This letter must remain attached to the appraisal report in order for the value opinion set forth to be considered valid.

It is expressly understood that the scope of my study and report thereon does not include the possible impact of price controls, energy requirements or environmental regulations, licensing requirements or other restrictions concerning the property except where such matters have been brought to my attention and are disclosed in the report.

Respectfully submitted,

John W. Nisley, MAI, SRA (A.I.)
Certified General Appraiser
Colorado - #CGO1313453
License Expiration - 12/31/19

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IDENTIFICATION OF THE PROPERTY

The property to be appraised in this report consists of vacant land located on the east side of 7th Street between Grand and White Avenues in Grand Junction, Colorado. The property is the lawn area located to the west of the existing improvements on Lot 5, R5 Block Subdivision, Amended, and the appraisal is being completed on an “as is” basis, as vacant land under its B-2 zone. The property contains a total of an estimated land area of 18,860 square feet of land. The property is currently under the ownership of the Grand Junction Downtown Development Authority, according to the Mesa County Assessor’s records.

For the purpose of this appraisal, I am making the extraordinary assumption that the City of Grand Junction would allow the subject property to be sold separately for development purposes from the balance of Lot 5. A hypothetical condition is also employed, since this separation does not exist today, so it is contrary to fact.

LEGAL DESCRIPTION

According to Assessor’s records, the legal description for the entire Lot 5 is as follows:

LOT 5 R5 BLOCK SUB AMENDED LOC WITHIN SEC 14 1S 1W UM RECD 4/2/2018 R-2835112 MESA CO RECDS - 32503SF/0.75AC

The area being valued is the western portion of the lot, located north and south of existing sidewalks on the lot. The area north of the center east/west sidewalk was measured in assessor’s records at approximately 9,570 square feet, with the south portion being approximately 9,290 square feet. A copy of the measurement tool from assessor’s records is included in the appraisal.

TYPE OF VALUE AND SOURCE

The type of value estimated in this appraisal is the Market Value of the subject property on an “as is” basis. For the purpose of this report, Market Value is defined as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

Both parties are well informed or well advised and each acting in what he considers his own best interest;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

This definition is from regulations published by the Federal Regulatory Agencies pursuant to Title XI of the Financial Institution's Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

PROPERTY RIGHTS APPRAISED

The property rights appraised in this report are the unencumbered fee simple estate rights of ownership. According to the 6th edition of the Dictionary of Real Estate Appraisal, the fee simple estate is defined as the *"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, imminent domain, police power, and escheat."*

EFFECTIVE DATE OF THE APPRAISAL

The date the appraisal applies is as of June 7, 2019. This was the date of inspection by the appraiser and the date to which all opinions of value apply.

DATE OF THE REPORT

The date of the report is June 14, 2019.

INTENDED USE AND INTENDED USER

The client and intended user of the report is Jeremy Nelson for Downtown Grand Junction REgeneration, LLC. Other users in course include the City of Grand Junction Planning and Community Development Department. The intended use is to assist the client and other intended users in the estimate of market value of the real property for the potential of using the value of the area toward open space fees required of the client on other land in the same project. This tract is not under the same ownership, however, and the City may require Lot 5 to remain “as is” as part of its development requirements on the balance of the block, or even on the old school.

SCOPE OF WORK

In order to complete this appraisal assignment, it was necessary to complete several steps to obtain data and information regarding the subject property, as well as market data which reflect the motivations and reactions of active buyers and sellers in the local marketplace for this type of property. The steps in the valuation process include:

- l) Defining the appraisal problem, including identification of the property to be appraised, as well as the property rights appraised. This step also includes identifying the effective date of appraisal and the purpose and uses of the appraisal.

2) Preliminary analysis and data selection and collection, including both specific and general information regarding the subject property and comparable market data, primarily from an investigation of public records and deeds, a physical inspection of the subject property, drive-by/exterior inspections of the comparables, and confirmation of the sales. Parameters and extent of data research are detailed in each applicable section of the appraisal report.

3) Highest and Best Use analysis, which usually includes both the study of the site, as though vacant and available to be used at its highest and best use, and a study of the property as improved.

4) Analysis of the applicability of the three approaches to value (the Cost Approach, the Market Data/Sales Comparison Approach, and the Income Approach) to the appraisal problem followed by the valuation analysis using the appropriate techniques. All of these approaches will be discussed in the valuation of the subject. The extent of the process of collecting, confirming and reporting data includes interviews with realtors in the area, sales and income data available from public records, as well as interviews with property owners and/or tenants, data gathered from the Assessor's and Treasurer's offices, as well as the Clerk and Recorder's office or Title Company. We have tried to confirm all market data used in the development of these three approaches to value with either the buyer, seller or realtor involved in the transaction. This is not always possible, however. A good faith effort has been made by us in collecting, confirming and reporting all available market data. The only limitation regarding market data for the development of a supported indication of value for the property would be the scarcity of this data within the marketplace. There have been no limitations placed on us with regard to the collection, confirmation and reporting of market data available by the client or other parties.

5) Reconciliation of the value indications, correlating the approaches to value in order to arrive at a final value estimate.

6) The last step is communication of the analysis and conclusions, in this case, the form of a written report.

The appraisal report is not intended to be misleading in any manner, and if there are any questions concerning the appraisal report, these questions should be directed to the appraiser in order that the report not be allowed to be misleading.

The subject property consists of vacant land located on the east side of 7th Street, between Grand and White Avenues in Grand Junction, Colorado. Because the property is vacant land, only the Sales Comparison Approach to value would be applicable. In a Cost Approach, the Sales Comparison Approach would be used for vacant land, and there is not enough meaningful information to determine an Income Approach on the property.

EXPOSURE AND MARKETING TIME

Exposure time is the concept of the period of time in the past that would be assumed the subject would have been listed prior to the date of valuation in order to sell at the appraised price. This is based on exposure in the open market and the time frame which other sales have occurred.

Marketing time is the concept of the future time frame required to sell the property after the date of value at the appraised price.

I researched the Grand Junction Multiple Listing Service for commercial land from .5 acres to 2 acres in size in Grand Junction that has sold or been listed during the last year. I found eleven sales, with days on the market ranging from 16 days to 872 days, with an average of 310 days. Using that same search, I looked at active listings, and there were a total of 149 active listings on the market, with days on the market ranging from 1 day to 4,098 days, with an average of 480 days. Based on this information, it would be my opinion that the marketing and exposure time would both be in the area of 10 to 16 months.

TAX AND ASSESSMENT DATA

The subject property is taxed as follows:

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Property Tax & Water
2019	9141_9241	\$361,650	\$228,820	\$590,470	\$104,880	\$66,360	\$171,240	10107	0.0757520	\$0.00	*\$0.00
2018	9141_9241	\$1,100,480	\$14,280	\$1,114,760	\$319,140	\$4,140	\$323,280	10107	0.0757520	\$0.00	\$0.00

Because the DDA is non-taxed, the tax burden is zero. The subject would be only part of the property.

PERSONAL PROPERTY

There is no personal property included in the valuation of the subject property.

HISTORY OF THE PROPERTY

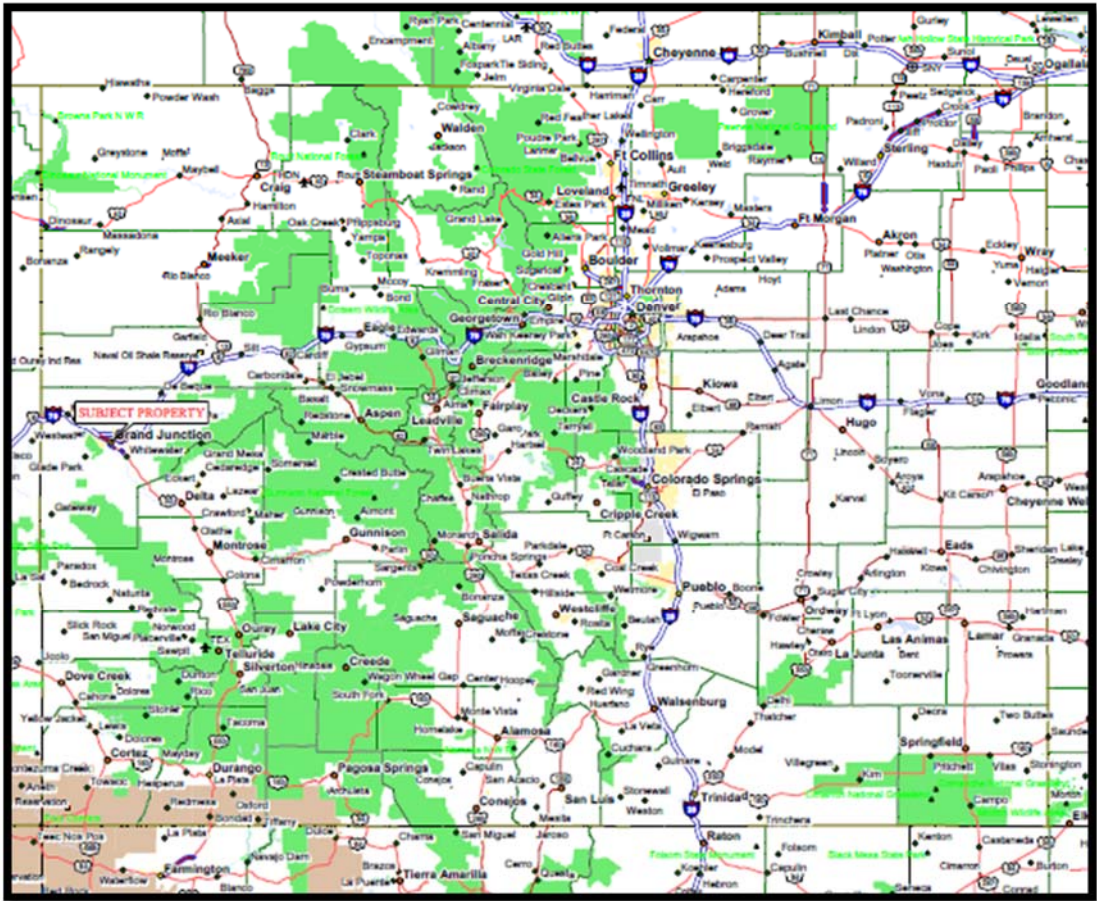
The subject property was sold from the Mesa County Valley School District 51 to the Downtown Development Authority on December 30, 2015 for \$1,350,000.00. That transaction was recorded at Reception Number 2747714 in the Mesa County Clerk and Recorder's Office. The property was then platted into R-5 Block Subdivision Amended on March 28, 2018. Lots 1-4 of the block then sold from the Grand Junction Downtown Development Authority to Downtown Grand Junction REgeneration, LLC by special warranty deed for \$1.00. Lot 1 transferred by quit claim deed on September 13, 2018 to Smith, Traw, and Breedon.

LOCATIONAL DATA

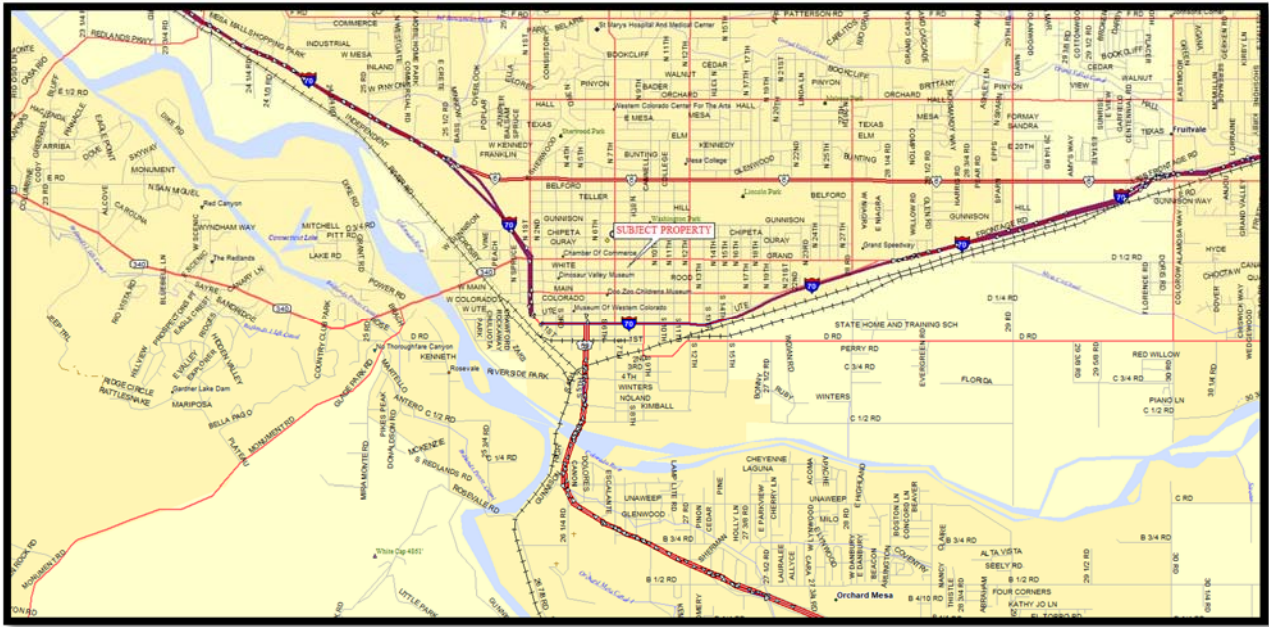
The subject is located on the east side of 7th Street between Grand Avenue and White Avenue in downtown Grand Junction. A primary intersection in the area is 7th Street and Grand Avenue, and Grand Avenue is one block north of White Avenue. This intersection is located on the northwest corner of the block the subject is located in. The area of the subject is zoned B-2, and the subject is on the northeast fringe of the downtown area of Grand Junction. Most of the commercial development is located along the streets from Colorado Avenue to Grand Avenue, and primarily from 1st Street to 7th Street. From 7th Street east, there are some commercial uses one to two blocks east of 7th Street, however the core district is along Main Street from 1st Street to 7th Street.

The subject property has no current vehicular access, however Lot 5 has access on its east side onto 8th Street as well as on Grand and White Avenues, and both of these streets have access to more significant arterials, including 7th Street.

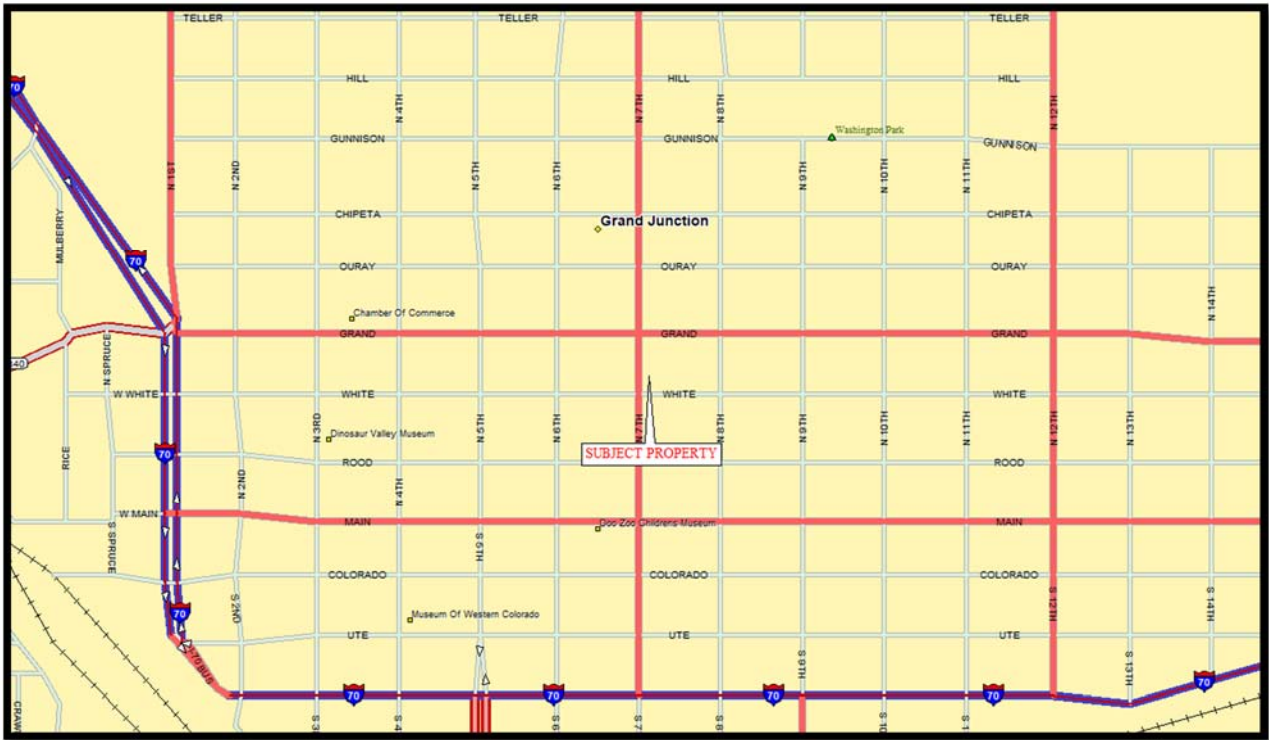
STATE MAP



CITY MAP

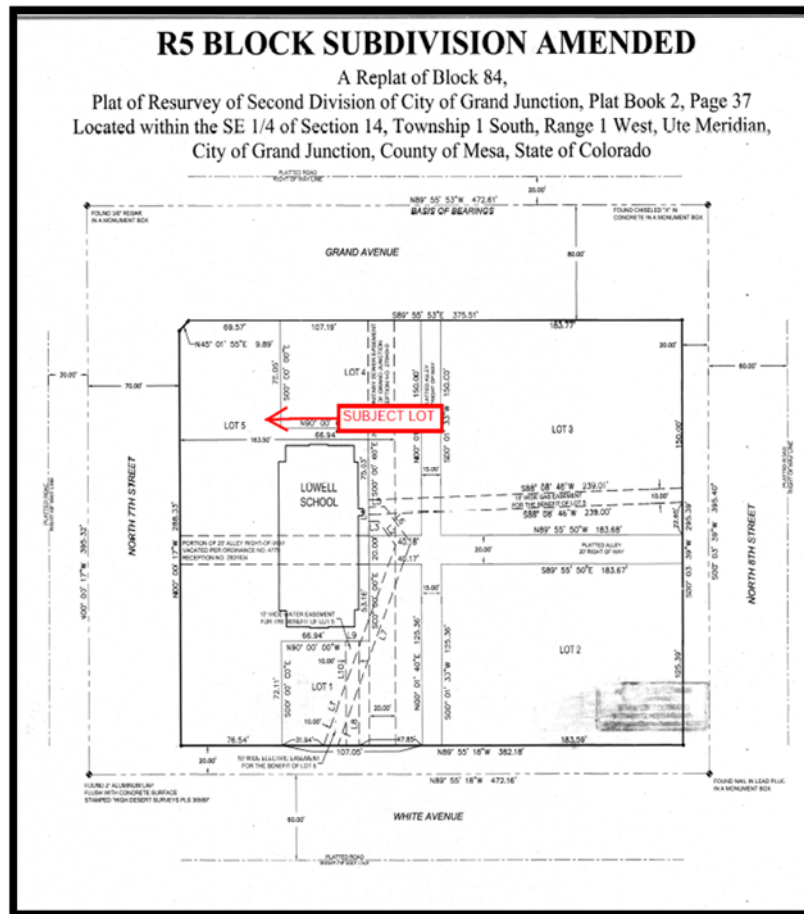


NEIGHBORHOOD MAP



SITE DESCRIPTION

A copy of the R-5 Block Subdivision Amended plat is included in the report and, as can be seen, there were 5 lots included in the subdivision.



