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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 3, 2022
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING](#) - [LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Citizen Comments

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

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 Wednesday, August 3, 2022 or 4) submitting comments [online](#) until noon on Wednesday, August 3, 2022 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 July 18, 2022 Workshop
- b. Minutes of the July 20, 2022 Regular Meeting

2. Set Public Hearings

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

- a. Legislative
 - i. Introduction of an Ordinance Making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2022 and Ending December 31, 2022 and Setting a Public Hearing for August 17, 2022

3. Procurements

- a. Contract with KLJ Engineering, LLC for Professional Design Engineering Services for Transportation Capacity Improvements
- b. Authorize a Construction Contract for Fiber Optic Cabling Extension for Fire Station 8 (441 31 Road)

4. Resolutions

- a. A Resolution Adopting the Horizon Park Master Plan
- b. A Resolution Issuing a Revocable Permit to Allow an Existing Fence to Remain in the Road Right-of-Way on the West Side of a Property Located at 306 Pine Street Requested by Kent Slawson
- c. A Resolution Authorizing the JAG Grant Application for the Police Department

REGULAR AGENDA

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

5. Public Hearings

- a. Legislative
 - i. An Ordinance Regarding the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC Redevelopment Agreement
- b. Quasi-judicial

- i. An Ordinance Rezoning 4.69 Acres from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac), Located at the Southwest Corner of Unaweeep Avenue and Alta Vista Court
- ii. An Ordinance Rezoning Approximately 17.4 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at the Southern Corner of Horizon Drive and 27 1/2 Road
- iii. An Ordinance Rezoning 8.25 Acres from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac), Located at 3124 D Road

6. Non-Scheduled Citizens & Visitors

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

7. Other Business

8. Adjournment

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY July 18, 2022

Meeting Convened: 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Councilmembers Chuck McDaniel, Phil Pe'a, Randall Reitz, Dennis Simpson (virtual), and Mayor Pro Tem Abe Herman. Councilmember Rick Taggart and Mayor Anna Stout were absent.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Planning Supervisor Felix Landry, Director of Parks and Recreation Ken Sherbenou, Finance Director Jodi Welch, Utilities Director Randi Kim, Pretreatment Supervisor Stephen Stortz, City Clerk Amy Phillips, and Deputy City Clerk Selestina Sandoval.

1. Discussion Topics

a. **Community Recreation Center Planning Progress Update**

Park and Recreation Director Ken Sherbenou, and Parks and Recreation Advisory Board Chair William Findlay introduced the item and explained planning for the Community Recreation Center (CRC) was divided into three core work sessions. Work Session #1 occurred June 13th and 14th and focused on potential sites for the CRC. Using public input from Work Session #1, the Parks and Recreation Advisory Board (PRAB) made a unanimous recommendation to City Council to pursue the Matchett Park site. City Council approved this recommendation at the July 6th City Council meeting. Tonight's City Council Workshop kicked off Work Session #2 and focused on the crux of the planning process: **Funding and scale and scope of the CRC**. The final work session on September 19th and 20th will focus on the presentation of a preliminary CRC plan.

Craig Bauck of Barker Rinker Seacat Architecture (BRS) said Work Session #2's will determine funding sources, in addition to the cannabis tax already devoted to Parks & Recreation, that voter's would most likely support:

1. Sales tax increase
2. Property tax increase
3. Nicotine excise tax

Council discussed pros and cons of each funding source, and the cost for capital and operational costs for each building program. One proposed program consisted of a total project cost of \$55M at approximately 65,000 square feet and the other with a total project cost of \$70M at approximately 83,000 square feet . Both programs included the highest needs based on the CRC survey. The following information was discussed and reviewed by Council, as well nearby Community Recreation Centers and their primary funding sources.

The \$55M option can be funded in one of three ways:

1. Cannabis revenue already secured + 0.1% sales tax increase
2. Cannabis revenue already secured + 2 mill property tax increase
3. Cannabis revenue already secured + \$2 per pack tax on cigarettes plus a nicotine tax on all other products such as vaping, chew and cigars

The \$70M option can be funded in one of three ways:

1. Cannabis revenue already secured + 0.15% sales tax increase
2. Cannabis revenue already secured + 3 mill property tax increase
3. Cannabis revenue already secured + \$3 per pack tax on cigarettes plus a nicotine tax on all other products such as vaping, chew and cigars

Consensus from discussion revealed support for placing the infrastructure costs (approximately \$6.5M for the Matchett Park site) into the 2023 budget.

It was noted that over the next 48 hours the CRC focus groups will gather input to determine the community's preferred size, cost, and funding sources.

b. Gray Water Control Program Ordinance

Utilities Director Randi Kim and Pretreatment Supervisor Stephen Stortz gave an overview of the draft ordinance which would create Chapter 13.40 under Title 13.40 regarding a Graywater Control Program and establish standards and guidelines for the design, construction, installation, repair, modification, maintenance, and use of graywater systems.

Staff recommended that homes with on-site wastewater treatment systems (OWTS) not be allowed the use of graywater control systems as the control system would extend the life of the OWTS. Staff also recommended allowing all graywater use categories allowed by the state such as subsurface irrigation and indoor toilet and urinal flushing, for both single and multi-family units.

The draft ordinance includes a provision for imposing fees for administration and oversight of the Graywater Control Program as well as plan review, planning clearance, and building permit and inspection fees.

Staff answered questions regarding City and State regulations, potential incentives, rebates, and grants as ways to support the move forward with the proposed ordinance.

c. Parking Study

Director of General Services Jay Valentine and Christina Jones of Walker Parking Consultants presented the findings of the 2022 Parking Study.

In January 2022, staff engaged Walker to update the Downtown Grand Junction Parking Study. This study expanded the scope to include a broader area of downtown, an additional 20 square blocks. The three main goals of the study were: 1) update the 2015

Study, 2) look at how demand has changed since 2015, and 3) conduct a detailed inventory of 70 square blocks of parking in the City.

The 2022 study indicated current parking utilization is 49% of supply but is expected to increase to 70% by 2027. The parking system is projected to approach the overall effective capacity (85%) by 2032 based on parking behaviors observed in April 2022; however, should the population, visitors, and parking demands associated with existing land use increase, the parking system could reach or exceed effective capacity earlier than 2032.

Discussion addressed the following recommendations advanced by the consultant as well as the need to identify the community's larger goals or guiding principles related to parking and transportation.

1. Identification of potential parking sites
2. Evaluate funding options for future additional parking sites
3. Develop a transportation and mobility master plan
4. Develop a curbside management plan
5. Analyze parking compliance with regulations
6. Audit enforcement technology and policy
7. Review parking and mobility fees and fines
8. Assess parking fees/graduated fine schedules
9. Update signage and wayfinding
10. Meter infrastructure
11. Review parking regulations

d. Discussion Regarding an Amendment to the Landscaping Portion of the Zoning and Development Code

Felix Landry, Planning Supervisor, explained the proposed changes would occur in Section 21.06.040 Landscape, Buffering, and Screening Standards; Section 21.10.020 Terms Defined; Section 21.03.030 Measurements; Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table; and Section 21.04.030 Use-Specific Standards of the Grand Junction Municipal Code.

The objective is to provide more clarity and technical sophistication, decrease the amount of required landscaping while achieving better quality, and to have better landscaping options for water conservation. Mr. Landry summarized the changes in the following areas:

1. Irrigation text change
2. Applicability of the ordinance regarding turf
3. General landscaping standards
4. Parking lots
5. Street frontage landscape
6. Buffers
7. Residential subdivision perimeter enclosures

Moving forward the Zoning and Development Code Committee, formed to discuss updating the Code, expressed interest in revisiting the Landscaping Code and provide a good setting to continue discussing the potential for stricter regulations such as regulating single family and two-family residences, turf buyback programs, or other regulations similar to what Las Vegas, Aurora, and other dry climate cities have adopted.

Council discussion revealed support for moving forward with the requirement of the Water Wise or High Desert landscaping approaches in areas already regulated by the ordinance, such as industrial and commercial developments, parking lots, medians, subdivision boundaries, etc. This would warrant revisiting the required tree counts for those two options.

2. City Council Communication

A request to consider **Dark Skies** standards and regulations was made.

An announcement was made that Greyhound Bus Company moved to a location on Horizon Drive.

Happy Birthday Councilmember Reitz!

3. Next Workshop Topics

City Manager Caton stated the August 1st Workshop is slated for a Mind Springs Presentation, Housing Goals and Programs, and Redevelopment and Affordable Housing Incentives.

There being no further business, the Workshop adjourned at 7:56 pm.

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

July 20, 2022

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 20th day of July 2022 at 5:30 p.m. Those present were Councilmembers Chuck McDaniel, Phillip Pe'a, Randall Reitz (virtually), Rick Taggart, and Mayor Pro Tem Abe Herman. Council President Anna Stout and Councilmember Dennis Simpson were absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, Senior Planner Daniella Acosta, Principal Planner David Thornton, and Principal Planner Kristen Ashbeck.

Mayor Pro Tem Herman called the meeting to order and led those present in the Pledge of Allegiance, followed by a moment of silence.

Mayor Pro Tem Herman asked to move Citizen Comments, the City Manager Report and Council Reports to the end of the agenda since two Councilmembers would potentially have to leave the meeting early. Council agreed.

CONSENT AGENDA

Councilmember Pe'a moved and Councilmember McDaniel seconded to adopt the consent agenda. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Minutes of the June 29, 2022 Special Meeting
- b. Minutes of the July 5, 2022 Special Meeting
- c. Minutes of the July 6, 2022 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Regarding the Conjunction Junction, LLC/ Richmark Real Estate Partners, LLC Redevelopment Agreement and Setting a Public Hearing for August 3, 2022

b. Quasi-judicial

- i. Introduction of an Ordinance Rezoning 4.69 Acres from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac), Located at the Southwest Corner of Unawep Avenue and Alta Vista Court and Setting a Public Hearing for August 3, 2022
- ii. Introduction of an Ordinance Rezoning 8.25 Acres from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac), Located at 3124 D Road and Setting a Public Hearing for August 3, 2022
- iii. Introduction of an Ordinance Rezoning Approximately 17.4 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at the Southern Corner of Horizon Drive and 27 1/2 Road and Setting a Public Hearing for August 3, 2022

3. Resolutions

- a. A Resolution Ratifying the City Manager's Signature for the Partial Release and Termination of the Repurchase for the Certain Property in the Dos Rios Subdivision in Grand Junction, Colorado

REGULAR AGENDA**An Ordinance Amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to Bring the Traffic Code Up to Date, Adding Chapter 10.14 Regulating the Operation of Shared Micromobility Devices, and Amending Section 9.04.2000 for Clarification**

Shared micromobility devices that are part of a commercial fleet, particularly dockless devices, have gained popularity with their ability to support first-and-last mile connectivity. Since most devices do not require a fixed parking station when not in use, they are also less resource intensive and more agile to deploy. The benefit of these devices is being able to conveniently park the device anywhere at the conclusion of a trip. Best practices have emerged in recent years to help mitigate and prevent the negative impacts of shared micromobility devices. Advancements in geofencing technology and data sharing standards have given cities and commercial operators stronger tools to regulate and monitor the operations of these shared devices. Additionally, there is evidence suggesting an increase in consumer demand for privately-owned micromobility devices, such as electric scooters (e-scooters). A national study by the consulting firm McKinsey reported that 64 percent of consumers preferred private ownership. As such, there is a need to define new regulations for these emerging modes of transportation to prepare for their introduction into the City's multimodal transportation system.

Senior Planner Daniella Acosta presented this item.

Discussion included how best to communicate areas with restricted use, how apps work to regulate the restrictions, applicability of the ordinance to private micromobility users, curfew, City's input on penalties for parking, and availability of service for unbanked users.

The public hearing was opened at 6:06 p.m.

Ed Kowalski spoke about the need for enforcement of these regulations.

Scott Beifuss expressed hope for public input on the company chosen and spoke of the importance of safety for chosen routes.

Ian Thomas, Grand Junction Bike Night organizer, expressed his excitement for mobility options in the City, the importance of enforcement and infrastructure setup, and suggested discounts for low-income individuals.

The public hearing was closed at 6:10 p.m.

Conversation ensued regarding exit clauses in process with the City Attorney for the pilot program, and enforcement of minimum age requirements through the Request for Proposal questionnaire to ensure companies will vet users.

Councilmember Pe'a moved Councilmember Taggart seconded to adopt Ordinance No. 5084, an ordinance amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to bring the Traffic Code up to date to account for the introduction of e-scooters, adding Chapter 10.14 regulating the operation of shared micromobility devices, and amending Section 9.04.200 for clarification on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

An Ordinance Amending Chapter 2.08 of the Grand Junction Municipal Code and Setting the 2022 Salary of the City Attorney and the Municipal Judge

The Ordinance amends Chapter 2, Title 8 of the GJMC to establish Section 015 such that the compensation paid to the Municipal Judge and the City Attorney is established by the City Council by ordinance. With approval of the Ordinance, the City Council will set the 2022 compensation for the Municipal Judge and the City Attorney as provided therein.

City Attorney John Shaver presented this item.

The public hearing was opened at 6:17 p.m.

Scott Beifuss asked that the benefit packages for administration be made available to the public.

The public hearing was closed at 6:18 p.m.

Councilmembers spoke to the extensive process of evaluating the three employees that report directly to them.

Councilmember Taggart moved and Councilmember McDaniel seconded to adopt Ordinance No. 5085, an ordinance amending 2.08 Municipal Code and setting the 2022 salary of the City Attorney and the Municipal Judge on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

A Resolution Accepting the Petition for the Annexation of 19.77 Acres of Land and Ordinances Annexing and Zoning the If Land Annexation from County RSF-R (Residential Single Family Rural) to R-8 (Residential - 8 du/ac), Located at 364 29 Road; 370 29 Road; and 374 29 Road

Applicant Upper Limit Investments, LLC requested annexation of three parcels of land and a zone of annexation to R-8 (Residential 8 du/ac) for the If Land Annexation. The approximately 19.77-acre annexation is located at 364 29 Road; 370 29 Road; and 374 29 Road. The subject property has three residences, one on each parcel with the majority of the property undeveloped. The property is Annexable Development per the Persigo Agreement in anticipation of developing the vacant portion of the property. The proposed zone district of R-8 is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan.

Principal Planner David Thornton presented this item.

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

There were no comments.

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

Councilmember Pe'a moved and Councilmember McDaniel seconded to adopt Resolution No. 58-22, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the If Land Annexation, approximately 19.77 acres, located at 364 29 Road, 370 29 Road, and 374 29 Road, and to adopt Ordinance No. 5086 annexing territory to the City of Grand Junction, Colorado, If Land Annexation, approximately 19.77 acres, located at 364 29 Road, 370 29 Road, and 374 29 Road, on final passage and ordered final publication in pamphlet form, and to adopt Ordinance No. 5087 zoning the If Land Annexation to R-8 (Residential - 8 du/ac) zone district, from Mesa County RSF-R (Residential Single Family Rural) on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

An Ordinance Rezoning 0.45 Acres from R-O (Residential Office) to C-1 (Light Commercial), Located at 1215 N 1st Street

Applicant Douglas A. Pritchard Revocable Trust requested the rezone of one parcel

totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) located at 1215 N 1st Street. The purpose of the rezone is to allow for more flexibility for future retail development. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

Senior Planner Daniella Acosta presented this item.

Councilmember Reitz signed off at 6:41 p.m.

The public hearing was opened at 6:42 p.m.

There were no comments.

The public hearing was closed at 6:42 p.m.