While the subject Lot is shown above, only part of that area is included in the appraisal. According to the subdivision plat, Lot 5 contains the following:

Lot 5 = 32,503 SQ.FT. (0.746 ACRES)

The estimated land area for the subject is based on the measurement tool in the Mesa County Assessor's office. The following is the drawing from the assessor's website:



The above drawing indicates about 9,570 square feet in the north lawn area, and about 9,290 square feet on the south lawn. This provides a total of 18,860 square feet being valued in this report.

As mentioned, the premise of this appraisal is that this land area would have value if available to develop. This assumes that the City of Grand Junction would not require the lawn area to remain as open space as part of its requirements for the development of the improvements that now exist on Lot 5, and that the DDA would place no restrictions on the development of the lawn. The site is level in topography, and all utilities available in the area would be available to be used at the site, including water, sewer, gas, electricity, and cable television and internet services. All utilities to be developed on the site would be constructed to specifications and standards in accordance with the City of Grand Junction or the specific utility provider.

The subject is located within the City of Grand Junction in a B-2 zone, and the past use of the property has been for lawn use for the R-5 School. This school, however, was closed, and the district sold the property as a whole to the Grand Junction Downtown Development Authority. After the transfer to the Downtown Development Authority, the property was platted, and the other subdivision lots were sold to the client of this report. Primary uses in the B-2 zone include office, retail, civic, government, services, and residential uses. A copy of this section of the development code is included below:

Primary Uses		
Offices, Retail, Civic, Government, Services, Residential		
See GJMC 21.06.010, Use Table		
Lot		
Area (min. sq. ft.)		n/a
Width (min. ft.)		n/a
Frontage (min. ft.)		n/a
Setback	Principal	Accessory
Front (min. ft.)	0	25
Side (min. ft.)	0	0
Rear (min. ft.)	0	0
Parking Setback	30	6
Bulk		
First Floor Min. Height		15
Lot Coverage (max.)		n/a
Height (max. ft.)		80
Height (max. stories)		5
Density (min.)		8 units/acre
Density (max.)		No max. residential density

(1) Purpose: To provide concentrated downtown retail, service, office and mixed uses not including major regional shopping centers or large outdoor sales areas. The B-2 district promotes the vitality of the downtown area as provided by the Comprehensive Plan. Pedestrian circulation is encouraged as are common parking areas.

(2) Street Design: Effective and efficient street design and access shall be considerations in the determination of project/district intensity.

(3) Performance Standards:

(i) Landscaping: Landscaping is required for surface parking and for the park strip in the right-of-way.

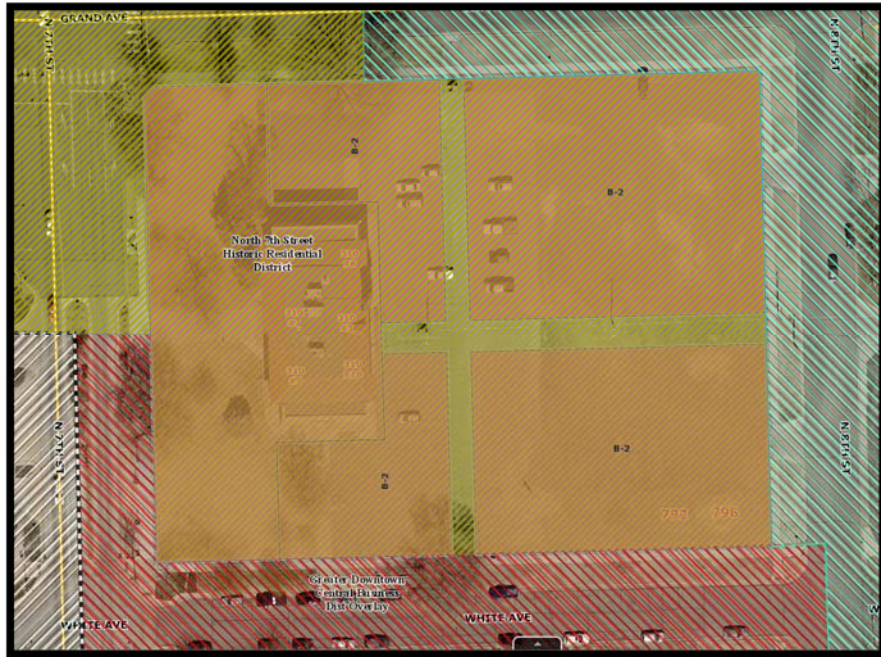
(ii) Service Entrances: Service entrances, service yards and loading areas shall be located only in the rear or side yard.

(iii) Outdoor Storage and Display: Outdoor storage and permanent displays are prohibited. Portable display of retail merchandise may be permitted subject to this code.

(4) Open Space:

(i) Public Parks and Open Space Fee: The owner of any residential or mixed use project in a B-2 zone district shall be subject to the required parks impact fee.

(ii) Open Space Requirement: Multifamily or mixed use developments in a B-2 zone district shall be required to pay 10 percent of the value of the raw land of the property as determined in GJMC 21.06.020(b).



HIGHEST AND BEST USE

Highest and Best Use is defined as follows:

"That reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to the user and timing of the use - that is adequately supported and results in the highest present value."

(Taken from "The Dictionary of Real Estate Appraisal-Sixth Edition" - The Appraisal Institute)

The first constraint to be analyzed is the legal permissibility of use for the subject property. Under the B-2 zone, there are a variety of uses that might be permitted, however the proper planning approvals must be obtained. The zoning, however, is not unduly restrictive, given the uses in the area of the subject. A primary constraint, however is the hypothetical condition that the lawn property being appraised could be sold separately from the balance of Lot 5. That is not the way the property currently exists. In addition, the property is not under the ownership of the client of this report. The DDA could also require the property to remain as is, as part of a transfer of the property to other owners.

Physical constraints placed on the property are also not unduly restrictive, although the overall sizes ranging from 9,290 square feet to 9,570 square feet would limit development potential for many uses. A small office complex or higher density development for residential use might be possible, however plans would need to be laid out for full analysis of the physical possibilities on the site.

Uses that would be financially feasible and that would produce the highest end value would be more difficult to analyze given the lack of costs for potential development plans. Any development of the property would limit the views to and from the R5 School building, which, in my understanding, is planned for renovation to a different use. In my opinion, the end highest and best

use for the subject property could include remaining as open space, or for the development of either office or office/residential mixed-use development.

ABOUT THE APPRAISAL PROCESS

The valuation process involves gathering information pertinent to the subject and the valuation procedure. This data is accumulated from the market and applied toward a value conclusion involving three valuation approaches. The value indications of the cost, sales comparison, and income capitalization approaches establish a range from which a final opinion of value is formed through the process of reconciliation. The process is illustrated in the flow chart in Figure 4.1.¹

The first step in the cost approach is to form an opinion of the subject site value. Then, the estimated reproduction cost of the improvements is developed. This step is followed by the application of depreciation for losses in value due to physical wear and tear and any possible functional deficiencies or negative external influences. The total of these estimates—the depreciated cost of the improvements and an allowance for site improvements and site value—represents the value of the property by the cost approach.

Sales comparison involves the collection of sales and listing data of properties that are similar to the subject property. These sales are compared to the subject, and adjustments are applied to the sales prices of the comparables to arrive at an indication of most probable price for the subject. If a comparable is inferior to the subject, a positive dollar or percentage adjustment is applied to the comparable sale price. If a comparable is superior to the subject, a negative dollar or percentage adjustment is applied.

In the income capitalization approach, current rental income is forecast for the subject property by comparison to comparable rental properties and examination of the subject's past performance. The resulting operating income is converted into a value indication by an applicable and supportable capitalization method.

The three approaches to value are interrelated. Each requires the gathering and analysis of data that pertains to the property being appraised. From the approaches applied, the appraiser develops separate indications of value for the property being appraised. To complete the valuation process,

1. *The Appraisal of Real Estate*, 14th edition. Chicago: Appraisal Institute, 2013, P. 37.

the appraiser integrates the information drawn from market research, data analysis, and the application of the approaches to reach a value conclusion.²

Useful definitions to the valuation process include, but are not limited to, the following:

Anticipation. *The perception that value is created by the expectation of benefits to be derived in the future.*

Balance. *The principle that real property value is created and sustained when contrasting, opposing, or interacting elements are in a state of equilibrium.*

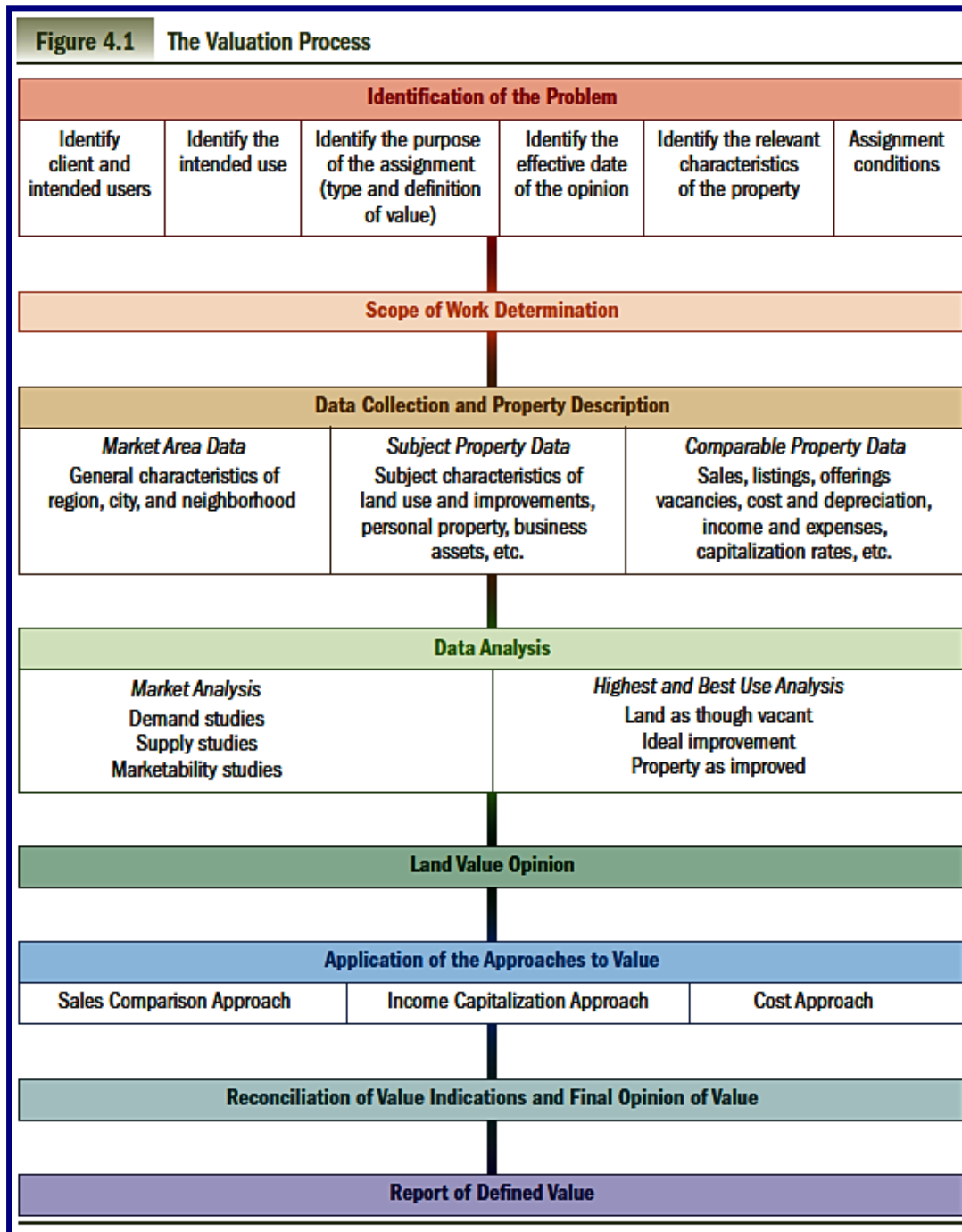
External obsolescence. *A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent.*

Functional obsolescence. *The impairment of functional capacity of improvements according to market tastes and standards.*

Supply and demand. *In economic theory, the principle that states that the price of a commodity, good, or service varies directly, but not necessarily proportionately, with demand, and inversely, but not necessarily proportionately, with supply. In a real estate appraisal context, the principle of supply and demand states that the price of real property varies directly, but not necessarily proportionately, with demand and inversely, but not necessarily proportionately, with supply.*

Substitution. *The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.*

2. Ibid, P. 36.



As mentioned earlier, the Cost Approach and Income Approach are both not applicable to the subject development. The Sales Comparison Approach is the only approach used.

SALES COMPARISON APPROACH

In the sales comparison approach, the appraiser develops an opinion of value by analyzing closed sales, listings or pending sales of properties that are similar to the subject property. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. A major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties.

The sales comparison process entails five primary steps:

- “Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.
- “Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.
- “Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.
- Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a

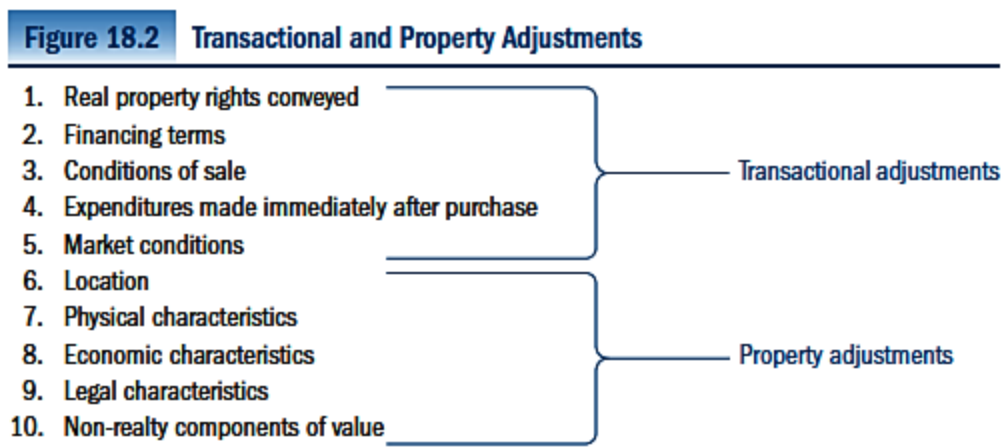
comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.

- “Reconcile the various value indications produced from the analysis of comparables into a value conclusion.”

Tantamount to the cost approach, appraisal principles related to the sales comparison include substitution, balance, and externalities. In this approach, the appraiser interprets the actions of buyers and sellers in an open market. Per the principle of substitution, when two or more properties of similar utility are available, and assuming there is no undue delay, the one with the lowest sale price will receive the greatest demand. The implication of this procedure is important because it uses similar properties sold in the subject market place. It is for this reason that it is frequently considered one of the most reliable value indicators in the real estate market in general.

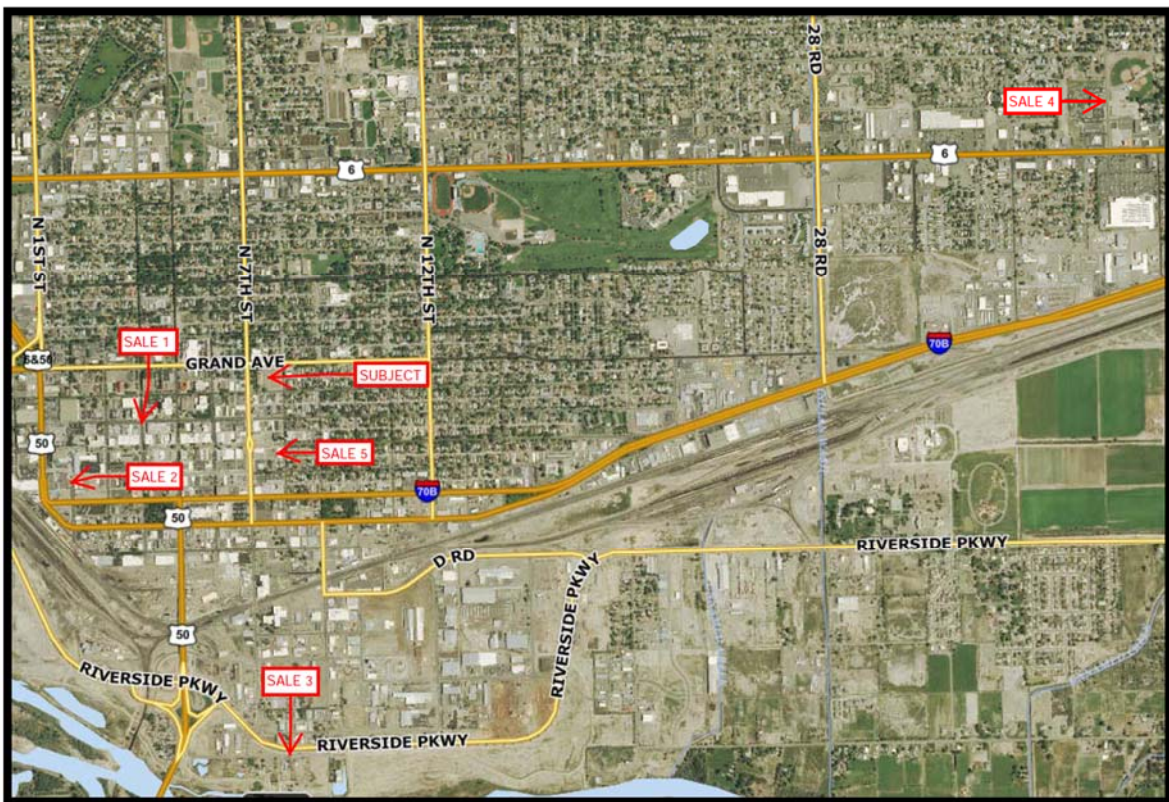
The following includes comparable descriptions and grids that facilitate the adjustment analysis of the comparable sales to the subject. To accomplish this adjustment process, the appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market data. Elements of comparison are the characteristics of properties and transactions that help explain the variance of prices paid for real estate.

Ten basic elements of comparison that should be considered in the sales comparison analysis include:



In order to determine the market value of the subject, I have analyzed sales of B-2 land in the downtown area over the last several years as well as more recent sales of mixed use types of properties. Five sales were found that occurred between January of 2017 and May of 2019 on tracts that were primarily vacant at the time of sale. An additional sale at 7th & Main occurred, but that property is being proposed for a high rise office building. The following sales were used for comparison to the subject:

SALES MAP



Sale # 1
Address
City, State, Zip Code
County

130 4TH STREET
Grand Junction, CO 81501
Mesa

Sale Information	
Buyer	Senergy Builders, LLC
Seller	Grand Junction Downtown Development Authority
Sale Date	March 21, 2018
Sales Price	\$117,600
Sales Price Per Square Foot	\$17.99
Reception No.	2793945
Assessor Parcel No.	2945-143-56-004

Transactional Elements	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Cash
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

Property Characteristics	
Type	Vacant Land
Land Area (Square Feet)	6,536
Location	CBD-Rood Avenue
Zoning	B-2; Central Business District Overlay
Functional Utility	Typical; Level Topography, Rectangular configuration; Mixed Use Development potential
Accessibility	Typical; Rood Avenue & 4th Street
Visibility	Typical; Rood Avenue & 4th Street

Remarks
The sale property was purchased by Senergy Builders, who intend to construct a 5-story; 36,000 square foot; Mixed Use building. The property was purchased from the GJ Downtown Development Authority. As part of the development, the developer will either purchase or lease 31 parking spaces in the City of Grand Junction parking garage located immediately east of the sale parcel. Additional parking may still be required. The buyer stated that they are currently looking at shared parking agreements with Alpine Bank and the City of Grand Junction. If more parking is not secured, they will be required to reduce the number of planned studio and 1 bedroom units and replace them with 2 bedroom units. According to the DDA minutes approving the contract, the property had been appraised on 10/23/15 for \$190,000.00.



Sale Photograph



AERIAL FROM MESA COUNTY ASSESSOR

Sale # 2
Address
City, State, Zip Code
County

225 S 2ND STREET
Grand Junction, CO 81501
Mesa

Sale Information	
Buyer	City of Grand Junction
Seller	Mesa Pawn & Loan Inc. Pension & Profit Sharing Plan
Sale Date	January 13, 2017
Sales Price	\$775,000
Sales Price Per Square Foot	\$21.22
Reception No.	2787175
Assessor Parcel No.	2945-143-25-004

Transactional Elements	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Cash
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

Property Characteristics	
Type	Redevelopment Tract
Land Area (Square Feet)	36,520
Location	CBD- 1st Steet Corridor
Zoning	B-2; Central Business District Overlay
Functional Utility	Typical; Level Topography, Rectangular configuration; Development potential
Accessibility	Typical; Ute Avenue & 2nd Street
Visibility	Typical; Ute Avenue & 2nd Street

Remarks
The sale property was purchased by the City of Grand Junction, with the intention to build a large scale regional event center. The development was put to the voters and voted down. Without funding, the project has since stalled. At the time of sale, the property was occupied by Mesa Pawn. The improvements had not been well maintained and are nearing the end of their economic life expectancy. At this time, the improvements have not been demolished. The Two Rivers Event Center (north of sale parcel), will be renovated, but the eventual plan is still to redevelop the site. New hotel construction has begun to the east of the sale parcel, in anticipation of the event center.



Sale Photograph



AERIAL FROM MESA COUNTY ASSESSOR

Sale # 3
Address
City, State, Zip Code
County

805 STRUTHERS
Grand Junction, CO 81501
Mesa

Sale Information	
Buyer	ANATUM, LLC
Seller	STRUTHERS HOLDINGS
Sale Date	May 31, 2019
Sales Price	\$600,000
Sales Price Per Square Foot	\$7.65
Reception No.	2882112
Assessor Parcel No.	2945-234-00-029

Transactional Elements	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Cash
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

Property Characteristics	
Type	Development land- old building to be removed
Land Area (Square Feet)	78,392
Location	South of downtown, west of Las Colonias
Zoning	C-2, Opportunity Zone
Functional Utility	good- area of redevelopment
Accessibility	Average
Visibility	Average

Remarks
This property is located directly west of the The Riverfront Las Colonias Business Park in an area of redevelopment. Edgewater Brewery and a new residential project is located east of the property, with Las Colonias Park located east of those parcels. The property is on the north side of the riverfront trail.



Sale Photograph



AERIAL FROM MESA COUNTY ASSESSOR

Sale # 4
Address
City, State, Zip Code
County

510, 512, & 514 28 3/4 ROAD
Grand Junction, CO 81501
Mesa

Sale Information	
Buyer	GRAND JUNCTION REAL ESTATE INVESTMENTS, LLC
Seller	IN-AND-OUR, LLC
Sale Date	February 28, 2019
Sales Price	\$605,000
Sales Price Per Square Foot	\$7.87
Reception No.	2871834
Assessor Parcel No.	2943-074-76-010, 2943-074-78-001,002

Transactional Elements	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Cash
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

Property Characteristics	
Type	Vacant Commercial Land
Land Area (Square Feet)	76,911.0
Location	28 3/4 ROAD NO. OF NORTH AVE.
Zoning	C-1
Functional Utility	GOOD, WILL BE MIXED USE DEVELOPMENT
Accessibility	GOOD 28.75 ROAD
Visibility	GOOD

Remarks
This property was purchased for commercial and residential development. The east lot will be developed for residential use, while the balance is proposed for commercial use. The property sold after 272 days on the market, and had an original list price of \$850,000.00.



Sale Photograph



AERIAL FROM MESA COUNTY ASSESSOR

Sale # 5
Address
City, State, Zip Code
County

740 MAIN STREET
Grand Junction, CO 81501
Mesa

Sale Information	
Buyer	MARIA & ALFRED MAESTAS, LLC
Seller	741 DOWNTOWN, LLC
Sale Date	December 13, 2019
Sales Price	\$656,250
Sales Price Per Square Foot	\$30.00
Reception No.	2864435
Assessor Parcel No.	2945-144-20-003,004,005

Transactional Elements	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Cash
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

Property Characteristics	
Type	Vacant Commercial Land
Land Area (Square Feet)	21,875
Location	CBD- Grand Avenue Corridor
Zoning	B-2; Central Business District Overlay
Functional Utility	Typical; Level Topography, Rectangular configuration
Accessibility	MAIN STREET
Visibility	MAIN STREET

Remarks
The property was purchased by an adjacent business owner who needed the land for added parking. The property was well located on Main Street.



Sale Photograph



AERIAL FROM MESA COUNTY ASSESSOR

UNITS OF COMPARISON

The first step of the adjustment process is to determine which unit of comparison is applicable to the given market. The subject property is vacant development land, and the appropriate unit of comparison would typically be either a price per acre or price per square foot. A price per square foot was chosen, although a price per acre would have presented no difference in values. All adjustments are made on an overall price per square foot basis.

ADJUSTMENT DERIVATION

After the comparable sales have been selected and the unit of comparison has been determined, adjustments are quantitatively estimated. These adjustments are made on a percentage basis and represent the magnitude difference based on my observation of the subject and the comparables. These are comparable to qualitative adjustments converted to quantitative adjustments to present a reasonable adjusted value for the subject.

In order to derive adjustments, the first characteristics which must be considered are transactional elements.

TRANSACTIONAL ELEMENTS

Prior to derivation of adjustments for physical and locational characteristics, as well as other adjustments, the sales must be adjusted for transactional elements, including real property rights conveyed, financing terms, conditions of sale, expenditures made after purchase, and market conditions.

Real Property Rights Conveyed

Each of the sale transactions included the fee simple estate rights of ownership. No adjustments are necessary to consider differences in real property rights conveyed. It can be noted that at least one property transferred by special warranty deed, however this did not impact the sales price.

Financing Terms

The financing terms of each transaction was either conventional or cash to the seller. The financing terms did not impact the sales price of any of the sales. Therefore, no adjustments were necessary for financing terms.

Conditions of sale

Each of the sales was an arms-length transaction with typical conditions of sale. No adjustments were necessary for this factor. Sale #5, however was purchased by an adjoining owner at what was perceived to be market value.

Expenditures made after purchase

In some cases, the properties that are purchased for use have expenditures made after the purchase. In the case of the sales, none had expenditures that affected the sales price of the subject property. Therefore, no adjustment was necessary for expenditures made after purchase.

Market conditions

Due to the recent nature of the sales, it is difficult to determine an adjustment for market conditions which would represent changes in the market since the time of sale.

PHYSICAL CHARACTERISTICS

After transactional elements are considered, adjustments are then made to consider differences in physical characteristics. These adjustments have been calculated as follows:

Location

The subject property is located on the fringe of the Central Business District, being located at approximately 8th Street, between Grand and White Avenues. Two of the other sales are located in the Central Business District, with one sale located south of downtown in an area of redevelopment near Las Colonias Park, and another sale in a redevelopment area near 28.75 Road and North Avenue. Sales #1 and #5 are located downtown, and a minus 10% adjustment was made for location. Sale #2 was adjacent to Two Rivers Convention Center, and a downward adjustment was

made in the amount of 20% for its superior location. I have adjusted up 10% for Sale #3's location south of downtown, and adjusted up 15% for Sale #4's location on 28 ¾ Road.

Land area

The subject contains a total of 18,860 square feet, while the other sales ranged in size from about 6,536 square feet up to 78,392 square feet. Sale #1 was the smallest at 6,536 square feet, and this was on 4th Street. A minus 10% adjustment was made for size in that sale. A plus 10% adjustment was made to Sale #2 for size, while adjustments of 35% were made to Sales #3 and #4, both being about four times the size of the subject. Sale #5 had a total of 21,875 square feet, and a no adjustment was made for size. Typically, larger tracts will sell for lower price per square foot or per acre than smaller tracts. In this case, the subject is larger than one of the sales, similar to one, but smaller than the other 3.

Zoning

Sales #1, #2 and #5 were zoned B-2, and no adjustments were made for zoning. Sales #3 and #4 were zoned C-2 and C-1 respectively, however the uses on the property will more than likely be similar to those permitted on the subject. No adjustments were made to those sales for zoning.

Functional utility

The functional utility of the subject would be primarily for business or townhome development, with some potential for office use or another commercial use along 7th Street. The other sales had mixed use development as potential uses, and Sale #4 is being developed with residential uses on the east lot, with commercial uses on the front lots. Sale #3 is in an area where redevelopment for mixed use is occurring. Sale #1 is proposed for mixed use, so no adjustment is made to these 3 sales. Sale #2 is adjacent to 2 Rivers Convention Center, and will be developed as part of the event center, and a 10% downward adjustment was made for that sale. Sale #5 was just east of 7th and Main, and was purchased by an adjacent owner for parking, requiring no adjustment.

Accessibility, visibility

These factors were all considered similar to the subject, and no adjustments were made to the sales.

Other

The subject has 2 tracts, with potential for sale for each of the tracts. They cannot be compared to small tracts, however, since selling in this manner would require allowances for commissions, costs of sale, developers profit and absorption. The sales all had 1 to 3 parcels, and no adjustment was made for the number of parcels.

APPLICATION OF ADJUSTMENTS

The next step of the Sales Comparison Approach is to apply the adjustments derived above to each of the sales. Each sale will then indicate a value for the subject. Applying each of the adjustments described above indicates the following value conclusions based on the comparable sales:

SALES COMPARISON ANALYSIS GRID

PART OF LOT 5, R-5 BLOCK SUBDIVISION, AMENDED GRAND JUNCTION, COLORADO	NISLEY & ASSOCIATES June 7, 2019
---	-------------------------------------

	SUBJECT	SALE 1		SALE 2		SALE 3		SALE 4		SALE 5	
ADDRESS	PART OF LOT 5, R-5 BLOCK SUBDIVISION, AMENDED	130 4TH STREET		225 S 2ND STREET		805 STRUTHERS		510, 512, & 514 28 3/4 ROAD		740 MAIN STREET	
	GRAND JUNCTION	GRAND JUNCTION		GRAND JUNCTION		GRAND JUNCTION		GRAND JUNCTION		GRAND JUNCTION	
SALES PRICE	N/A	\$117,600		\$775,000		\$600,000		\$605,000		\$656,250	
\$/S.F. LAND	N/A	\$17.99		\$21.22		\$7.65		\$7.87		\$30.00	
DATE	6/7/2019	3/21/2018		1/13/2017		5/31/2019		2/28/2019		12/13/2019	
REAL PROPERTY RIGHTS CONVEYED:	FEE SIMPLE	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00
ADJUSTED SALES PRICE		\$117,600.00		\$775,000.00		\$600,000.00		\$605,000.00		\$656,250.00	
FINANCING TERMS	N/A	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00
ADJUSTED SALES PRICE		\$117,600.00		\$775,000.00		\$600,000.00		\$605,000.00		\$656,250.00	
CONDITIONS OF SALE	N/A	DDA SELLER	\$0.00	TYPICAL	\$0.00	TYPICAL	\$0.00	TYPICAL	\$0.00	BOUGHT BY ADJACENT PROPERTY OWNER	\$0.00
ADJUSTED SALES PRICE		\$117,600.00		\$775,000.00		\$600,000.00		\$605,000.00		\$656,250.00	
EXPENDITURES MADE AFTER PURCHASE	N/A	NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00
ADJUSTED SALES PRICE		\$117,600.00		\$775,000.00		\$600,000.00		\$605,000.00		\$656,250.00	
MARKET CONDITIONS	N/A	SIMILAR	\$0.00	SIMILAR	\$0.00	SIMILAR	\$0.00	SIMILAR	\$0.00	SIMILAR	\$0.00
ADJUSTED SALES PRICE		\$117,600.00		\$775,000.00		\$600,000.00		\$605,000.00		\$656,250.00	
ADJ \$/S.F.	N/A	\$17.99		\$21.22		\$7.65		\$7.87		\$30.00	
LOCATION	FRINGE OF CBD	CBD	-10%	CBD- NEAR 2 RIVERS	-20%	South of downtown, west of Las Colonias	10%	28 3/4 ROAD NO. OF NORTH AVE.	15%	CBD	-10%
LAND AREA	18,860	6,536	-10%	36,520	10%	78,392	35%	76,911.0	35%	21,875	0%
ZONING	B-2	B-2	0%	B-2	0%	C-2, Opportunity Zone	0%	B-2	0%	B-2	0%
FUNCTIONAL UTILITY	POTENTIAL MIXED USE	MIXED USE DEVELOPMENT	0%	FUTURE EVENT CENTER DEVELOPMENT	-10%	MIXED USE DEV. POTENTIAL	0%	MIXED USE DEV. POTENTIAL	0%	Typical; Level Topography, Rectangular configuration	0%
ACCESSIBILITY	AVERAGE	SIMILAR	0%	SIMILAR	0%	SIMILAR	0%	SIMILAR	0%	SIMILAR	0%
VISIBILITY	AVERAGE	SIMILAR	0%	SIMILAR	0%	SIMILAR	0%	SIMILAR	0%	SIMILAR	0%
OTHER	2 PARCELS	1 TRACT	0%	1 TRACT	0%	1 TRACT	0%	3 PARCELS	0%	3 PARCELS	0%
NET ADJ.			-20%		-20%		45%		50%		-10%
ADJ. \$/S.F.		\$14.39		\$16.98		\$11.10		\$11.80		\$27.00	

SALES COMPARISON APPROACH CONCLUSION

The five sales included in the Sales Comparison Approach provide a range in value from \$11.10 per square foot in Sale #3 up to \$27.00 per square foot in Sale #5. Sale #1 indicates a value at \$14.39 per square foot, with Sale #2 indicating a value of \$16.98 per square foot. Sale #3 indicates a value at \$11.10 per square foot, with Sale #4 indicating a value at \$11.80 per square foot. Sales #1, #2 and #5 required the least overall adjustment at 10% in Sale #5, and 20% in Sales #1 and #2. Sales #1 and #2 indicate a range in value from \$14.39 to \$16.98. Sale #5 indicates a value at \$27.00, but the purchaser was an adjacent owner who needed the parking.