Councilmember Taggart moved and Councilmember Pe'a seconded to adopt Ordinance No. 5088, an ordinance rezoning one parcel totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) located at 1215 N 1st Street on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

2022 Community Development Block Grant (CDBG) Program Annual Action Plan

CDBG funds are an entitlement grant to the City of Grand Junction, which became eligible for funding in 1996. The 2022 Program Year marks the City's 27th year of eligibility. The City's 2022 Program Year will begin September 1, 2022. For each CDBG program year, a new Annual Action Plan is completed and adopted as part of the Five-Year Consolidated Plan. Applications for funding were solicited and received by the City in March 2022. On June 15, 2022, City Council approved the 2022 CDBG funding requests totaling \$441,451 for the sixteen activities. The purpose of this hearing is to adopt the 2022 Annual Action Plan that will become year two of the Five-Year Consolidated Plan that was adopted in July 2021.

Principal Planner Kristen Ashbeck presented this item.

The floor was opened for public comment at 6:49 p.m.

There were no comments.

The floor was closed for public comment at 6:49 p.m.

Councilmember McDaniel moved and Councilmember Pe'a seconded to adopt Resolution No. 59-22 regarding the 2022 Program Year Annual Action Plan as a part of the City of Grand Junction 2021 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program. Motion carried by unanimous roll call vote.

Citizen Comments

Ed Kowalski spoke of his comparisons of Greeley and Grand Junction.

Nina Anderson gave a presentation requesting alley improvements in the City.

Council Reports

Councilmember Taggart shared he was recovering from an injury received in a bicycle race and was unable to attend meetings for assigned boards.

Councilmember Pe'a gave an update on the Parks and Recreation Advisory Board.

Mayor Pro Tem Herman gave updates on the Grand Junction Economic Partnership's Executive Director, Urban Trails, Downtown Development Authority, Mobile Mesa County's Safe Routes to Schools App and his ride along with the Grand Junction Police Department's Community Resource Officers.

Non-Scheduled Citizens & Visitors

Ian Thomas spoke about the Parking Study that was discussed at the July 18, 2022 Workshop and how the downtown Grand Junction parking spaces can be used for other purposes.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:07 p.m.



Amy Phillips, CMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 3, 2022

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

Department: Finance

Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

Introduction of an Ordinance Making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2022 and Ending December 31, 2022 and Setting a Public Hearing for August 17, 2022

RECOMMENDATION:

Staff recommends setting a public hearing for August 17, 2022 for the ordinance making supplemental appropriations and amending the 2022 City of Grand Junction 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. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is for new spending authorization for the Community Recreation Center, the Orchard Mesa Pool Renovation, to spend additional revenues not anticipated in the original 2022 budget, and to replace Cannabis revenue for the Pickleball/Tennis Court and Monument Connect Phase II projects.

BACKGROUND OR DETAILED INFORMATION:

A detail listing of supplemental appropriation by fund is provided in the agenda documentation. The following provides additional information for the supplemental requests. The 2022 Supplemental Appropriation includes spending authorization in the

following funds:

General Fund 100

The General Fund requires a total supplemental appropriation of \$5,083,930. A supplemental appropriation of \$117,000 is required for the Community Recreation Center survey with CMU and the feasibility study (\$22,000) with Barker Rinker Seacat (\$95,000). A supplemental appropriation of \$86,930 is required to authorize spending of direct allocation from the Colorado Office of Early Childhood for workforce stabilization and sustainability to be used for summer seasonal employee retention and for employee learning center operations.

As directed by City Council, staff has moved forward with preparing for the renovation of Orchard Mesa Pool. A supplemental appropriation of \$3,680,000 is required for the Orchard Mesa Pool Renovation design and a portion of construction that will be funded by the General Fund. Of the estimated \$5 million project, the General Fund is funding \$3.4 million and \$1.6 million is expected from Mesa County and School District 51 as partners in the Orchard Mesa Pool.

A supplemental appropriation of \$400,000 is required for the Pickleball/Tennis Court project because of cost increases. As reported to Council in the July 6th, 2022 staff report, the original project was estimated at \$1.6 million. However, after not receiving any bids, in order to move forward with this important project for the community, staff began negotiating proposals and the estimated cost is now \$2 million.

A supplemental appropriation of \$800,000 is required to replace Cannabis revenue on the Pickleball/Tennis Court and Monument Connect Phase II projects. When originally budgeted, it was anticipated that approximately 9 months of revenue would be generated in 2022. However, now that licensing will not be complete until the latter part of the year, the General Fund is proposed to be used to replace the Cannabis revenue in order to proceed with the projects and reserve Cannabis revenue for the Community Recreation Center funding.

Of the \$5,083,930 required supplemental appropriation, with the exception of the direct allocation spending, all of the other spending will need to be funded by the General Fund reserves. Currently, the General Fund reserve at December, 31, 2022, is projected to be \$35.9 million and of that amount \$24.6 million is reserved or restricted, therefore \$11.1 million is available to fund the spending as presented.

Visit Grand Junction Fund 102

The Visit Grand Junction (Visit GJ) Fund requires a supplemental appropriation of \$50,000 for the grant program for local tourism related businesses. On April 6, 2022 Council authorized the distribution of lost revenues to Visit Grand Junction through the ARPA revenue loss allowance. As described on April 6th, Visit GJ will utilize the distribution of ARPA funds to subsidize a cooperative program with Destination Travel Network (DTN) and other marketing technology platforms. Visit GJ and DTN have partnered to create an affordable solution for Grand Junction tourism businesses (retail,

restaurants, lodging, activities, and events) that are interested in expanding their marketing efforts to attract new customers and drive revenues. This \$50,000 supplemental appropriation authorizes the start of that grant program.

First Responder Tax Fund 107

The First Responder Tax Fund requires a supplemental appropriation of \$445,000 for a fall academy that was not originally planned in the 2022 budget. The academy is needed for staffing and the majority of the costs are for the specialized personal protection equipment that is required and personalized for each employee.

Sales Tax CIP Fund 201

The Sales Tax CIP Fund is where the majority of the City's capital projects are budgeted. The Sales Tax CIP Fund requires a supplemental appropriation of \$5,810,000. This is for the Orchard Mesa Pool Renovation \$5.28 million (\$280,000 design and \$5 million construction), the increase in the Pickleball/Tennis court project (\$400,000), as well as a columbarium for the Orchard Mesa Cemetery (\$110,000). There has been a shift towards preference of a cremation/columbarium option and currently the cemetery is in need of an additional columbarium because all available spots are sold.

Solid Waste Fund 302

The Solid Waste Fund requires a supplemental appropriation of \$376,200 for the recycling operations that were assumed after the asset purchase of Curbside Recycling Indefinitely as authorized by City Council on February 15th, 2022. The fund balance in the Solid Waste Fund before this budget amendment is projected at \$2.5 million with a target fund balance of \$1 million for future investment in fleet and containers and therefore there are sufficient funds to fund this supplemental.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to introduce an ordinance making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022 and to set a public hearing for August 17, 2022.

Attachments

1. 2022 Supplemental Appropriation August 3, 2022
2. August 2nd, 2022 Supplemental Appropriation Detail By Fund

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2022 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2022 to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 5,803,930
Visit Grand Junction Fund	102	\$ 50,000
First Responder Tax Fund	107	\$ 445,000
Sales Tax CIP Fund	201	\$ 5,790,000
Solid Waste Fund	302	\$ 376,200

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2022.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2022.