Sale #5 is in closest proximity to the subject, and two other sales that were not used occurred at 7th and Main. The first was on the northeast corner, and the property sold on May 1, 2019 for \$525,000 for 14,000 square feet or \$37.50 per square foot. The second was east of this sale, and it sold on January 28, 2019 for \$325,000 for 9,000 square feet, or \$36.11 per square foot. In my understanding, these sales will be used for a high rise office building. The end use is substantially different than that of the subject, and no emphasis was placed on those sales. Least emphasis was put on Sale #5 due to the purchaser being an adjacent owner.

Considering all 5 sales, but placing more emphasis on Sales #1 and #2, I have concluded an overall value at \$15.00 per square foot. This indicates the following:

SUBJ. LAND AREA	18,860	SF
INDICATED VALUE OF THE SUBJECT/S.F	\$15.00	
INDICATED VALUE OF THE SUBJECT	\$283,000.00	(RD)

Indicated Value by the Sales Comparison Approach:

\$283,000.00

RECONCILIATION OF VALUE

Indicated Value by the Sales Comparison Approach: \$283,000.00

Based on the information contained in the report, as well as the hypothetical conditions, it is my opinion that the market value for the subject property is:

**TWO HUNDRED EIGHTY THREE THOUSAND DOLLARS
(\$283,000.00)**

Respectfully submitted,

John W. Nisley, MAI, SRA (A.I.)
Certified General Appraiser
Colorado - #CGO1313453

JOHN (JACK) W. NISLEY **QUALIFICATIONS**

EDUCATION:

University of Denver

Bachelor of Science in Business Administration,
1976 - Major Study: Real Est. and Const. Management

Jones Real Estate College

Broker Studies

American Institute of Real Estate Appraisers

1978, Course 1A, Introduction to Real Estate Appraisal
1979, Course 1B, Capitalization Theory and Techniques
1979, Course II, Urban Properties
1980, Income Capitalization Workshop
1980, Course VI, Introduction to Real Estate Investment Analysis
1981, Subdivision Analysis Seminar
1981, Business Valuation Seminar
1982, Standards of Professional Practice
1983, Capitalization Theory & Techniques II
1983, Capitalization Theory & Techniques III
1984, Water and Value
1985, Standards of Professional Practice
1985, Evaluating Commercial Construction
1985, Residential Construction Analysis

1986, R-41B Seminar
1986, Foreclosure Seminar (Grand Junction Board of Realtors)
1987, Ad Valorem Tax and Assessed Values
1987, R-41C and the Appraiser
1987, Uniform Residential Appraisal Report
1988, Standards of Professional Practice Update
1988, Rates, Ratios and Reasonableness
1989, Current Appraisal Issues
1988, Residential Demonstration Report Writing Seminar Grader's Training
1989, Residential Demonstration Report Writing Seminar Grader's Training
1989, Standards of Professional Practice Update
1989, Valuation Methodology
1989, Environmental Hazards

Appraisal Institute - 2002 to Present

2002, Associate Guidance Leadership Program
2002, Loss Prevention

2002, Colorado State Update
2002, Mark to Market
2002, Taught Residential Demonstration Report Writing Seminar
2002, Boom & Bust
2002, A1, Demonstration Grader Training Program
2003, Course 400 - National Uniform Standards of Professional Appraisal Practice
2003, Taught Residential Demonstration Report Writing Seminar
2003, Economic Overview and Forecast in Colorado
2003, Affordable Housing and Denver Update

2003, Business Practices and Ethics
2004, 7-Hour National USPAP Update Course
2004, Taught Residential Demonstration Appraisal Report Writing Seminar
2005, Residential Highest and Best Use Seminar
2005, Business Practices and Ethics
2005, 7-Hour National USPAP Update
2005, Assessment Reappraisal
2006, Taught Associate Guidance Seminars- Gen. & Residential Experience & Demo. Reports
2007, Taught Associate Guidance Seminars- Gen. & Residential Experience & Demo.

2007, Business Practices and Ethics

2007, Green Building/Leeds	2011, Colorado DORA Communications with Appraisers
2007, Rates and Ratios: Making Sense of GIMs, OARs, and DCFs	2011, Report Graphs and Statistics
2007, The Real Estate Economy: What's in Store for 2008?	2011, If I Knew Then What I know Now About Real Estate Appraising
2007, A Q B Awareness Training for A.I. Instructors	2012, Colorado Economic Review & Outlook for 2012 - Seminar/Dinner
2007, Online Residential Report Writing and Case Studies	2012, 7-Hour National USPAP Update Course
2007, Economic Update - Mountain Regions	2012, Experience Training
2007, Don't Count Your Chickens Before They're Taxed	2013, Exception to Title
2007, 7-Hour National USPAP Update	2013, USPAP 7-Hour Update
2007, 1-Hour State of Colorado Statutes and Rules	2013, Business Practices and Ethics
2008, Economic update and Forecast	2014, USPAP 2014-2015 and the New Reporting Options
2008, 7-Hour National USPAP Update Course	2014, USPAP 7-Hour Update
2008, Seminar - Easements	2015, The Lost & Forgotten Cost Approach
2008, Seminar - Built Green	2015, The Sharing Economy & Real Estate
2008, 1-Hour State of Colorado Statutes and Rules Update	2015, Board the Appraisal Bus/ CDOT Projections
2008, Taught Associate Guidance Seminars, San Diego, Baton Rouge	2015, Analyzing Operating Expenses
2008, Taught Associate Guidance Seminars, Woodland Hills, Calif.	2015, Using your HP12C Calculator
2009, 7-Hour National USPAP Update Course	2015, Cool Tools, New Technology for Real Estate Appraisers
2009, Buildings/Technologies, Damages, Conditions/Solutions	2016, USPAP 7-Hour Update
2009, Real Estate Valuation Method and Market	2017, Valuing Fractional Interests
2009, Real Estate Rules/HVCC/AMC's/ASC Updates	2017, Colorado Property Taxes
2009, Committee CE Credit - Chapter Level	2017, Trends in Health Care Real Estate
2010, 2010 Economic Overview and Forecast	2017, 2018-2019 7 hour National USPAP Update Course
2010, ABA/AI Telephone Briefing: Grand Junction	2017, The Discounted Cash Flow Model: Concepts, issues, and Apps.
2010, Appraising Distressed Commercial Real Estate: Here We Go Again	2018, Colorado Economic & Development Update/Seminar
2010, Appraisal Curriculum Overview (2-day General)	2018, Online Business Practices and Ethics
2010, 7-Hour National USPAP Update Course	2018, Reviewer/Regulator Perspectives
2010, Economic Condition Changes	2018, Hot Topics and Myths in Appraiser Law
2010, The Impact of Economic, Financial & Real Estate Cycles	2018, The Valuation of Solar Photovoltaic Systems
2010, The Change in Real Estate Appraising	
2011, 7-Hour National USPAP Update Course	

MEMBERSHIPS AND LICENSES:

Appraisal Institute - MAI Designation, #6925, SRA Designation received 3-13-07.
State of Colorado Certified General Appraiser - License #CG01313453

BACKGROUND AND EXPERIENCE:

Appraisal Apprentice - Mountain Realty Company - 6/75 to 9/75, 3/76 to 8/76
Fee Appraiser - Nisley & Associates, Inc. - 8/76 to Present Time

Qualified as Expert Witness in Mesa, Montezuma, Gunnison, and Garfield Counties District Courts

Appraisal Institute Committees - Served on Demonstration Report Grading Panel and
Experience Review Panel

Appraisal Institute - Served on Colorado Chapter Board of Directors, Past Chair of Membership
Retention and Development (Admissions) 2001, Colorado Experience Review Panel, Colorado
Chapter Secretary/Treasurer for 2002, Colorado Chapter Vice President 2003, President 2004,
Immediate Past President 2005, 2006-2008 Regional Representative for Colorado to Region II

Have been a Property Tax Arbitrator in Mesa County, Eagle County, Hearing officer in Montrose County

TYPES OF WORK DONE:

Residential - Single Family, Multi-Family, Assisted Living Facilities, Nursing Homes, Bed & Breakfasts
Residential and Commercial Subdivisions
Commercial - Office, Retail, and Wholesale Properties
Industrial Properties
Condominiums
Farms, Wineries
Vacant Land
Special Use Properties
Arbitration

PURPOSE OF APPRAISALS:

Acquisition	Mortgage	Estate Planning
Tax Planning	Exchange	Development
Sales	Insurance	Condemnation
Foreclosure	Bankruptcy	Divorce

AREAS WORKED IN: (Counties)

Mesa County	Delta County	Montrose County	Garfield County
Moffat County	Rio Blanco County	Pitkin County	Gunnison County
Ouray County	Larimer County	San Miguel County	Montezuma County
LaPlata County	San Juan County	Eagle County	Routt County
(All in Colorado)			
Moab, and Grand County, Utah			

PARTIAL LIST OF CLIENTS:

American National Bank	Palisade National Bank	School Dist. 51, Mesa Co.
First Bank Systems	Martelle Daniels	Texaco
US Bank	Cornerstone Private Capital	Doug Colaric
Grand Valley National Bank	S.D. 16, Garfield Co.	City of Grand Junction
Williams, Turner, & Holmes	Norwest/Wells Fargo Bank	Bank Midwest
Dan Kerst	Union Oil Company	Bank of the West
David Turner	Walker Field Airport	Alpine Bank
City of Montrose	Vectra Bank	
First National Bank of the Rockies	Mountain Valley Bank	
Community First National Bank	Greg Kampf	

Numerous Private Individuals and Companies

Mesa County
Eagle County
Montrose County

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. The 2014-2015 edition of Uniform Standards of Professional Appraisal Practice eliminates reference to "Summary" or "Self-Contained" styles of reporting. Instead, "Standard 2 does not dictate the form, format, or style of real property appraisal reports. The form, format, and style of a report are functions of the needs of intended users and appraisers. The substantive content of a report determines its compliance." This report is designed to be similar to the requirements of a "Summary" report as described in former editions of USPAP and satisfies the current reporting standards. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any and all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. On the letter of transmittal and the last page of the report, both signatories are in blue ink. If the signatures are not in blue ink, the appraisal report may not be an original.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the route observations made during the appraisal process.
15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
20. The liability of Nisley & Associates, Inc. and its employees or Appraisers associated with Nisley & Associates on an Independent Contractor status is limited to the client only and to the fee actually received by the Appraiser. Further, there is no obligation, accountability or liability to any third party. Any damages incurred by the use of or reliance on this appraisal report by the client are without warranty or liability except for the amount of the fee paid to the Appraiser.
21. THE ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THESE TWENTY ONE NUMBERED LIMITED CONDITIONS AND ASSUMPTIONS.

CERTIFICATION

The undersigned does hereby certify that, to the best of my knowledge and belief, and except otherwise noted in this appraisal report:

1. The statements of fact contained in this report are true and correct.
2. The report analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting a predetermined result.
7. My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulation result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I, John W. Nisley, have completed the continuing education program of the Appraisal Institute.

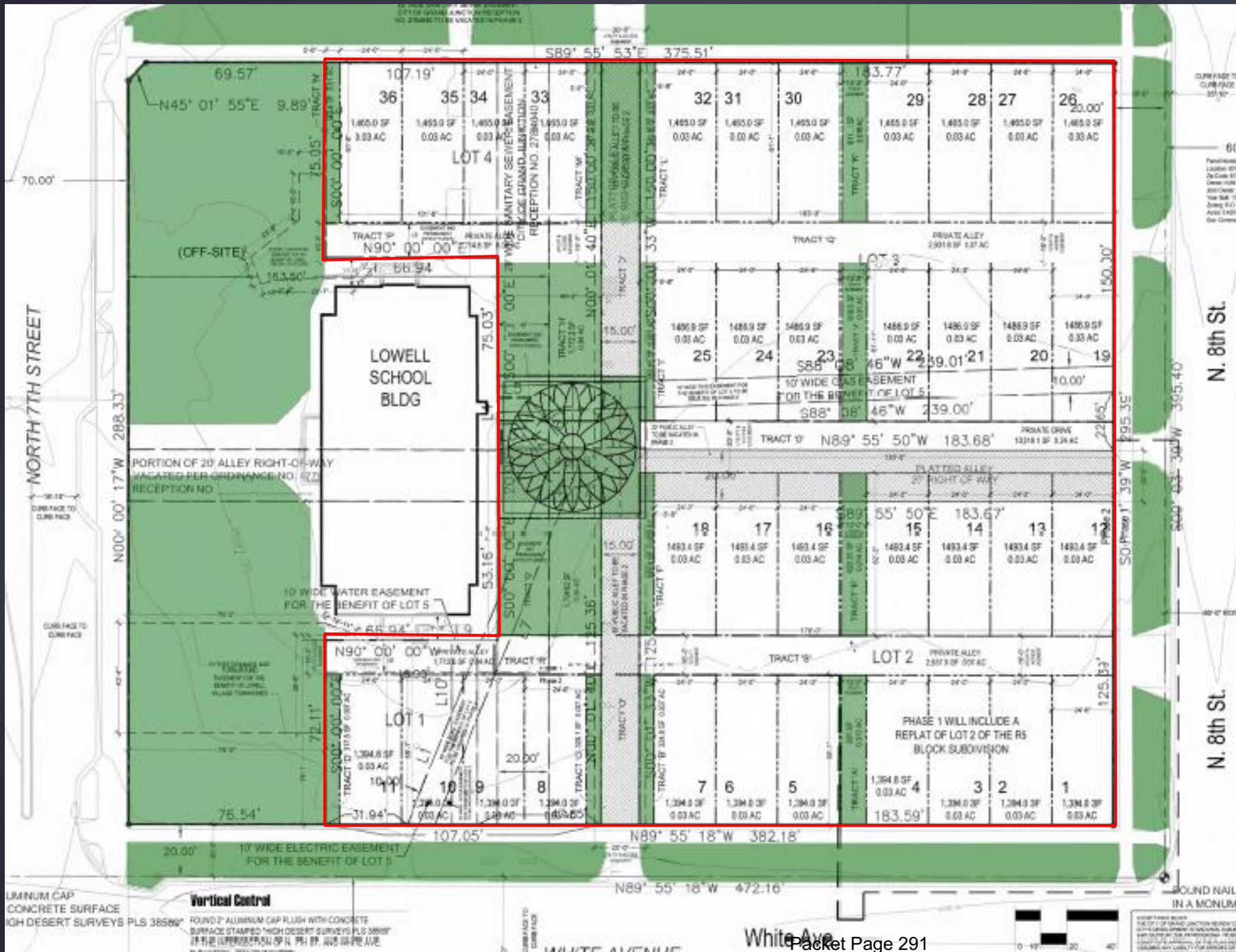
John W. Nisley, MAI, SRA
Certified General Appraiser
Colorado - #CG01313453

6/14/2019

Date



- ▶ Total 36 units
- ▶ Phase 1 – 4 units completed
- ▶ Phase 2 appx. 1.7 acres or 74,052 square feet
- ▶ Appraised Value of Phase 2 - \$700,000

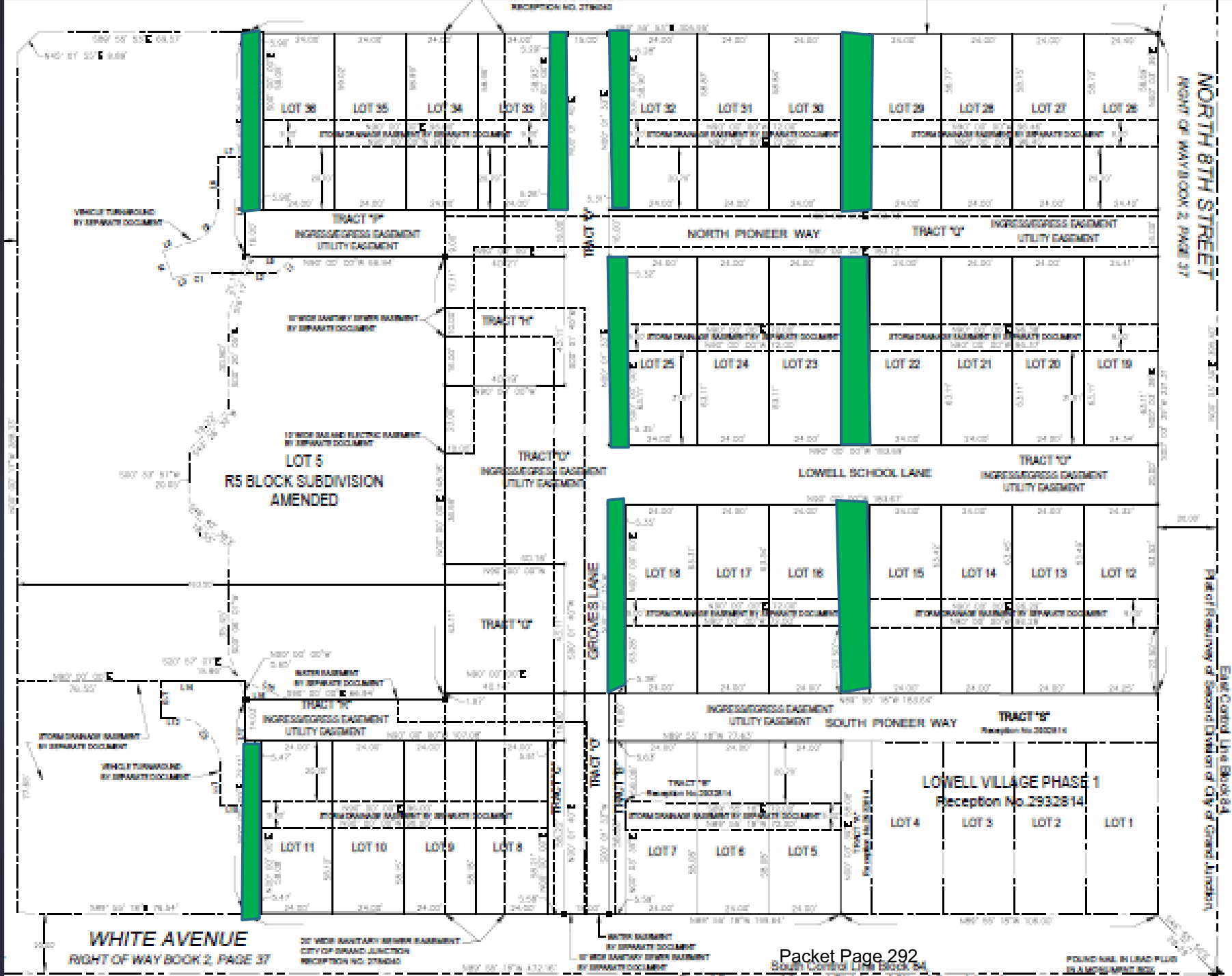


Developer's Proposal

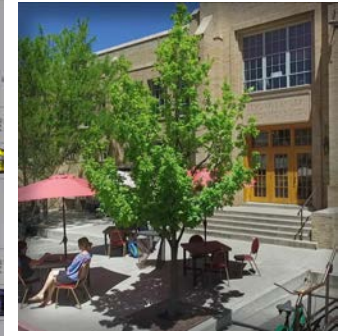
Includes Front Lawn of R-5 School – Not Owned by Developer