President of the Council

Attest:

City Clerk

Supplemental Appropriation Detail By Fund
First Reading August 2nd, 2022

Fund and Description	Amount
General Fund 100	
Community Recreation Center Survey with Colorado Mesa University	\$ 22,000
Feasibility Study for the Community Recreation Center	95,000
Spend of Stabilization and Sustainability Direct Allocation from Colorado Office of Early Childhood for Summer Workforce Retention and Learning Center Operations	86,930
Orchard Mesa Pool Design (transfer to Capital)	280,000
Orchard Mesa Pool Renovation (transfer to Capital)	3,400,000
Increase in Cost for Pickleball/Tennis Court Project (transfer to Capital)	400,000
Replace Cannabis Revenue for Pickleball/Tennis Court Project (transfer to Capital)	550,000
Replace Cannabis Revenue for Monument Connect Phase II (transfer to Capital)	250,000
Total General Fund Supplemental Appropriation	\$ 5,083,930
Visit Grand Junction Fund 102	
Grant Program to Support Tourism Businesses in Marketing Efforts	50,000
Total Visit Grand Junction Fund Supplemental Appropriation	\$ 50,000
First Responder Fund 107	
For Fall Recruit Academy	\$ 445,000
Total First Responder Fund Supplemental Appropriation	\$ 445,000
Sales Tax Capital Improvement Fund 201	
Orchard Mesa Pool Design (funded by General Fund)	\$ 280,000
Orchard Mesa Pool Renovation (\$3.4M General Fund, \$1.6M Mesa County, School District #51)	5,000,000
Increase in Cost for Pickleball/Tennis Court Project (funded by General Fund)	400,000
Orchard Mesa Cemetery Columbarium	110,000
Total Sales Tax Capital Improvement Plan Fund Supplemental Appropriation	\$ 5,790,000
Solid Waste Fund 302	
Operating Costs for Recycling after the Asset Purchase Agreement	\$ 376,200
Total Solid Waste Fund Supplemental Appropriation	\$ 376,200



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 3, 2022
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Contract with KLJ Engineering, LLC for Professional Design Engineering Services for Transportation Capacity Improvements

RECOMMENDATION:

Staff recommends that the City Purchasing Division enter into a contract with KLJ Engineering LLC for Professional Design Engineering Services for Transportation Capacity Improvements in the amount of \$1,547,162.

EXECUTIVE SUMMARY:

This request is to authorize the City Purchasing Division to enter into a contract with KLJ Engineering LLC for Professional Design Engineering Services for transportation capacity improvements on segments of the B 1/2 Road, D 1/2 Road, F 1/2 Road, and 26 1/2 Road corridors associated with the voter approved Ballot Initiative 2A projects.

BACKGROUND OR DETAILED INFORMATION:

In November 2019, voters approved ballot initiative 2A to expand the City's transportation system capacity through 11 different projects. The City Engineering Division has been working on several of the specified projects, which are in various phases of design, permitting, land acquisition, and/or construction. Additional resources beyond the capacity and expertise of the Engineering staff have been required to be contracted out. To date, this has included contracting out real estate services, electrical engineering, landscape architecture, structural engineering, and other services on certain projects. The City Engineering Division continues to provide project management for all of the projects and is projected to have capacity to provide civil design services for 7 of the 11 transportation capacity projects.

The City proposes to contract out the remaining surveying and civil design services for 4 of the 11 projects. The B 1/2 Road, D 1/2 Road, F 1/2 Road, and 26 1/2 Road corridor projects were selected as the four projects needing professional design services because they were all similar in scope and limited design work had been completed. Each of these four corridor projects will consist of roadway widening, bike lanes, and sidewalks to provide multmodal capacity improvements.

A formal Request for Proposals (RFP) was issued to solicit proposals from firms that were able to assist in providing the professional design services necessary for these projects. The RFP allowed the City to select one firm for all four corridor projects or split the projects between interested firms. The RFP was issued via BidNet (an online 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 Contractor's Association, and advertised in The Daily Sentinel. Three (3) proposals were received on June 23, 2022 from the following firms:

J-U-B Engineering Inc	Palisade CO	\$2,112,168.00
KLJ Engineering LLC	Bismarck ND	\$1,547,162.00
River City Consultants	Grand Junction CO	\$994,360.00

A selection committee reviewed the proposals and interviewed the top 2 ranking firms. The selection committee recommended KLJ Engineering as the top rated firm who proposed to have adequate resources for all four (4) projects. The selection committee also recommended that the projects not be split between firms as it did not appear to provide any benefit to the project schedule or costs. The design for all 4 projects is planned to be complete by August 2023.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The design fees are included in the 2022 Adopted Budget of the Transportation Capacity Payment Fund.

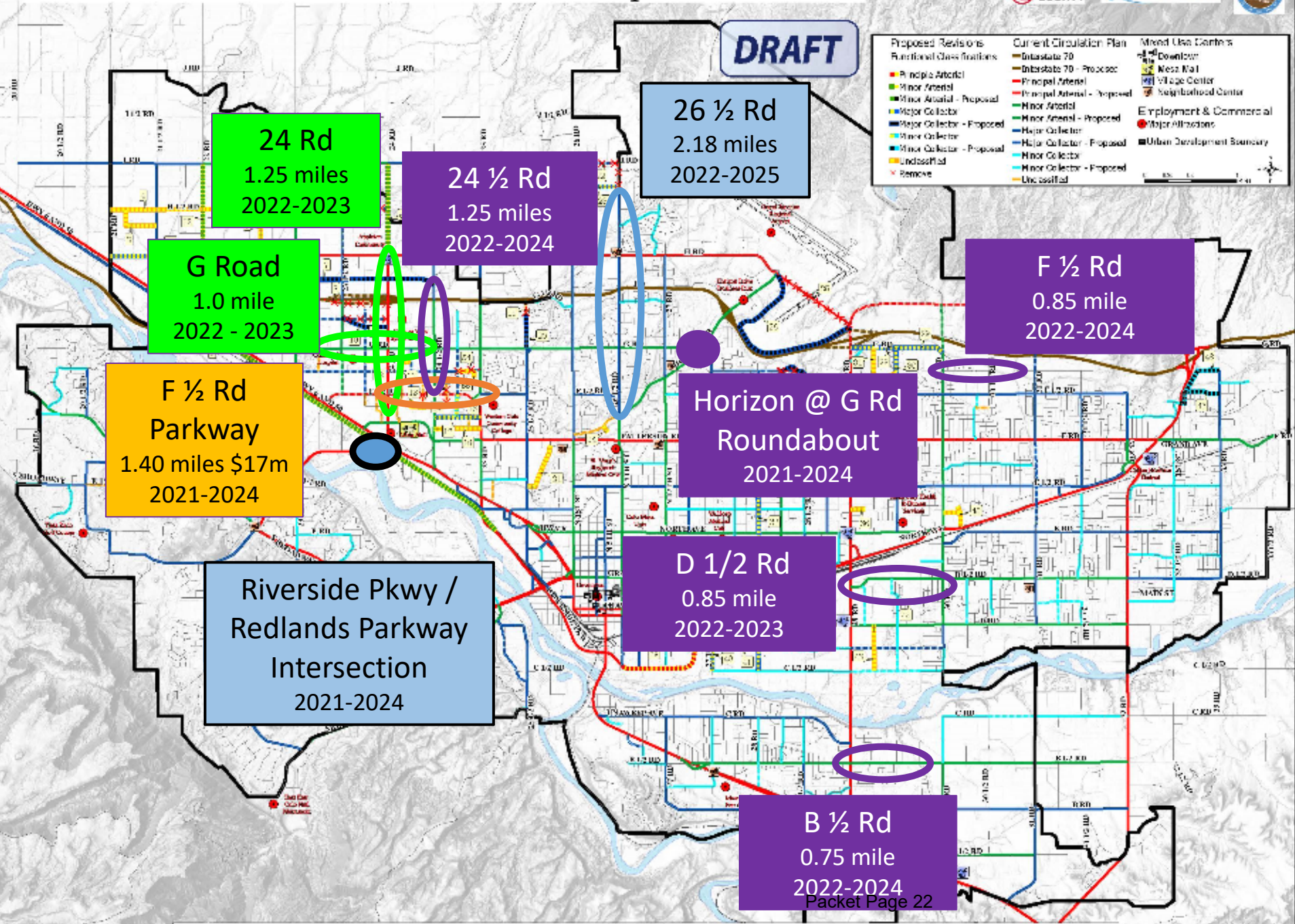
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division enter into a contract with KLJ Engineering LLC for Professional Design Engineering Services for Transportation Capacity Improvements associated with the four (4) Ballot Initiative 2A Transportation Capacity projects for a total contract amount of \$1,547,162.

Attachments

1. Transportation Capacity 2A Projects Map

Street Plan - Functional Classification Proposed Revisions



Road Expansion Project Status

Under Design
ROW
Construction
Proposed



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: August 3, 2022

Presented By: Gus Hendricks, Deputy Chief/Emergency Manager

Department: Fire

Submitted By: Kirsten Armbruster, Project Engineer

Information

SUBJECT:

Authorize a Construction Contract for Fiber Optic Cabling Extension for Fire Station 8 (441 31 Road)

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a Construction Contract with Deeply Digital LLC of Montrose, CO for the Grand Junction Fire Department Fiber Optic Cabling Extension for the Fire Station 8 project in the amount of \$413,727.50.

EXECUTIVE SUMMARY:

This construction contract is for the extension of the Fiber Optic Cabling from the existing system at 29 Rd and D Rd to the new Grand Junction Fire Station 8 located at 441 31 Rd. Construction is to begin in the fall of 2022 after procurement of materials.

BACKGROUND OR DETAILED INFORMATION:

GJFD Fire Station 8, located at 441 31 Road, is currently under construction and scheduled to be completed by December 2022. This new fire station will need to be connected to the existing fiber communications system prior to opening. The nearest location of City fiber is at the corner of 29 Road and D Road, and the new fiber cabling is proposed to be extended underground along D Road, 30 Road and D 1/2 Road to the property at 31 Road.

A formal Invitation for Bids was issued via BidNet (an online 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 Contractors Association, and advertised in The Daily Sentinel. Three companies submitted formal

bids, which were found to be responsive and responsible in the following amounts:

Firm	Location	Bid Amount
Deeply Digital	Montrose, CO	\$413,727.50
Communications Construction & Engineering, Inc.	Denver, CO	\$489,914.50
Future Infrastructure, LLC	Mesquite, TX	\$1,072,295.00

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

This is part of the Fire Station 8 project, is a first responder tax funded project, and is included in the 2022 Amended Budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a construction contract with Deeply Digital LLC of Montrose, CO for the Grand Junction Fire Department Fiber Optic Cabling Extension for the Fire Station 8 project in the amount of \$413,727.50.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 3, 2022
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou

Information

SUBJECT:

A Resolution Adopting the Horizon Park Master Plan

RECOMMENDATION:

Staff recommends the adoption of the resolution.

EXECUTIVE SUMMARY:

The City of Grand Junction Parks, Recreation Open Space Master Plan, completed in January 2021, identified the community around Horizon Park as an underserved area with regards to parks, recreation, and open space opportunities. The planning process proceeded over a 5 month period and resulted in the enclosed Horizon Park Site Master Plan. This Master Plan will provide the framework for the construction and development of Horizon Park.

BACKGROUND OR DETAILED INFORMATION:

The purpose of the Horizon Park Master Plan is to develop a vision for the park that will provide this underserved neighborhood and the City of Grand Junction residents with unique recreation amenities for many years. This master plan will serve as a guide for the future detailed design that will be required to implement the recommended improvements.

Goals of the plan include:

- Create a Master Plan for Horizon Park that can be implemented in the coming years
- Engage the community for input on desired amenities and the design of Horizon Park
- Design a plan providing appropriate recreation amenities for the community around Horizon Park

Being mostly undeveloped, Horizon Park holds a great deal of opportunity to become a park that offers numerous different recreational opportunities for the surrounding community.

The parcel of land known as Horizon Park is a largely undeveloped 13-acre site located along 27 Road just south of Interstate 70. The park is surrounded on 3 sides by residential properties. The newly constructed Fire Station #6 occupies the southeast corner of the site, occupying

approximately 2 acres, leaving about 11 acres undeveloped. The current amenities in Horizon Park include a granite sand walking loop, one picnic table and one trash can. The site also offers an existing buried irrigation ditch running through the eastern side of the site and along the south edge that can provide irrigation water to the site in the future. There is one neighborhood connection to the west. With a high point on the western end of the parcel, the park has scenic views to both the west and the east.

The planning process proceeded over a 5 month period, including three public meetings and numerous meetings with the Parks and Recreation Advisory Board. PRAB helped guide the plan's development and a letter of recommendation to adopt the Horizon Park Site Master Plan is attached with the staff report. Also included is the resolution to adopt and finally the full Horizon Park Site Master Plan report.

FISCAL IMPACT:

There is no direct fiscal impact with this action. The associated fiscal impact will be discussed separately when the construction of Horizon Park is submitted as a part of the City Manager's annual budget. Given the current 10-year Capital Improvement Program, Horizon Park construction is currently set for 2026.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 61-22, a resolution adopting the Horizon Park Site Master Plan.

Attachments

1. PRAB Letter of support - Horizon Park 2 2022
2. Horizon Park - Master Plan Report 4-4-22 FINAL.pdf, reduced size
3. Resolution Adopting the Horizon Park Site Master Plan 8 3 22

February 5, 2022

Dear City Council,

The Park and Recreation Advisory Board (PRAB) met on 2/3/22 for our regular meeting, with the major agenda item being the Horizon Park Master Plan. This was our third presentation, led by the consultants Dean Pearson, Principal and Liz Wolfman, Project Manager from the Architerra Group. The Architerra Group is an accomplished Landscape Architecture firm with a deep resume of exciting and success park projects. Their presentation included information from the three community open house meetings about the neighborhood wishes and desires.

In the end, we were very impressed with the final recommended plan. This included a wide range of amenities, including two picnic shelters, two formal playground for different ages, a nature playground, an expansive climbing wall, some open space for informal play, a basketball court, a central riparian area with large trees and a small water feature, an irrigation pond, and two perimeter trails, one hard and one soft surface with adjacent exercise equipment. We had several questions, including the amount of parking, the possibility of a future dog park, and the option of additional access from the north, all of which were addressed by the consultants to our satisfaction. We also questioned the current funding schedule of around 2027 and wondered about moving that up to maintain the momentum of adding a park in this underserved part of town.

This north side of the community is rapidly growing and it constitutes one of the lowest level of service in all areas evaluated in the Parks, Recreation and Open Space (PROS) Master Plan. Building Horizon Park, reducing the large inventory of undeveloped parks, would be a great new addition to the community. And the amenities envisioned in the Master Plan driven by public input in surveys, the PROS Master Plan and during the three public meetings on the park design, would create a highly utilized park in harmony with the surrounding neighborhood and the larger networks of parks in Grand Junction.

In the end, PRAB unanimously voted to support the Horizon Park Master Plan as presented and to suggest that the timing of construction be moved up if at all possible, preferably to the 2024 budget year. We now send this motion and letter of support on to the City Council for your consideration and action.

Sincerely

A handwritten signature in dark ink, appearing to read 'W Findlay', with a stylized flourish at the end.

William Findlay, M.D. (retired)
PRAB Chairman

City of Grand Junction Horizon Park Master Plan

APRIL 2022



prepared by:

ARCHITERRA GROUP
5881 south deframe st.
littleton, colorado 80127
office 303.948.0766
www.architerragroup.com

CITY OF
Grand Junction
COLORADO

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PROJECT OBJECTIVE AND GOALS

The City of Grand Junction Parks, Recreation Open Space Master Plan, completed in January 2021, identified the community around Horizon Park as an underserved area with regards to parks, recreation, and open space opportunities.

The purpose of the Horizon Park Master Plan is to develop a vision for the park that will provide this underserved neighborhood and the City of Grand Junction residents with unique recreation amenities for many years. This master plan will serve as a guide for the future detailed design that will be required to implement the recommended improvements.