Includes park strips between sidewalk and curbs on Grand and White Avenue and North 8th Street – Already within City public right-of-way

Includes areas encumbered for other use including fire access, fire turnaround and utility easements



Lowell Village: Urban Public Open Space Proposal



City of Grand Junction
Parks & Recreation
Advisory Board (PRAB)

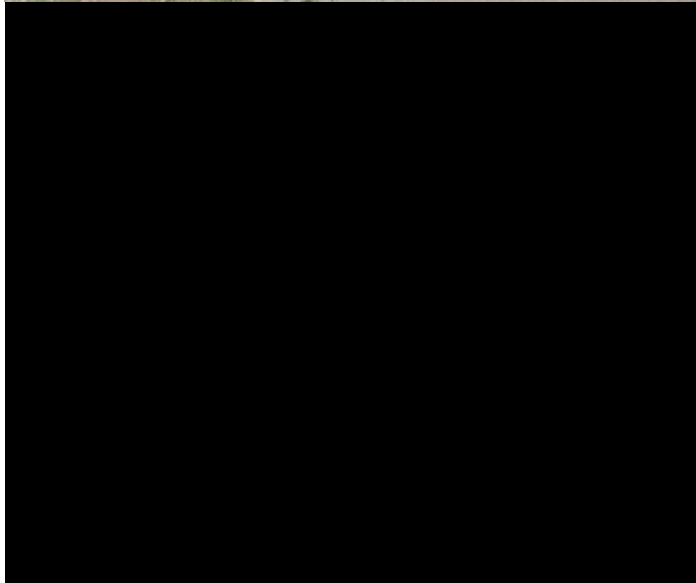
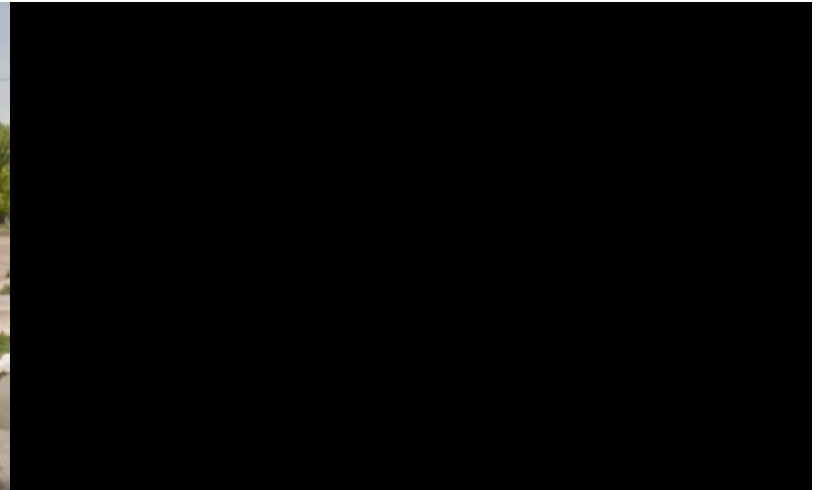
11/5/20

Downtown
Grand Junction
REgeneration

Jeremy Nelson













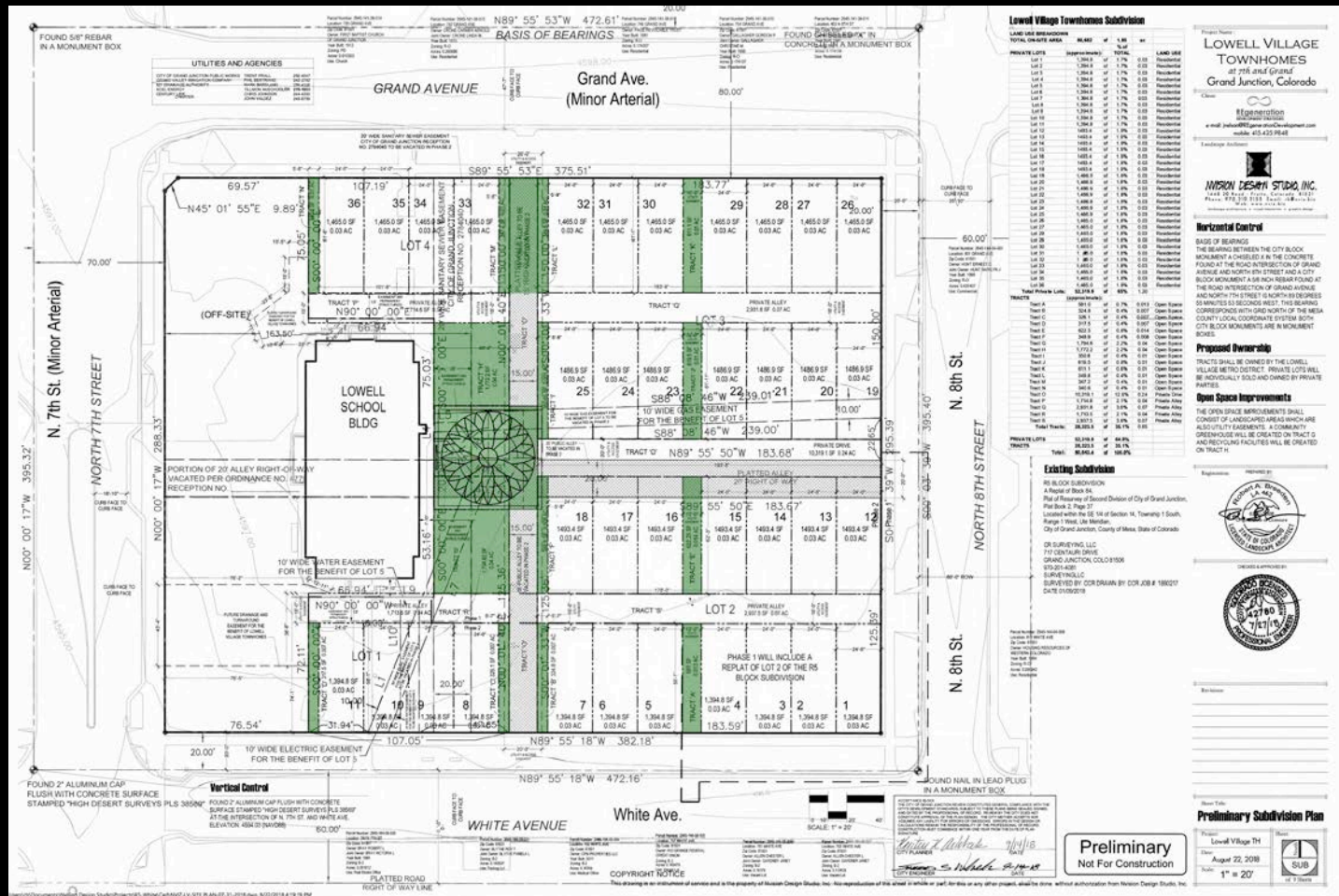


Public open space:
within the Phase 2
project site boundaries

Dedicated to and
maintained by the
Metro District

13.7% of Phase 2 site
area

Exceeds 10% open
space dedication
standard



Total Phase 2 Site Area

72,502 sf 100.0%

Total Phase 2 On-Site Public Open Space Area

9,911 sf 13.7%

Flower Plaza, Greenhouse, Composting (Tracts O, G & H)

5,886 sf 8.1%

Grand Avenue Pocket Park (Tract O)

1,507 sf 2.1%

Ped/Bike Paseos:

Tract E

622 sf 0.8%

Tract J

620 sf 0.9%

Tract K

611 sf 0.8%

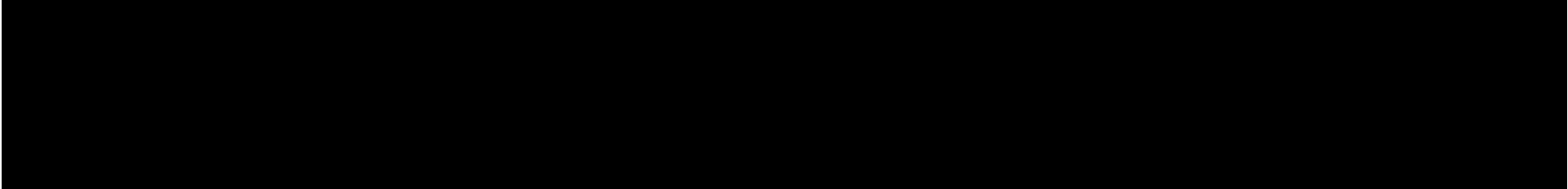
Great Lawn Tree Canopy Enhancements (Lot 5 Adjacent)

Tract D

317 sf 0.4%

Tract N

348 sf 0.5%

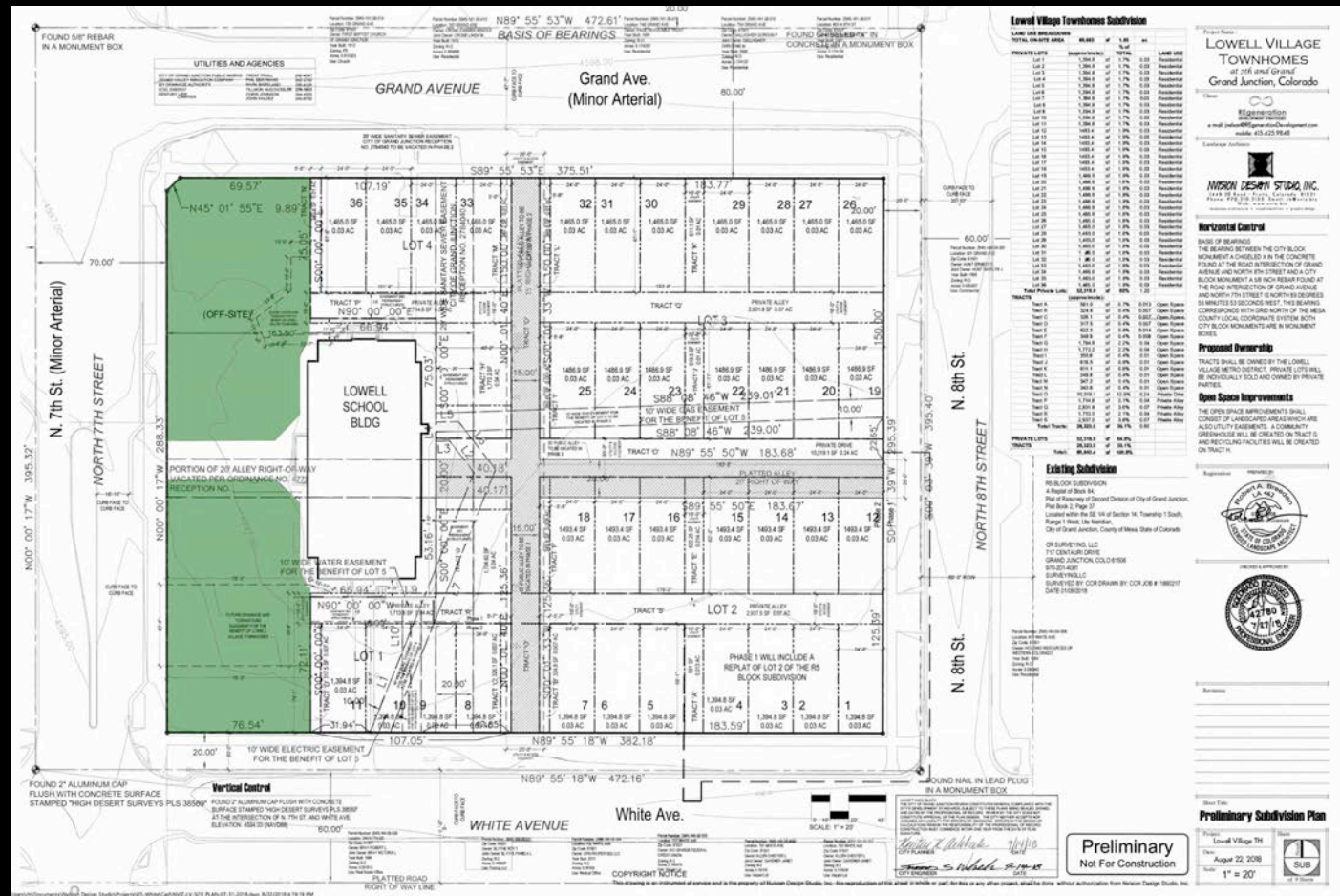


Public open space:
immediately adjacent
to Phase 2 project site

Will be dedicated to
and maintained by the
Metro District

29.5% of Phase 2 site
area

Exceeds 10% open
space dedication
standard



Not counted towards
open space calcs, but
clearly provides public
benefit





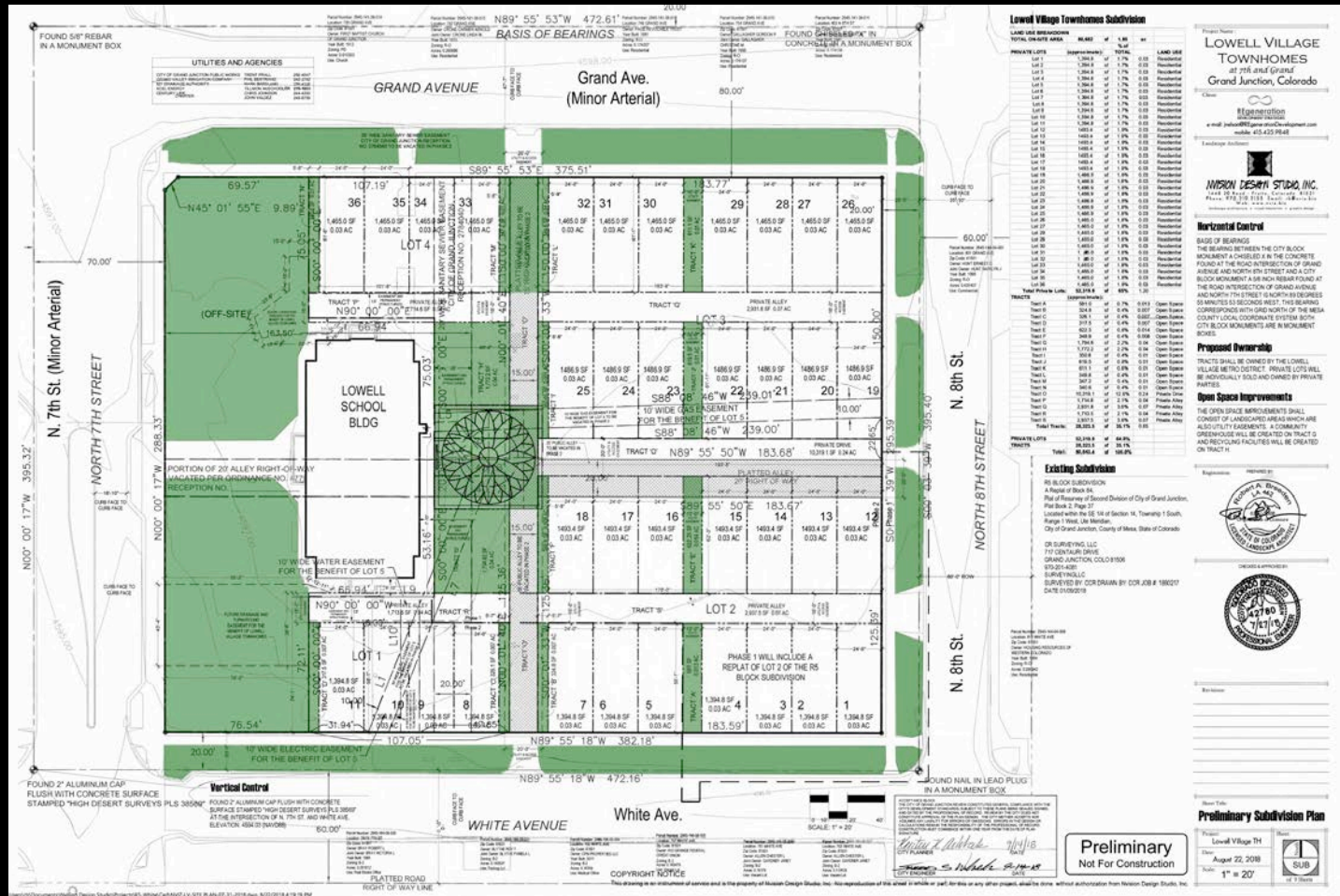
Total public open space / landscaping enhancements

Within Phase 2 project site boundaries or immediately adjacent to Phase 2 project site

Currently or will be dedicated to and/or maintained by Metro District

43.2% of Phase 2 site area (excludes landscaping enhancements in public ROW)

Exceeds 10% open space dedication standard (by 4x)





Total Phase 2 Site Area	72,502 sf	100.0%
Total Phase 2 Public Open Space	31,299 sf	43.2%
On-Site Public Open Space Area	9,911 sf	13.7%
Adjacent Public Open Space Area	21,388 sf	29.5%











“The quality of a public space is more important than its size.”