Goals of the plan include:

- Create a Master Plan for Horizon Park that can be implemented in the coming years
- Engage the community for input on desired amenities and the design of Horizon Park
- Design a plan providing appropriate recreation amenities for the community around Horizon Park

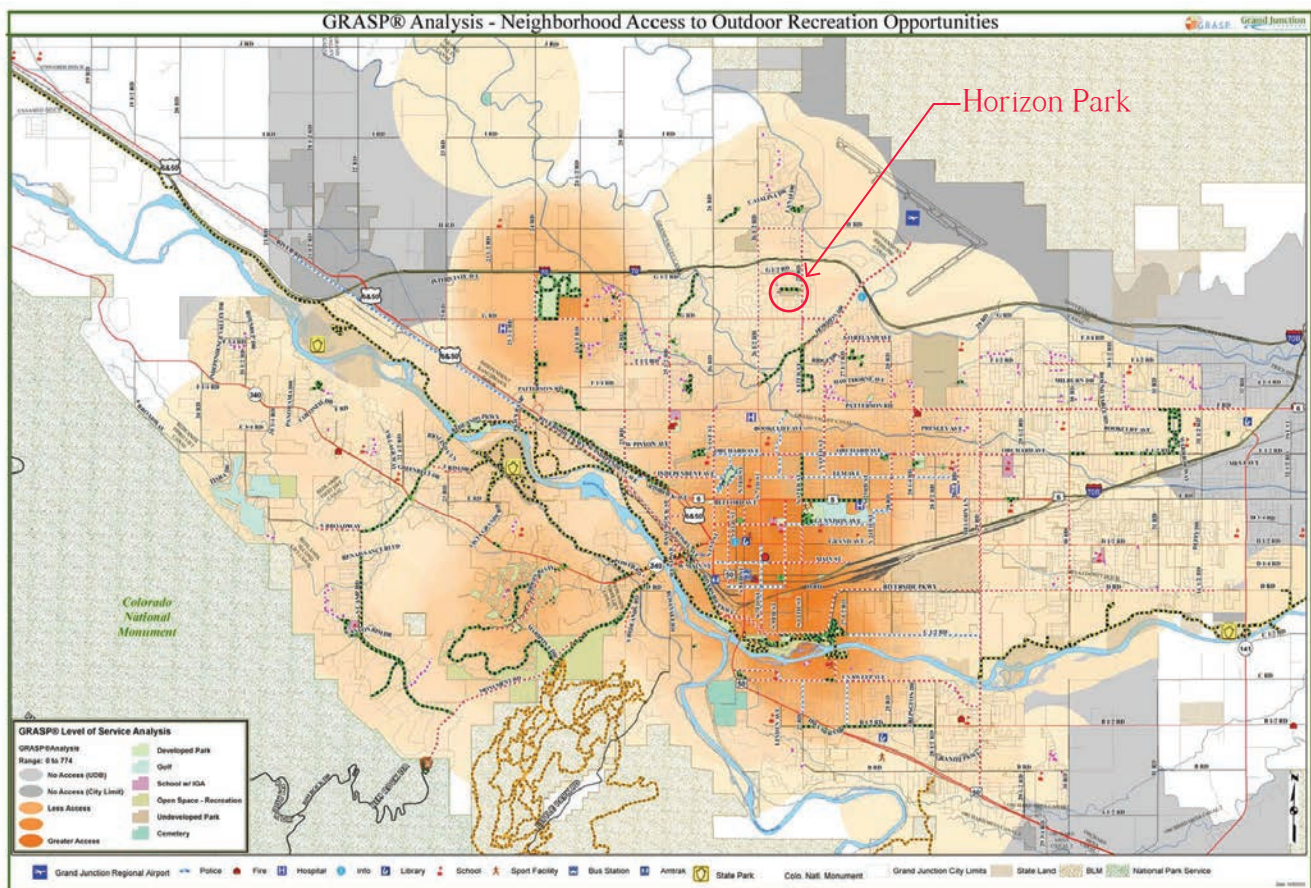


Figure 9 in the Parks, Recreation and Open Space Master Plan identified the community around Horizon Park at a low level of access to outdoor recreation opportunities according to a GRASP® Level of Service Analysis.

THE SITE

Being mostly undeveloped, Horizon Park holds a great deal of opportunity to become a park that offers numerous different recreational opportunities for the surrounding community.



The parcel of land known as Horizon Park is a largely undeveloped 13-acre site located along 27 Road just south of Interstate 70. The park is surrounded on 3 sides by residential properties. The newly constructed Fire Station #6 occupies the southeast corner of the site, occupying approximately 2 acres, leaving about 11 acres undeveloped. The current amenities in Horizon Park include a granite sand walking loop, one picnic

table and one trash can. The site also offers an existing buried irrigation ditch running through the eastern side of the site and along the south edge that can provide irrigation water to the site in the future. There is one neighborhood connection to the west. With a high point on the western end of the parcel, the park has scenic views to both the west and the east.

PLANNING PROCESS AND TIMELINE

The planning process and timeline to develop the Horizon Park Master Plan took place over the course of approximately 5 months.

Project Kick-off - September 15, 2021

- Walked the site with park staff, observed and recorded initial impressions and existing conditions
- Discussed preliminary ideas and challenges of Horizon Park with Grand Junction Parks staff

Site Opportunities & Constraints Plan

- Studied the site in detail, explored existing conditions, features and infrastructure
- Assembled a visual plan to depict observable site opportunities & constraints

Public Meeting #1 - October 5, 2021

- Approximately 60 community members in attendance
- Presented site opportunities & constraints plan to community
- Discussed potential park amenities
- Discussed community concerns, ideas, and questions
- Gathered public input online (10/6/21 - 10/13/21)
- See Appendix A, pages 8-10 for site opportunities and constraints plans and precedent images presented during public meeting #1
- See Appendix B, pages 25-41 for summary of public comments on the site opportunities & constraints plan and accompanying images

Parks & Recreation Advisory Board (PRAB) Meeting - October 7, 2021

- Briefly presented the site opportunities & constraints plan and potential park amenities
- Discussed feedback gathered from Public Meeting #1

Conceptual Design Plans

- Drew design inspiration and information from comments and feedback gathered from PRAB, public comments, and city staff
- Gathered history of the site and surrounding area
- Designed two different conceptual site layouts, each with unique elements and park amenities, with precedent imagery to accompany each plan

PRAB Meeting - November 4, 2021

- Briefly presented two preliminary park layout concepts and precedent imagery

Public Meeting #2 - November 9, 2021

- Approximately 40 community members in attendance
- Presented two preliminary conceptual design plans
- Discussed opportunities & differences of each plan
- Discussed community concerns, ideas, and questions
- Gathered public input online (11/10/21 - 11/18/21)
- See Appendix pages 11-14 for conceptual design plans and images presented during public meeting #2
- See Appendix B, pages 42-53 for summary of public comments on the conceptual plans and accompanying images

PLANNING PROCESS AND TIMELINE (cont.)

Conceptual Master Plan

- Refined the overall master plan layout based on comments, feedback and information gathered from PRAB, public comments and city staff

Public Meeting #3 - December 14, 2021

- Approximately 30 community members in attendance
- Presented preliminary park master plan
- Discussed potential park elements
- Discussed community concerns, ideas, and questions
- See Appendix pages 15-17 for conceptual master plan and images presented during public meeting #3
- See Appendix B, page 54 for summary of public comments on the conceptual master plan and accompanying images

Final Master Plan Design

- Revised the preliminary Master Plan based on information and comments gathered in public meeting #3 and city staff

Master Plan Delivery - January 20, 2022

- Delivered Master Plan documents, including site layout plan, irrigation master plan and schematic electrical plans
- Delivered cost estimate documents (estimates finalized March 22, 2022)
- See Appendix A, pages 18-23 for master plan design documents
- See Appendix C for master plan cost estimates



Public Meeting #1



Public Meeting #3

APPENDIX A

DESIGN PLANS & SUPPORTING IMAGES



WATER, NATURE AND CUSTOM PLAY



SPORT COURTS, FITNESS AND CLIMBING ELEMENTS



POTENTIAL PARK ELEMENTS
HORIZON PARK | GRAND JUNCTION, CO



OCTOBER 5, 2021

MOUNTAIN BIKE TRAILS



WALKING TRAILS



SHELTERS & SHADE STRUCTURES



POTENTIAL PARK ELEMENTS

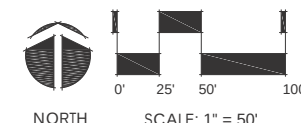
HORIZON PARK | GRAND JUNCTION, CO





CONCEPTUAL DESIGN PLAN - THE MESA

HORIZON PARK



NOVEMBER 9, 2021

THEMED PLAY



WATER & NATURE PLAY



CANYON



FITNESS STATIONS & PUMP TRACK



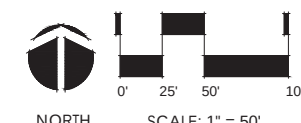
POTENTIAL PARK ELEMENTS - THE MESA

HORIZON PARK



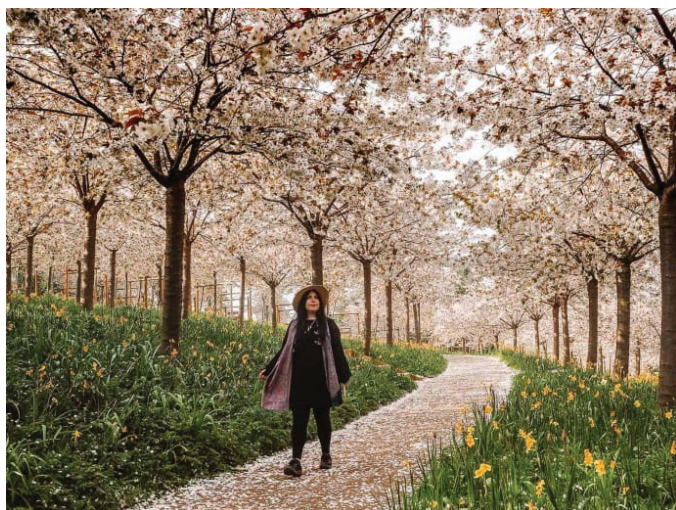
CONCEPTUAL DESIGN PLAN - THE ORCHARD

HORIZON PARK



NOVEMBER 9, 2021

ORCHARD & AGRICULTURE



THEMED PLAY



WATER & NATURE PLAY



FITNESS STATIONS



POTENTIAL PARK ELEMENTS - THE ORCHARD

HORIZON PARK



CONCEPTUAL MASTER PLAN

HORIZON PARK



CONCEPTUAL MASTER PLAN PERSPECTIVE

HORIZON PARK



DECEMBER 14, 2021

THEMED PLAY



WATER & NATURE PLAY



FITNESS STATIONS & PUMP TRACK



CANYON



SHELTER



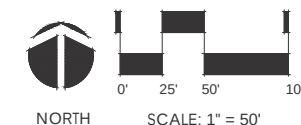
CONCEPTUAL MASTER PLAN PARK ELEMENTS

HORIZON PARK



CONCEPTUAL MASTER PLAN

HORIZON PARK

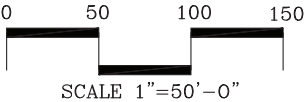
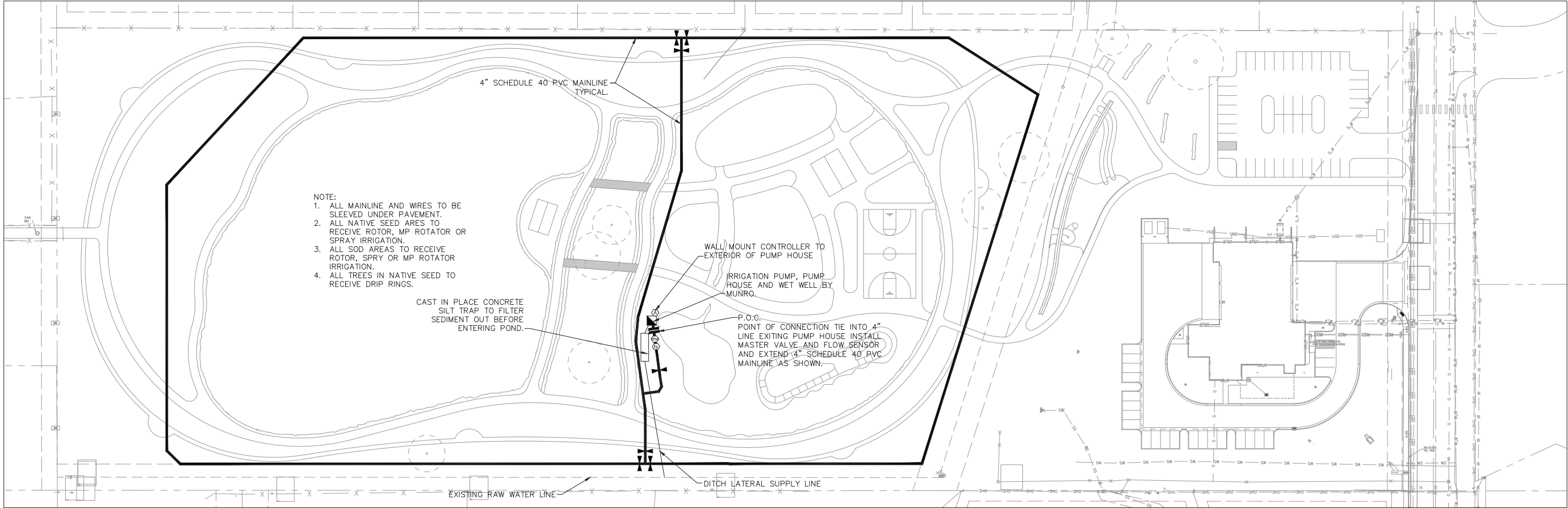


JANUARY 21, 2022



CONCEPTUAL MASTER PLAN PERSPECTIVE

HORIZON PARK



1

Irrigation Master Plan

Scale: 1"=50'

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
▲ ▲ ▲	POP-UP SPRAY SPRINKLER: RAIN BIRD 1806-SAM-PRS W/ 5 SERIES NOZZLE PRESSURE: 30 PSI RADIUS: 5 FEET FLOW (GPM): Q - 0.10 H - 0.20 F - 0.41
■ ■ ■	MP ROTATOR SPRINKLER: HUNTER PROS-06-PRS40-CV MP2000 NOZZLE PRESSURE: 40 PSI RADIUS: 13-19 FEET FLOW (GPM): Q - 0.40 H - 0.74 F - 1.47 6"POP UP HEIGHT FOR SOD AND 12" POP UP HEIGHT FOR NATIVE SEED
● ● ●	ROTOR SPRINKLER: HUNTER: I-20 OR I-25 PRESSURE: 35 PSI - 39" RADIUS FLOW (GPM): F - 3.5 Precip. rate (in/hr): 0.44
	IRRIGATION PUMP AND WET WELL BY MUNROE
⊕	ZONE CONTROL VALVE: HUNTER ICV GLOBE VALVE, SIZE AS NOTED
⊗	DRIP CONTROL VALVE ASSEMBLY: HUNTER DRIP ZONE KIT W/PGV 40 PSI. 1" VALVE
⌵	GATE VALVE - BRASS GATE VALVE, LINE SIZE
⊕	QUICK COUPLER: RAINBIRD 44LRC
~	EMITTER LATERAL PIPE: UV RADIATION RESISTANT POLYETHYLENE, 1" SIZE (ROUTING IS DIAGRAMMATIC)
—	DRIP FLUSH PLUG ASSEMBLY
—	MAINLINE PIPE: 4" SCHEDULE 40 PVC GASKETED PIPE. WITH LEEMCO DUCTILE IRON FITTINGS AND AND INTEGRAL JOINT RESTRAINTS.
—	LATERAL PIPE TO SPRINKLERS: SCHEDULE 40 PVC PIPE (1-INCH SIZE UNLESS OTHERWISE INDICATED)
—	UNCONNECTED PIPE CROSSING
—	UNCONNECTED PIPE CROSSING, TWO DIFFERENT PIPES
—	P.O.C. - POINT OF CONNECTION
—	CLASS 200 PVC SLEEVING, 4" UNLESS OTHERWISE NOTED
AT	INDICATES CONTROLLER AND CONTROLLER STATION NUMBER
15	INDICATES LATERAL DISCHARGE IN GPM
1	INDICATES REMOTE CONTROL VALVE SIZE IN INCHES
⊕	MASTER VALVE, HUNTER ICV 2"
⊕	FLOW SENSOR, HUNTER FLOW -SYNC. HFS, WITH 1" SCHEDULE 40 SENSOR RECEPTACLE, FCT-100
⊕	NEW TWO WIRE CONTROLLER HUNTER ICC2 BASE CONTROLLER, PLASTIC WALL MOUNT WITH HUNTER DECODER OUTPUT MODULE. USE 12 GAUGE HUNTER TWO WIRE WIRE. USE SINGLE STATION HUNTER DECODERS, DUAL-1. INSTALL DUAL SURGE PROTECTORS PER HUNTER RECOMMENDATIONS AND ALL REQUIRED CONTROLLER GROUNDING PER HUNTER RECOMMENDATIONS.
⊕	HUNTER WIRELESS RAIN CLICK. MODEL NUMBER HUNTER WR-CLIK.