Source: Nine Elements of Successful Small Parks and Plazas. MRSC Local Government Success. Available at: <http://mrsc.org/Home/Stay-Informed/MRSC-Insight/October/9-Elements-of-Successful-Small-Parks-and-Plazas.aspx>

“But when it comes to parks, quality is way more important than size.”

Source: Ten Small Parks that Prove Tiny is Terrific. Greater Greater Washington Available at: <https://ggwash.org/view/41344/ten-small-parks-that-prove-tiny-is-terrific>

“What attracts people most, it would appear, is other people. It is difficult to design a space that will not attract people. What is remarkable is how often this has been accomplished.”

Source: *The Social Life of Small Urban Spaces* Available at: <https://www.pps.org/product/the-social-life-of-small-urban-spaces>











2019 PREVIEW

MAIN Street

MARKET:
[photo op/sm]
Booth
(Reese Group)

ON-SITE
Demos-A
• Bees?
• SHEARING

"BACK TO
SCHOOL"
CLASSES
• Pickling
• Herbs

CIRCLE
FUND
Reception #1
(Reese)

HOLIDAYS/
HARVEST
FAIR
MET
School

2020

FRUIT TREE
PLANTING
PARTY
[photo op/sm]

CIRCLE
FUND
Reception
#2 (Reese)

CHICKEN
TRACTOR/
EGG SALES

ON-SITE
Demos-B
• Bees - Honey Harvest
• SHEARING

~~ORCHARD~~
FALL
FIELD TRIP
ACTIVITIES

ON-SITE
• Harvest FAIR
• DEMOS
• FOOD FOREST
MARKET &
FAIR
School

2021 →

GROW-
hosted
GARDEN
PLOT(S)

GREENHOUSE

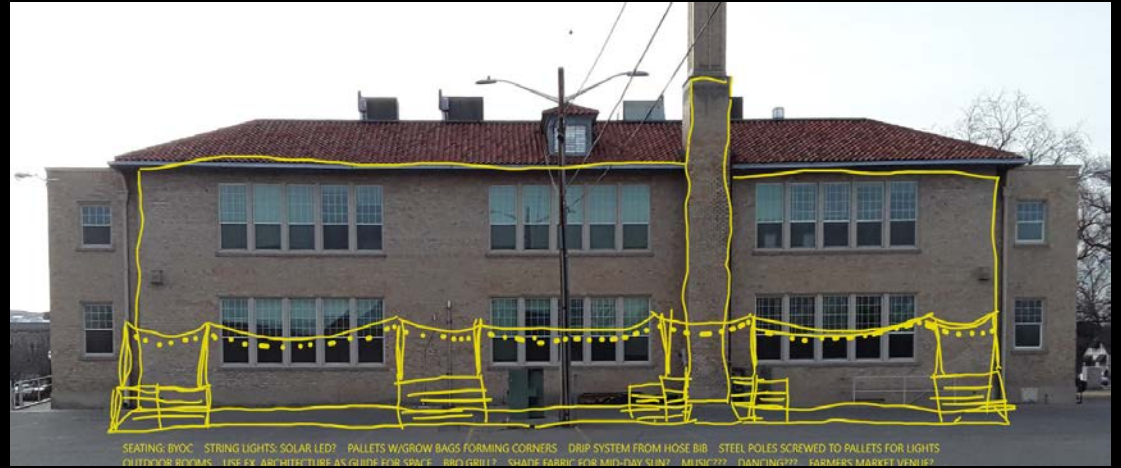
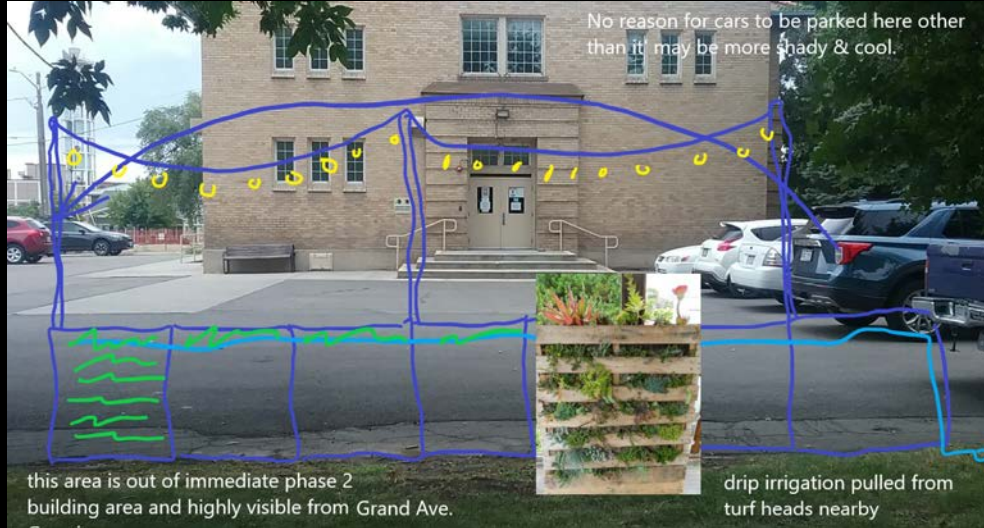
New Sprouts— begin with Phase One occupancy through 2021

- Residential Garden Plots
- Greenhouse
- Fall Field Trip – Old School Style







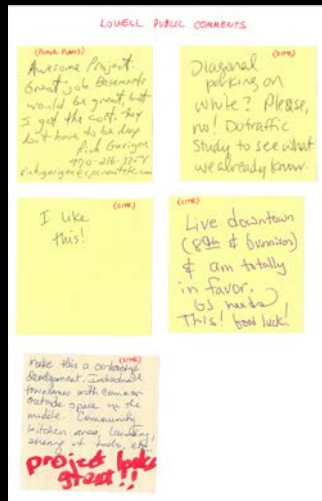


groundworkstudio



Ashlar Historic







Help Plan the Future of Grand Junction's Parks & Recreation!

Welcome to our new online engagement platform for the Grand Junction Parks & Recreation Master Plan! The City of Grand Junction encourages its residents to be involved in all aspects of city government, including this Parks, Recreation, and Open Space (PROS) Master Planning Process. Please check back frequently for the latest in the evolving plan.

New/Additional Outdoor Amenities

The survey probed a long list of facility and program needs. A community center was identified most often, followed by trail connections and expansions for hiking, biking, and walking. River conservation/access/improvements, and natural areas and Open space are also top considerations. In general, the priorities from Invite and Open respondents are similar but not identical..

Q 17: What new/additional parks, trails, open space, recreational facilities, and amenities would you like to see provided? Check your top SIX choices.

Invite vs. Open Link

	Overall	Invite Sample	Open Link
Community center (indoor recreation, community spaces and aquatic facilities)	63%	63%	62%
Trail connections and expansions for hiking, biking, and walking	57%	60%	54%
River conservation, access, and improvements	43%	46%	41%
Indoor warm water leisure pool: lazy river, zero-depth entry	40%	36%	43%
Natural areas and open space land(s) for views and habitat	39%	43%	35%
Traditional parks with shelter, picnic area, playground, and grass	30%	35%	27%
Neighborhood parks in new developments	30%	34%	26%
Splash pads	28%	28%	28%
Matchett Park (outdoor facilities for soccer, lacrosse, football, softball, pickleball, basketball)	27%	24%	30%
Matchett Park (indoor facilities)	26%	22%	29%
Whitewater park	22%	21%	24%
Improving park and street trees: pruning, planting, removal, etc.	18%	23%	15%
Dog park	18%	23%	14%
Indoor ice arena	17%	13%	20%
Pickleball courts	12%	8%	15%
Field house (indoor turf field/s)	11%	10%	13%
Skate and bike park (can be used for biking, skateboarding)	11%	9%	12%
Disc golf	10%	10%	10%
Tennis courts	6%	6%	7%
Other	7%	8%	6%
n=	2,138	933	1,205

Source: RRC Associates and GreenPlay

New/Expanded Parks & Recreation Offerings

By a significant margin, community gatherings was identified most often as the program or activity the respondents would like to see the Parks and Recreation Department add or expand. Behind community gatherings, there are a variety of desired programs and activities. Again, Invite and Open responses are generally similar.

Q 19: What recreational programs or activities would you like to see the Parks and Recreation Department add or expand? Check your top FOUR choices.

Invite vs. Open Link

	Overall	Invite Sample	Open Link
Community gatherings (i.e., festivals, special events)	51%	56%	48%
Recreation level sports for adults	37%	34%	40%
After-school youth programming	37%	37%	37%
Recreation level sports for youth	37%	33%	39%
Summer camps for youth	34%	34%	35%
Programs held after 5 PM	30%	27%	32%
Public ice skating	30%	29%	30%
Therapy pool and/or physical therapy	28%	31%	27%
Environmental education classes	27%	29%	26%
Other	6%	4%	8%
n=	1,988	843	1,145

Source: RRC Associates and GreenPlay

Funding Mechanisms

The funding mechanisms likely to garner the most support are revenue from medical and recreational marijuana, grants and fundraising, and a tax on tobacco and vaping. A sales tax increase, property tax increase, or sales tax on some grocery items are relatively less popular funding mechanisms. Just 6% of the Invite sample and 2% of the Open link sample would not support any additional resources to maintain and improve the Parks and Rec system.

Q 23: In concept, what funding mechanisms would you support to fund the priorities identified in the PROS Master Plan? Keep in mind, this is a plan that will cover the next 5 to 8 years (Check all that apply)

Invite vs. Open Link

	Overall	Invite Sample	Open Link
Revenue from medical and recreational marijuana	80%	77%	82%
Grants and fundraising	79%	75%	82%
Tax on tobacco and vaping	71%	71%	70%
Tax on sugary beverages	45%	42%	48%
Sales tax increase	18%	14%	20%
Property tax increase	15%	13%	17%
Sales tax on some grocery items	14%	12%	16%
I do not support any additional resources to maintain and improve the Parks and Recreation system	4%	6%	2%
n=	2,101	929	1,172

Source: RRC Associates and GreenPlay
34

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND THE
LOWELL VILLAGE METROPOLITAN DISTRICT

10. Landscaping, Community Gardens and Public Open Space. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, procure, contract for, operate and maintain landscaping, community gardens, and public open space within the District boundaries and at other locations outside District boundaries, together with all necessary, incidental and appurtenant facilities (specifically including irrigation facilities), land and easements, and all extensions of and improvements to such facilities subject to a Revocable Permit to be approved by the City. Certain landscaping areas adjacent to and within public rights-of-way for City streets include bio-swale stormwater detention areas which shall be maintained by the District.

- [REDACTED]
12. Community Event Space. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain a community event space within the District boundaries, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facility.
- [REDACTED]

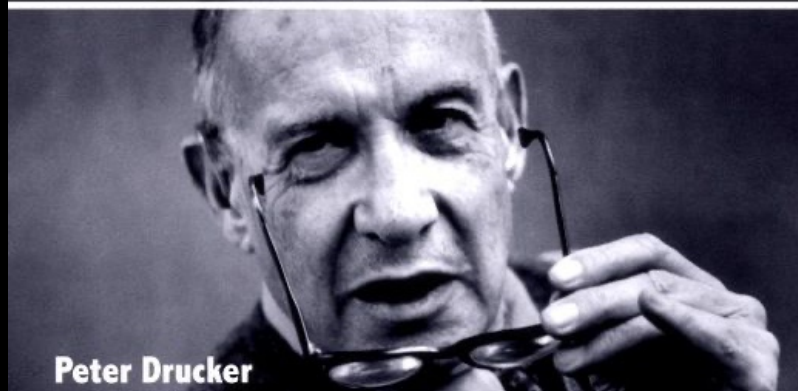
5. District Failure to Serve. In the event that the District fails to adequately perform its obligations under this IGA, the City may perform maintenance and take any other actions the City deems appropriate to protect the health, safety and welfare of the public if the District has failed to rectify its obligation within fourteen (14) days after written notice from the City, or has failed to commence actions to rectify its obligation if, by its nature, the obligation requires more than fourteen (14) days to rectify.
- [REDACTED]

20. Breach. In the event of a breach or default under this IGA by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.
- [REDACTED]

Allows for innovation without creating a new precedent



**“The most effective way to
manage change is to create it.”**



Peter Drucker

Parks and Recreation Advisory Board Minutes

Regular Meeting – May 6, 2021

Meeting Location: Lincoln Park Hospitality Suite and Via Go To Meeting

Roll Call

Board Members Present: William Findlay
Marc Litzen
Phil Pe'a
Gary Schroen
Austin Solko
Nancy Strippel
Lisa Whalen
Byron Wiehe

Board Members Absent: Beau Flores

City Staff Present: Ken Sherbenou, Director of Parks and Recreation
Tamra Allen, Director of Community Development
Kristen Ashbeck, Principal Planner
Jace Hochwalt, Senior Planner
Allison Little, Administrative Specialist

Guests Present: Steve Swindell, Vortex Engineering
Jeremy Nelson, REGeneration LLC

Meeting called to order by William Findlay at 12:01 p.m.

Approve Minutes from the April 1, 2021 Parks and Recreation Advisory Board Meeting

Gary Schroen made a motion to approve the minutes from the April 1 meeting. The motion was seconded by Marc Litzen and carried unanimously.

Motion by the Parks and Recreation Advisory Board: Yes 7 No 0

Burkey Park

Ken Sherbenou advised the board that the land previously known as Burkey Park North has been purchased. Jace Hochwalt, Senior Planner, advised the Board that the proposed dedication of land meets the requirements in the City Code. Steve Swindell from Vortex Engineering, Inc. advised the board that they purchased 18.4 acres, and are dedicating 1.83 acres as a neighborhood park with an additional 1.1 acres that will have easements on them. The park will be situated in the northwest corner of the development with 3.93 acres at the southern end of the development, adjacent to Patterson Avenue being left for commercial development. Currently there are no amenities, or parking planned to be built out, but the development is in early stages of engineering and design. Marc Litzen made a motion to recommend acceptance of the dedication amount and location for a future neighborhood park. The motion was seconded by Gary Schroen and carried unanimously.

Motion by the Parks and Recreation Advisory Board: Yes 7 No 0

Lowell Village

Kristen Ashbeck reminded the Board about the Lowell Village proposal which first came before the Board in November of 2020. Phase one consisted of four units which have been built. Phase two will include an additional 32 residential units. Per City Zoning and Development Code the developer is required to dedicate 10% of the gross acreage of the property or pay an equivalent of 10% of the value of the property. Community Development staff have declined to accept a proposal by the developer to accept land areas within the development in lieu of payment of the Open Space Fee. The Developer is appealing this decision and has requested the Parks and Recreation Advisory Board make a recommendation on the matter. Jeremy Nelson with REGeneration LLC, talked with the board about the Lowell Village project. The Developer maintains this is a unique development project and that urban open space should be considered differently than other open space dedications. There is an open plaza area behind the existing school that should be counted towards the land dedication. Though it will serve as a required fire truck turn around that should not prevent it from being considered open space. Mr. Nelson reminded the board that because a metro district is being created there will be no cost to the taxpayer for these open spaces. Board members requested Director Sherbenou share his perspective. Mr. Sherbenou advised the Board that this appears to be a question of whether, per Development Code, the dedication meets the 10% requirement. He shares Director Allen's perspective that the dedication proposed by REGeneration LLC does not meet the requirement. Marc Litzen made a motion that the Parks and Recreation Advisory Board recommend that the land dedication in lieu of fee proposal by REGeneration LLC not be accepted. The motion was seconded by Lisa Whalen and carried unanimously.

Motion by the Parks and Recreation Advisory Board: Yes 7 No 0

2A/2B Debrief

Ken Sherbenou talked with the board about the April ballot measures. Measure 2A which designated additional funding (the first \$100,000) to enforcement and (the remaining) to execution of the Parks, Recreation, and Open Space Master plan passed with 55% of the vote. Measure 2B which lifted the moratorium on marijuana businesses passed with 58% of the vote. Community Development has been working on preparing an ordinance proposal that City Council can adopt, specific to the regulation of these businesses. Councilor Pe'a updated the Board on the most recent Council workshop where this topic was addressed. Council prefers to gather more input from the community so no ordinance has been officially presented or adopted yet.

Ribbon Cuttings

Ken Sherbenou informed the Board that since Covid restrictions are lifting and the community is able to begin gathering together Parks and Recreation is planning some ribbon cuttings to celebrate projects that were completed during the last year. The completion of the River Park at Las Colonias will be celebrated on May 27 at 4:00pm. Invitations should go out early next week. On June 3 (also at 4:00pm) there will be a ribbon cutting to celebrate the destination playground installed at Sherwood Park as well as the outdoor fitness equipment stations that were installed around the perimeter.

Orchard Mesa Pool

Ken Sherbenou advised the board that the City is working with the partners who help fund the Orchard Mesa Pool and he is hopeful that the entities are nearing an agreement to fund the operation of the pool through 2022.

For the Good of the Community

Board members asked for an update on Westlake Park. Ken Sherbenou shared with the board that the Department had received a CDBG grant of \$25,000 to refurbish this park. Areas of turf are being re-seeded, 20 new trees have been planted, some of the landscape in less utilized areas is being redesigned to be more water wise, and staff is working to address the art and graffiti in and around the skate park. The park will still include a disc golf course, though it is being converted to a putting course to keep discs within the confines of the park and hopefully reduce damage that is being done to some of the trees by the discs.

Councilor Pe'a shared with the board that eight people including Gary Schroen interviewed for the three spaces available on the board. Gary has been reappointed to another three year term, Michelle Vion has been appointed to a three year term, and Cindy Enos-Martinez has been appointed to fill Nick Allen's vacated term which ends in June of 2022.

Marc Litzen shared with the Board that he hosted a softball tournament at Canyon View Park in conjunction with the Greater Grand Junction Sports Commission (GGJSC) and it was a big success. He complimented the park staff on how the fields were prepared, and how helpful staff were throughout the whole event. Marc highly recommends utilizing the GGJSC as an excellent resource for executing sporting events in the valley.

Future Agenda Topics

Jen Taylor/Dos Rios in June meeting outside at Riverside Park
Future meeting at Westlake to see the changes and updates

Item 7: Adjourn

The meeting adjourned by acclamation at 1:02 p.m.

The next regularly scheduled meeting will be June 3, 2021.

Respectfully Submitted,

Allison Little
Administrative Specialist



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: June 2, 2021

Presented By: Jodi Welch, Finance Director

Department: Finance

Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

An Ordinance for Supplemental Appropriations Amending the 2020 Budget

RECOMMENDATION:

Staff recommends approval of the ordinance making supplemental appropriations amending the City of Grand Junction's 2020 Budget.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. The original budget and appropriation are amended by a supplemental appropriation. This supplemental appropriation is for 2020 and is for the City Council authorized refunding of the 2012 Riverside Parkway Bonds that occurred in 2020.

While the 2020 fiscal year is completed, this supplemental appropriation ordinance is presented to remain fully transparent and in compliance with State law.

BACKGROUND OR DETAILED INFORMATION:

In 2019 the voters authorized the issuance of \$70 million in debt in order to fund expansion improvements to the City's transportation network. At the City Council work session on January 13, 2020 City Council discussed the proposed debt financing structure which included refunding the Riverside Parkway 2012 Bonds as well as phase one of new debt issuance in the amount of \$50 million. The refunding of the 2012 Parkway bonds was proposed to take advantage of historically low interest rates and create debt capacity to service the new debt. Ordinance No. 4902 was passed by

City Council on February 5, 2020. Ordinance No. 4902 authorized the issuance of debt for the expansion projects and the refunding (refinancing) of the 2012 Parkway bonds. The Ordinance and question, which was approved by voters, authorized expenditures and obligations for specific purposes; however, the debt issuance for refunding the 2012 Parkway bonds and the new funding was budgeted on a net basis rather than a gross basis. The net basis means only the debt service payments and issuance costs were budgeted in 2020 and in order to budget for the proceeds distributed to the trustee for debt service of the old debt, a supplemental appropriation for 2020 is needed.

City Council authorizes spending at a fund level with its appropriation ordinance, and from time to time the original budget and appropriation are amended by a supplemental appropriation ordinance(s) for any spending authority needed after the budget is adopted. For purposes of the Parkway refunding a supplemental appropriation is needed and if not approved a note will be added to the December 31, 2020 Financial Statements indicating that spending authority has been exceeded. The Local Government Budget Law of Colorado (C.R.S. 29-2-101 et. seq.) requires appropriations be clearly made in support of budgeted obligations. While the ballot question and subsequent Council authorization was clear and created apparent authority the supplemental appropriation confers actual authority and in order to remain fully transparent and in compliance with State law, staff is recommending a supplemental appropriation ordinance for 2020.

FISCAL IMPACT:

The Local Government Budget Law of Colorado (C.R.S. 29-2-101 et. seq.) requires appropriations be clearly made in support of budgeted obligations. While the 2020 fiscal year has been completed, this supplemental appropriation ordinance is presented to remain fully transparent and in compliance with State law. If not approved a note will be added to the December 31, 2020 Financial Statements indicating that spending authority has been exceeded.

When the 2020 debt was issued for the refunding of the 2012 Parkway Bonds concurrent with the issuance of new debt for transportation expansion projects, the proceeds to refund the 2012 Parkway Bonds were distributed to the Trustee to continue to pay the bonds according to the original issuance terms.

Because the amount of the supplemental appropriation was received in proceeds from the debt issuance, this action does not have a direct fiscal impact, increase net actual spending, or change projected fund balances of the City.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5001, an ordinance making Supplemental

Appropriations to the 2020 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2020 and ending December 31, 2020 on final passage and order final publication in pamphlet form.

Attachments

1. Supplemental Appropriations050721
2. ORD-Supplemental Appropriation 2020 051121

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Jodi Welch, Finance Director
CC: John Shaver, City Attorney
DATE: May 7, 2021
SUBJECT: 2020 Supplemental Appropriations Regarding 2012 Parkway Bond Refunding.

Voters authorized the issuance of \$70 million in debt in order to fund expansion improvements to the City's transportation network in 2019. City Council then discussed the proposed debt financing structure during the City Council work session on January 13, 2020. This discussion included refunding the Riverside Parkway 2012 Bonds as well as phase one of new debt issuance in the amount of \$50 million.

The refunding of the 2012 Parkway bonds was proposed to take advantage of historically low interest rates and create debt capacity to service the new debt. Ordinance No. 4902 was passed by City Council on February 5, 2020. Ordinance 4902 authorized the issuance of debt for the expansion projects and the refunding (refinancing) of the 2012 Parkway bonds. The Ordinance and question, which was approved by voters, authorized expenditures and obligations for specific purposes; however, the debt issuance for refunding the 2012 Parkway bonds and the new funding was budgeted on a net basis rather than a gross basis. The net basis means only the debt service payments and issuance costs were budgeted in 2020 and in order to budget for the proceeds distributed to the trustee for debt service of the old debt, a supplemental appropriation for 2020 is needed.

City Council authorizes spending at a fund level with its appropriation ordinance, and from time to time the original budget and appropriation are amended by a supplemental appropriation ordinance(s) for any spending authority needed after the budget is adopted. For purposes of the Parkway refunding a supplemental appropriation is needed and if not approved, a note will be added to the December 31, 2020 Financial Statements indicating that spending authority has been exceeded. The Local Government Budget Law of Colorado (C.R.S. 29-2-101 et. seq.) requires appropriations be clearly made in support of budgeted obligations. While the ballot question was clear and created apparent authority, the supplemental appropriation confers actual authority and in order to remain fully transparent and in compliance with State law, staff is recommending a supplemental appropriation ordinance for 2020.

Staff will place a supplemental appropriation ordinance in the amount of \$14,834,000 on the City Council agenda for first reading on May 19, 2021 setting a public hearing for June 2, 2021.

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2020 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020.

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

That the following sums of money be appropriated, as authorized by the passage of the November 5, 2019 ballot measure and Ordinance No. 4902, from revenues to the fund indicated for the object and purposes provided therein for the year ending December 31, 2020 to be expended from such fund all as follows:

Fund Name	Fund #	Appropriation
General Debt Service Fund	610	\$ 14,834,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 19th day of May 2021.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this 2nd day of June 2021.

C.B. McDaniel
President of the Council

Attest:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #5.b.ii.

Meeting Date: June 2, 2021

Presented By: John Shaver, City Attorney, Tamra Allen, Community Development Director

Department: City Attorney

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance to Amend the Grand Junction Municipal Code (Title 21.02.080) Regarding Neighborhood Meetings and to Allow for Alternative Hearing Procedures for Land Use Applications in the City of Grand Junctions - **CONTINUED FROM MAY 19, 2021**

RECOMMENDATION:

Staff recommends approval of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to amend Title 21.02.080 of the Grand Junction Municipal Code Regarding Neighborhood Meetings and to Allow for Alternative Hearing Procedures for Land Use Applications. This amendment allows for neighborhood meetings to be conducted virtually and to allow for alternative hearing procedures for land use applications.

BACKGROUND OR DETAILED INFORMATION:

On June 5, 2020 the Grand Junction City Council adopted Ordinance 4923 finding the existence of a special emergency and that as an emergency matter the Ordinance was necessary to ensure the preservation of the peace, public health, safety and general welfare by effectuating the Council's public purposes and policies, which are consistent with and supportive of those of the City and State regarding COVID-19.

On December 2, 2020 the City Council adopted Ordinance 4967, which extended

Ordinance 4923. Ordinance 4967 includes a 180-day sunset provision, which provides in relevant part that without further action by the City Council, the Ordinance will expire.

In response to COVID in general, and specifically as provided in Ordinance 4967, certain City regulations have been implemented, amended and adjusted in order to respond to the pandemic. Those regulations include but are not limited to prescribing procedures for the conduct of City business via virtual platforms while providing important opportunities for citizen engagement, dissemination of information, public participation and transparency. The City successfully modified its Code and implemented the necessary processes and procedures to conduct City business remotely, and developed and put into practice techniques for citizens to view meetings and otherwise comment on agenda topics and for alternative public participation processes and hearing procedures. Both applicants and interested parties have found the processes to be convenient and have expressed support for continued use. Because the processes and procedures have worked well, the City staff recommends that the City Council approve the processes and procedures as the City's standard practice.

FISCAL IMPACT:

There is no direct fiscal impact from this action.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5002, an ordinance to amend the Grand Junction Municipal Code (Title 21.02.080) regarding Neighborhood Meetings and to allow for Alternative Hearing Procedures for Land Use applications in the City of Grand Junction, Colorado on final passage and order final publication in pamphlet form.

Attachments

1. Alternative Hearing Procedures vFinal
2. Ordinance No. 4923 - 2020
3. Ordinance No. 4967 - 2020
4. ORD-Alt. Landuse Procedures 05.25.21

ALTERNATIVE HEARING PROCEDURES

The Grand Junction Municipal Code ("GJMC") provides certain processes and procedures for consideration of and/or approval of the Application; however, due to the COVID-19 pandemic the City Council declared an emergency and with that some City processes and/or procedures have been suspended or modified, including the Planning Commission and/or the City Council hearing procedures. As a result of those changes, Alternative Hearing Procedures ("Procedures") are being offered to provide for the conducting of public hearings during the pandemic by providing for decision-makers, applicants and public the ability to meaningfully participate in public hearing without exposing those persons or others to risks of contagion.

Both the Colorado Constitution and the Fourteenth Amendment to the United States Constitution prohibit the government from depriving any person of life, liberty, or property without due process of law. In *Sundance Hills Homeowners Association v Board of County Commissioners*, 188 Colo. 321, 534 P.2d 1212 (1975), the Colorado Supreme Court held that for a land use hearing the governing body must provide notice that minimally specifies the time, place, and subject matter of the public hearing, as well as the nature of the proposal being considered. In addition, the hearing must afford affected parties the opportunity to appear before the decision-making body and be heard.

The City's Procedures are drafted, enacted and will be applied in a manner that the City reasonably considers to comport with principles of Due Process and fundamental fairness; however, the City does not assure the Applicant that the Procedures and any decision made under these Procedures, may not be challenged and/or be found to violate Due Process/Constitutional rights.

The Planning Commission and City Council have also approved emergency policies to allow for members to participate and vote by telephone or electronic means by City Council Resolution 14-20 and Planning Commission Resolution 20-01 and at a meeting if the member is unable to physically attend the meeting(s) due to quarantine, illness or has concern of risk of exposure to the COVID-19.

The Alternative Hearing Procedures are set forth, as follows:

Planning Commission Procedures

- 1) Members of the public are provided a means by which view the meetings conducted pursuant to this Procedure through broadcast on channel 191, streaming on gjcity.org, or streaming on gjspeaks.org unless technical difficulties prohibit broadcasting and/or streaming.
- 2) Member of the public may offer comment on public hearing items in the following ways:
 - a) submit written comment in advance of the hearing to either staff or through gjspeaks.org
 - b) submit written comment during the hearing but prior to the closure of the public comment portion of each hearing item through gjspeaks.org

c) leave a voicemail on a dedicated City phone number providing testimony on a specific agenda item prior to 4 p.m. on the day of the hearing.

3) Members of the public may view all project documents at gjciry.org or gjspeaks.org and view pre-recorded presentation(s) through gjspeaks.org

4) Members of the public can also participate and/or view the meeting through a computer, device or a phone through the available online platform such as GoToMeeting, Zoom or similar.

5) Members of the public may prior to scheduled hearings view all project documents at gjciry.org or gjspeaks.org and view pre-recorded presentation(s) through gjspeaks.org. Although instituted during and in response to COVID-19, the staff intends to evaluate and is expected to recommend the continued use of GJSpeaks.org following the conclusion of the pandemic.

City Council Procedures

1) Members of the public are provided a means by which view the meetings conducted pursuant to this Procedure through broadcast on channel 191 and streaming on gjciry.org, unless technical difficulties prohibit broadcasting and/or streaming.

2) Members of the public may offer comment on public hearing items in the following ways:

a) submit written comment in advance of the hearing to staff or City Council.

b) attend the public hearing in person and provide verbal comments.

3) Members of the public may, prior to scheduled hearings, view all project documents and view pre-recorded presentations at gjciry.org.

ORDINANCE NO. 4923

AN EMERGENCY ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE REGARDING NEIGHBORHOOD MEETINGS AND TO ALLOW FOR ALTERNATIVE HEARING PROCEDURES FOR LAND USE APPLICATIONS IN THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

Due to the incidence of COVID-19 in the general public, the designation of pandemic by the World Health Organization, the Declaration of a Disaster Emergency by Governor Polis on March 10, 2020, and a National Emergency by President Trump on March 13, 2020, together with the Public Health Orders (PHO's) issued by the Colorado Department of Public Health and Environment and Executive Orders (EO's) issued by Governor Polis, all of which established guidelines, policies and restrictions necessary for the health and safety of the residents of Colorado, the City declared a Local Emergency (Declaration.) With that Declaration, certain City regulations have been temporarily implemented, amended and adjusted in order to respond to the emergency. Those temporary regulations included but were not limited to prescribing procedures for the conduct of City business and controlling the occupancy of certain premises. The City's Declaration expired May 6, 2020.

On April 26, 2020 Governor Polis issued Executive Order 2020-044 and the Colorado Department of Public Health and Environment issued Public Health Order 20-28 also known as the "Safer at Home Order" which among other things continues to limit social interactions (except as required to conduct *Necessary Activities*) and travel (except that deemed to be *Essential Travel*) all as defined by the EO's and PHO's. In addition, Executive Order 2020-44 prohibits public gatherings in both public spaces and private venues of ten (10) persons or more. Executive Order 2020-044 is effective to and through May 26, 2020.

The virus, and the various PHO's, EO's and other directives and recommendations issued in response to the virus have resulted in the need for the Declaration and attendant modification of City business processes and procedures, including the City Council and the Planning Commission adopting electronic participation policies that allow the City to conduct City business remotely, and the development and implementation of techniques for citizens to view meetings and otherwise comment on agenda topics; however, Council and Commission meetings are not the exclusive means of public participation in City processes. For purposes of land use applications, Neighborhood Meeting and public hearings provide important opportunities for citizen engagement, dissemination of information, public participation and transparency.

By and with this Emergency Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to provide that Neighborhood Meetings may temporarily be conducted virtually.

Furthermore, the GJMC is amended to allow and provide that quasi-judicial hearings before the Planning Commission and City Council may be heard and decided in accordance with the *Alternative Hearing Procedure* adopted with this Ordinance. The *Alternative Procedure* provides a means for conducting electronic dissemination of information and for alternative means of participation in public meetings. The *Alternative Hearing Procedure* is attached and incorporated by this reference as if fully set forth.

Both the Colorado Constitution and the Fourteenth Amendment to the United States Constitution prohibit the government from depriving any person of life, liberty, or property without due process of law. In *Sundance Hills Homeowners Association v Board of County Commissioners*, the Colorado Supreme Court held that for a land use hearing the governing body must provide notice that minimally specifies the time, place, and subject matter of the public hearing, as well as the nature of the proposal being considered. In addition, the Court held that the hearing must afford affected parties the opportunity to appear before the decision-making body and be heard. The City's *Alternative Hearing Procedure* is enacted and will be applied in a manner that the City reasonably considers to comport with principles of Due Process and fundamental fairness; however, the City cannot not assure an applicant that the Alternative Procedure and any decision made under the Alternative Procedure, may not be challenged and/or be found to violate Due Process/Constitutional rights.

At the May 20, 2020 meeting the City Council considered this Ordinance and determined that amendment of the Code is necessary given the current emergency and the City Council deems it necessary to immediately modify the Code as follows.

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

Titles 21.02.080(e) and (j) (in relevant part) of the Grand Junction Municipal Code are amended as follows (deletions ~~struck through~~; additions underlined):

21.02.080(e)(2) Meeting Time and Procedure Location. The applicant must provide for a physical or virtual meeting room and must conduct the meeting. Meetings must be held on a weekday evening that is not a holiday beginning between 5:30 p.m. and 8:00 p.m. ~~in a location that is and be accessible to the affected neighborhood. The Director may approve other times and locations.~~ The meeting date, time and format location must be approved by the Director no less than 14 days in advance of the meeting date. To qualify, A required Neighborhood Meeting must be held not more than 180 days before the application is submitted.

(3) Meeting Content and Conduct. At the meeting The applicant shall present a concept plan, describe project impacts, describe ways to mitigate impacts, and facilitate a discussion and answer questions during the meeting. The concept plan shall, at a minimum, delineate access to the site; internal circulation, the range of density of the entire property or the maximum intensity (square footage and stories for all buildings). The meeting shall be conducted so that participants attendees have an opportunity to ask questions and provide comments. City staff should gather information and explain the rules and requirements. City staff shall provide information regarding the project's compliance with the Comprehensive Plan and any applicable adopted plan or ordinance. Included with the application submittal, the applicant must give the Director a written list of names and addresses of those given notice, how notice was provided, and those participating in the meeting attending, along with a written summary of the meeting including any public comment received.

(4) Notice. The applicant shall provide written notice of the date, time, place if an in person meeting is conducted or the web location/host, together with any and all information required to access the meeting if conducted virtually and subject of the meeting to every owner and group in the neighborhood, as well as the City Public Works and Community Development Department. The notice must be approved by the Director no less than 14 days in advance of the meeting date and

shall be, at a minimum delivered by U.S. mail. The notice must be made ~~hand-delivered or postmarked~~ no later than 10 calendar days prior to the meeting date.

(j)(5) Additional Rules. The body conducting the hearing may adopt its rules of procedure to limit the number of applications, ~~for development approval to be considered per meeting, and to limit the time for each presentation or speaker~~ or as provided by this ordinance temporarily hear and decide quasi-judicial hearings in accordance with the Alternative Hearing Procedure, which are adopted by this reference and incorporated as if fully set forth.