IRRIGATION NOTES

- Irrigation system is designed to operate off of an existing pressure of 90 psi. after irrigation pump. Contractor to verify pressure **PRIOR TO INSTALLATION** and notify OWNER of any differences. Design pressure at heads to be as noted in legend.
- No irrigation work to begin until final grade has been approved.
- Locate all heads 6" min. from any wall, walk, or curb, and 12" min. from any curb adjacent to parking stalls.
- Bury all mainlines 24" underground to top of pipe. Bury all laterals 12" underground to top of pipe. Bury all drip lines in planting beds 3" below finished grade.
- Pipes in shared trenches are not allowed.
- Brand all appropriate box lids with 1" minimum letters with the following abbreviations:
QC Quick Coupler
GV Gate Valve
SV# Section Valve & Corresponding Controller Station #
FC Drip Flush Cap
- All pipe under pavement to be sleeved in 4" minimum PVC class 200 (unless called out differently on the plan) extend 12" beyond each edge of pavement, sloped to drain. Install prior to paving.
- All valve wire is to be two wire 12 gauge direct burial irrigation wire.
- Heads will be diagrammatic. Contractor to select and install correct arcs as needed for part circle heads. Adjust radii and arc as necessary for no overspray/backwash onto adjacent buildings, walls, or fences.
- Plan has been prepared using limited on-site observation. Plan is diagrammatic and does not reflect all equipment, etc., that could be encountered during construction. All tie locations, mainline locations and lateral locations are approximate and shall require exact location by Contractor.
- Install drip emitters as described below:

1 gallon material	Rain Bird PC-10	1 ea.
5 gallon material	Rain Bird PC-10	2 ea.
Deciduous Trees (1-1/2"-2 1/2" CAL.)	Rain Bird PC-10	3 ea.
Deciduous Trees (3"-4" CAL.)	Rain Bird PC-10	4 ea.
Evergreen Trees (6"-10')	Rain Bird PC-10	2 ea.
Evergreen Trees (11'-14')	Rain Bird PC-10	3 ea.
- See sheet I2.0 and I2.1 for irrigation details.
- Install drip rings at trees in native seed area per detail 3 sheet I2.1.

CITY OF GRAND JUNCTION IRRIGATION STANDARDS:

- Pumps
 - Preferred pumps include the Monroe pump stations with Yakasawa variable frequency drives.
 - Orival self-cleaning filtration with a minimum of 400 micron screening
- Sprinklers
 - Preferred heads include 6504, 8000 series heads, Hunter I series, Rainbird 700 series, 5000 series heads. Preferred Popup heads 6" or taller.
- Wire systems
 - The city of grand Junction Prefers to only Build two wire path irrigation systems including the following.
 - IQ compatible controllers.
 - A minimum of 20% additional zones over the immediate need for expansion room.
 - Grounding every 500ft or 7 valves.
 - Wire splices in a valve box measuring a minimum 10" or greater
- Pipe
 - Schedule 40 pipe is the minimum durability.
 - Metal fittings at all couplings and turns on a mainline 3" or larger.
 - Isolation capability at any intersection and every 5 valves or bank of valves
- Valve assembly
 - Valves must have an isolation on the incoming side of the valve assembly.
 - Unions on both sides of the valve are required in assembly.
 - Valves may only be in valve boxes measuring 24"x18" or greater
- Point source Irrigation
 - Trees must always be zoned independently of ornamental plantings.
 - Drip line in the form of rings and grids preferred.
 - Indicator heads must be present for every 100 feet of linear drip tape or at each header on a grid system.
 - Annual beds must be zoned separately.



Munding Design, LLC
Irrigation Design and
Landscape Architecture
233 Saint Ida Circle
Lafayette, Colorado 80026
720-273-3884

SHEET TITLE:
IRRIGATION DETAILS

HORIZON PARK MASTER PLAN
City of Grand Junction, Colorado

PROJECT:
IRRIGATION MASTER PLAN

SCALE:

DESIGNED BY:
KJM

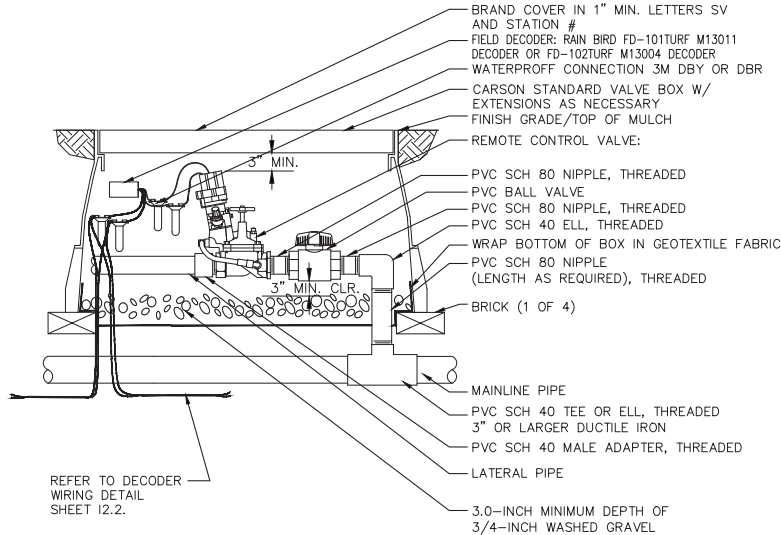
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KJM

CHECKED BY:
KJM

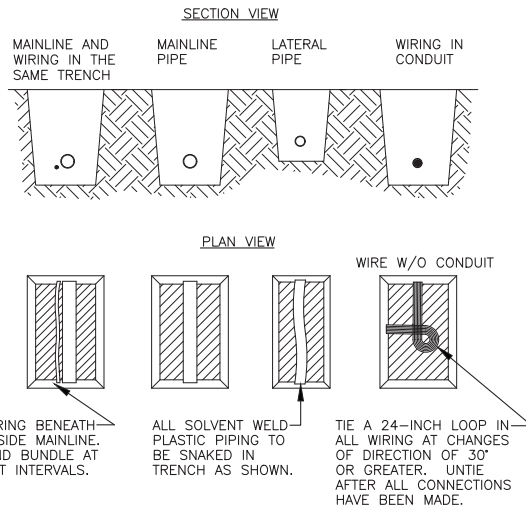
DATE:
January 18, 2022

REVISIONS:

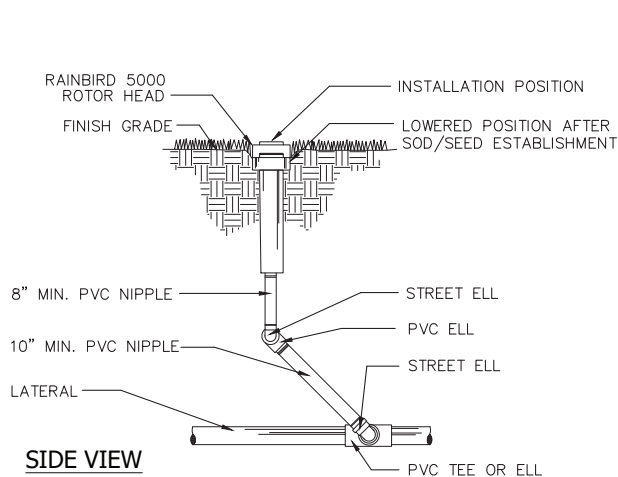
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