City Council hereby declares that a special emergency exists and that this ordinance is necessary to ensure the preservation of the peace and the public health, safety and welfare by effectuating the Council's publicly purposes and policies, which are consistent with and supportive of those of the State of Colorado.

This Ordinance, immediately on its final passage, shall be recorded in the City book of ordinances kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk. The full text of the amending ordinance, in accordance with the Charter of the City of Grand Junction, is to be published in full within three days.

This Ordinance shall apply to the City of Grand Junction. This Ordinance shall take effect immediately upon passage and with the unanimous approval of City Council.

Severability.

This Ordinance is necessary to protect the public health, safety and welfare of the residents of the City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

All other provisions of Title 3 of the Grand Junction Municipal Code shall remain in full force and effect.

Sunset.

Without further action by the City Council, the terms and provisions of this ordinance shall expire 180 days after the effective date hereof without subsequent action by the City Council.


C.E. Duke Wortmann
President of the Council

ATTEST:


Wanda Winkelmann
City Clerk



I HEREBY CERTIFY THAT the foregoing Emergency Ordinance, being Ordinance No. 4923 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 3rd day of June 2020.

I FURTHER CERTIFY THAT Ordinance No. 4923 was read, considered, adopted and ordered published in the Daily Sentinel by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 5th day of June 2020.


Deputy City Clerk



Published: June 5, 2020 (full ordinance)
Effective: June 3, 2020 (date of adoption)

ORDINANCE NO. 4967

AN ORDINANCE TO AMEND AND EXTEND ORDINANCE 4923 AMENDING THE GRAND JUNCTION MUNICIPAL CODE REGARDING NEIGHBORHOOD MEETINGS AND TO ALLOW FOR ALTERNATIVE HEARING PROCEDURE FOR LAND USE APPLICATIONS IN THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

On June 5, 2020 the Grand Junction City Council adopted Ordinance 4923 finding the existence of a special emergency and that as an emergency matter the Ordinance was necessary to ensure the preservation of the peace, public health, safety and general welfare by effectuating the Council's public purposes and policies, which are consistent with and supportive of those of the State of Colorado.

When Ordinance 4923 was adopted it was in response and due to the incidence of COVID-19 in the general public. Ordinance 4923 followed a declaration of a Local Emergency, the designation of pandemic by the World Health Organization, Emergency Declarations by Governor Polis and President Trump, together with the various Public Health Orders (PHO's) issued by the Colorado Department of Public Health and Environment and Executive Orders (EO's) issued by Governor Polis, all of which established guidelines, policies and restrictions necessary for the health and safety of the residents of Colorado. Because of COVID-19 and the fact that the virus continues to spread, those actions, together with others, continue to be relevant and necessary actions must be taken to continue to attempt to limit the transmission of the virus.

In response to COVID in general, and specifically as provided in Ordinance 4923, certain City regulations have been temporarily implemented, amended and adjusted in order to respond to the emergency. Those temporary regulations included but were not limited to prescribing procedures for the conduct of City business and controlling the occupancy of certain premises while providing important opportunities for citizen engagement, dissemination of information, public participation and transparency. Related modifications of City business processes and procedures, included the amendment of the City Code to conduct City business remotely, and the development and implementation of techniques for citizens to view meetings and otherwise comment on agenda topics and for alternative public participation processes.

Ordinance 4923, which created many of those procedures, includes a sunset provision, which provides in relevant part that without further action by the City Council, the Ordinance will expire 180 days after the effective date thereof.

In order to continue to respond to the challenges presented by COVID, the City Council, by and with this ordinance extends Ordinance 4923, the amendments made to the Code and the City's *Alternative Hearing Procedure* enacted therewith, for an additional 180 days.

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

The City Council having duly considered this Ordinance does find and determine that an amendment to and extension of the sunset of Ordinance 4923 is necessary given the current urgent situation presented by COVID.

Accordingly, Ordinance 4923, an ordinance amending the Grand Junction Municipal Code regarding neighborhood meetings and to allow for alternative hearing procedure for land use applications in the City of Grand Junction, Colorado shall be amended to provide an extended term of 180 days after the effective date hereof and shall expire, without subsequent action by the City Council, on the date immediately thereafter.

All other provisions of Ordinance 4923, as codified in the Grand Junction Municipal Code, shall remain in full force and effect. The extended term of the Ordinance will be applied in a manner that the City reasonably considers to comport with principles of Due Process and fundamental fairness as found and determined by the City Council with the enactment of Ordinance 4923.



C.E. Wortmann
President of the Council

ATTEST:



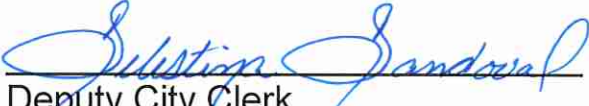
Wanda Winkelmann
City Clerk



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4967 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 18th day of November 2020 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 2nd day of December 2020, at which Ordinance No. 4967 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 4th day of December 2020.


Deputy City Clerk

Published: November 20, 2020
Published: December 4, 2020
Effective: January 3, 2021



1 ORDINANCE NO. ____

2 AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE (TITLE 21.02.080)
3 REGARDING NEIGHBORHOOD MEETINGS AND TO ALLOW FOR ALTERNATIVE HEARING
4 PROCEDURES FOR LAND USE APPLICATIONS IN THE CITY OF GRAND JUNCTION,
5 COLORADO

6 RECITALS:

7 On June 5, 2020 the Grand Junction City Council adopted Ordinance 4923 finding the existence of a
8 special emergency and that as an emergency matter the Ordinance was necessary to ensure the
9 preservation of the peace, public health, safety and general welfare by effectuating the Council's public
10 purposes and policies, which are consistent with and supportive of those of the City and State regarding
11 COVID-19.

12 On December 2, 2020 the City Council adopted Ordinance 4967, which extended Ordinance 4923.
13 Ordinance 4967 includes a 180-day sunset provision, which provides in relevant part that without further
14 action by the City Council, the Ordinance will expire.

15 In response to COVID in general, and specifically as provided in Ordinance 4967, certain City regulations
16 have been implemented, amended and adjusted in order to respond to the pandemic. Those regulations
17 include but are not limited to prescribing procedures for the conduct of City business via virtual platforms
18 while providing important opportunities for citizen engagement, dissemination of information, public
19 participation and transparency. The City successfully modified its Code and implemented the necessary
20 processes and procedures to conduct City business remotely, and developed and put into practice
21 techniques for citizens to view meetings and otherwise comment on agenda topics and for alternative
22 public participation processes and hearing procedures. Both applicants and interested parties have found
23 the processes to be convenient and have expressed support for continued use. Because the processes and
24 procedures have worked well, the City staff recommends that the City Council approve the processes and
25 procedures as the City's standard practice.

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

28 The City Council having duly considered this Ordinance does find and determine that an amendment to
29 the Grand Junction Municipal Code regarding neighborhood meetings and allowing for alternative
30 hearing processes and procedures for land use applications in the City of Grand Junction, Colorado is
31 proper and the heretofore temporary measures shall be made permanent unless and until the same are
32 amended or modified by subsequent ordinance.

33 The provisions of Ordinances 4923 and 4967, as codified in the Grand Junction Municipal Code at Title
34 21.02.080, shall remain in full force and effect henceforth and the processes and procedures defined and
35 described therein which are adopted and approved by and with this Ordinance shall be applied in a
36 manner that the City reasonably considers to comport with principles of Due Process and fundamental
37 fairness.

38 _____
39 C.B.McDaniel
40 President of the City Council
41

42

43 ATTEST:

44 _____

45 Wanda Winkelmann

46 City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: June 2, 2021

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution to Defend, Indemnify and Hold Harmless Claudia Hazelhurst, Jodilyn Welch and Greg Caton from Claims Made in Mesa County District Court Case 2021CV30108

RECOMMENDATION:

Adopt Resolution 45-21 authorizing the City to defend, indemnify and hold harmless Claudia Hazelhurst, Jodilyn Welch (fka Romero) and Greg Caton who are named individually in Mesa County District Court action 20210CV30108.

EXECUTIVE SUMMARY:

A Mesa County District Court action has been filed by the Grand Junction Peace Officers' Association aka Grand Junction Police Officer's FOP Lodge 68 alleging that the City and a former and current employees of the City of Grand Junction, Claudia Hazelhurst, Jodilyn Welch and Greg Caton mismanaged an employee health insurance benefit. Hazelhurst, Welch and Caton have been named personally in the lawsuit and with this Resolution the City commits to defend, indemnify and hold Hazelhurst, Welch and Caton harmless.

BACKGROUND OR DETAILED INFORMATION:

The Plaintiff in the lawsuit claims that the City and Hazelhurst, Welch and Caton, who are named in their "individual and official" capacities have breached a contract, committed theft, breached fiduciary duty, made fraudulent misrepresentations, converted property, violated Colorado Wage Act and unjustly enriched the City. The City and the individual defendants deny the claims made against them.

The Colorado Governmental Immunity Act ("Act") 24-10-101 *et. seq.* C.R.S. primarily covers public entities for actions in tort or that could lie in tort and its provisions also extend to public employees; however, for an action that is a contract claim rather than a tort, governmental immunity may not apply. Furthermore, the Act extends to public employees so long as the conduct that is the subject of the lawsuit was (i) within the performance of their duties, (ii) within the scope of their employment and (iii) not done willfully or wantonly.

The Act contains an express exception that sovereign immunity of public employees is waived if the acts or omissions of employees working within the scope of their employment are willful and wanton. Under sections 24-10-110 and 24-10-118 C.R.S. of the Act, the City has certain indemnification responsibilities and it may, if it determines by resolution adopted at an open public meeting that it is in the public interest to do so, defend public employees against punitive damage claims or pay or settle any punitive damage claim against a public employee.

Because Hazelhurst, Welch and Caton are named individually, the City presumes that the Plaintiff is stating punitive damage claims against them and accordingly with this Resolution the City Council acknowledges and provides the defense and indemnification of each person named herein.

Although it is unlikely that punitive damage claims will be sustained against Welch, Caton and former employee Hazelhurst, with the adoption of this resolution the City Council commits to defend them from the personal claims and liability that may arise out or under any claim that is not a tort, is found not to lie in tort or any other claims except any that is found to be willful, wanton or criminal as defined by Colorado law or any violation that was not within each person's scope of employment.

FISCAL IMPACT:

There is no direct fiscal impact to the adoption of the Resolution; however, with the indemnification, hold harmless and defense the City will be obligated for those costs. The City has an initial obligation in accordance with its insurance coverage to pay the first \$150,000. That sum will commence the joint defense of the City and the individually named defendants.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 45-21, a Resolution to Defend, Indemnify and Hold Harmless Claudia Hazelhurst, Jodilyn Welch and Greg Caton from Claims Made in Mesa County District Court Case 2021CV30108.

Attachments

1. Resolution

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. __-21

A RESOLUTION PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF
CLAUDIA HAZELHURST, JODILYN “JODI” WELCH AND GREG CATON IN CIVIL
ACTION NO. 21CV30108 AND APPOINTING A LITIGATION COMMITTEE

RECITALS:

A Mesa County District Court action has been filed by the Grand Junction Peace Officers’ Association aka Grand Junction Police Officer’s FOP Lodge 68 on behalf of its members and on behalf of all others similarly situated alleging that the City and a former and current employees of the City of Grand Junction, Claudia Hazelhurst, Jodilyn Welch and Greg Caton failed in certain duties that Plaintiff alleges they had with an employee health insurance benefit program.

The Plaintiff claims that the City and Hazelhurst, Welch and Caton, who are named in the lawsuit in their “individual and official” capacities have breached a contract, committed theft, breached fiduciary duty, made fraudulent misrepresentations, converted property, violated Colorado Wage Act and unjustly enriched the City.

The Colorado Governmental Immunity Act (“Act”) 24-10-101 *et. seq.* C.R.S. primarily covers public entities for actions in tort or that could lie in tort and its provisions also extend to public employees; however, for an action that is a contract claim rather than a tort or a claim which could be a tort governmental immunity may not apply. Furthermore, the Act extends to public employees so long as the conduct that is the subject of the lawsuit was (i) within the performance of their duties, (ii) within the scope of their employment and (iii) not done willfully or wantonly.

As noted, the Act contains an express exception that sovereign immunity of public employees is waived if the acts or omissions of employees working within the scope of their employment are willful and wanton. Under sections 24-10-110 and 24-10-118 C.R.S. of the Act, the City has certain indemnification responsibilities and it may, if it determines by resolution adopted at an open public meeting that it is in the public interest to do so, defend and indemnify public employees against punitive damage claims or pay or settle any punitive damage claim against a public employee.

Because Hazelhurst, Welch and Caton are named individually, the City presumes that the Plaintiff is intending to state punitive damage claims against them and accordingly with this Resolution the City Council acknowledges and provides the defense and indemnification of each person named herein.

Although it is unlikely that punitive damage claims will be sustained, or even survive a motion, against Welch, Caton and former employee Hazelhurst, it is right and proper to adopt this resolution defending them from the personal claims and liability that may arise out or under any claim that is not a tort, is found not to lie in tort or any other claims except any that is found to be willful, wanton or criminal as defined by Colorado law or any violation that was not within each person’s scope of employment.

With this Resolution the City Council does establish a Special Litigation Committee (SLC) to which the Council does delegate the authority and power to monitor, report and oversee the application of the Resolution and, together with legal counsel, the conduct of the City's defense against the claims against it, Hazelhurst, Welch and Caton.

In support of the adoption of this Resolution the City Council does hereby consider the following information to be relevant, appropriate and determinative.

The Defense of Claudia Hazelhurst

The lawsuit alleges Hazelhurst generally mismanaged the retiree health benefit and specifically that she made misrepresentations. Prior to her retirement she commendably served as the City Human Resources Director and was employed by the City for 44 years. Ms. Hazelhurst was credentialed as a Senior Professional in Human Resources Management and was well versed in employment compensation and benefit matters. The Plaintiff has named her individually in its complaint based on and because of her employment by the City. Without question the claims made against her arose out of and in the scope of her employment. Ms. Hazelhurst denies the allegations made against her and reasonably believes that her conduct was reasonably related to the business or affairs of the City, was reasonable, lawful and in good faith.

The City has no basis to conclude that Ms. Hazelhurst acted willfully and wantonly, even though such claims are easily made even if without merit. She should not have to withstand the claims made against her without protection of the City.

The Defense of Jodi Welch

The lawsuit alleges Welch generally mismanaged the retiree health benefit, made misrepresentations and failed to properly account for the benefit. Welch serves the City as its Finance Director since April of 2007. Ms. Welch is an inactive Certified Public Accountant. She has been employed by the City for 29 years. During her years of service, the Government Finance Officers Association (GFOA) has recognized the City 13 times for exceptional financial reporting, in large measure because of her management of the City Finance Department. The Plaintiff has named her individually in its complaint based on and because of her employment by the City. Without question the claims made against her arise out of and in the scope of her employment. Ms. Welch denies the allegations made against her and reasonably believes that her conduct was reasonably related to the business or affairs of the City, was reasonable, lawful and in good faith.

The City has no basis to conclude that Ms. Welch acted willfully and wantonly, even though such claims are easily made even if without merit. She should not have to withstand the claims made against her without protection of the City.

The Defense of Greg Caton

The lawsuit alleges Caton generally mismanaged the retiree health benefit and made misrepresentations. Mr. Caton serves the City of Grand Junction as its City Manager. Mr. Caton is a credentialed city manager and has been employed by the City since June of 2016.

Mr. Caton has served in municipal management of four municipalities for over 23 years. He serves as on the GFOA budget review committee and is well experienced in financial matters. The Plaintiff has named him individually in its complaint based on and because of his employment by the City. Without question the claims made against him arise out of and in the scope of his employment. Mr. Caton denies the allegations made against him and reasonably believes that his conduct was reasonably related to the business or affairs of the City, was reasonable, lawful and in good faith.

The City has no basis to conclude that Mr. Caton acted willfully and wantonly, even though such claims are easily made even if without merit. He should not have to withstand the claims made against him without protection of the City.

Because the City Council finds that Ms. Hazelhurst, Ms. Welch and Mr. Caton were acting within the scope of their employment and authority and also because to do otherwise would send a wrong message to the employees of the City, that the City may be unwilling to stand behind them when such employees are being sued for the lawful performance of their duties, the City Council adopts this resolution

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

The City Council hereby finds and determines at an open public meeting that based on the Recitals set forth above, which are incorporated by this reference as if fully set forth, it is in the public interest to defend and indemnify Claudia Hazelhurst, Jodilyn (Jodi) Welch fka Jodilyn Romero and Greg Caton (Employees) against claims for damages in accordance with 24-10-110 C.R.S. and/or to pay or to settle any punitive or other damage claims in accordance with 24-10-118 C.R.S. arising out of case 21CV30108.

The City shall pay no judgment or settlement of claim(s) by an Employee(s) where the claim has been compromised or settled without the City's consent.

The City's legal counsel and insurance defense counsel shall serve as counsel to the Employees, unless it credibly determined by such counsel that the interests of the City and the Employee(s) may be adverse. In that event the Employee(s) may select separate counsel to be approved in writing by the City Council. The Employees shall reasonably cooperate with the City in its defense of the claims.

By the adoption of this Resolution the City does not waive any defense of sovereign immunity as to any claim(s) or action(s).

The adoption of this Resolution shall not constitute a waiver by the City of insurance coverage with respect to any claim or liability arising out of or under 2021CV30108 or any matter covered by the Resolution.

The City Council appoints C.B. McDaniel and Rick Taggart as the Special Litigation Committee. The Special Litigation Committee shall serve during the pendency of the lawsuit.

The purpose of this Resolution is to protect the Employees against personal liability for their actions taken on behalf of and in the best interest of the City. The Employees have read and do affirm the foregoing averments. Consequently, it is the intention of the City Council that this Resolution be substantially construed in favor of protection of the Employees together with the responsibility that the Special Litigation Committee monitor, report and oversee the application of the Resolution and, together with legal counsel, the conduct of the City's defense against the claims.

PASSED and ADOPTED this 2nd day of June 2021.

C.B. McDaniel
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk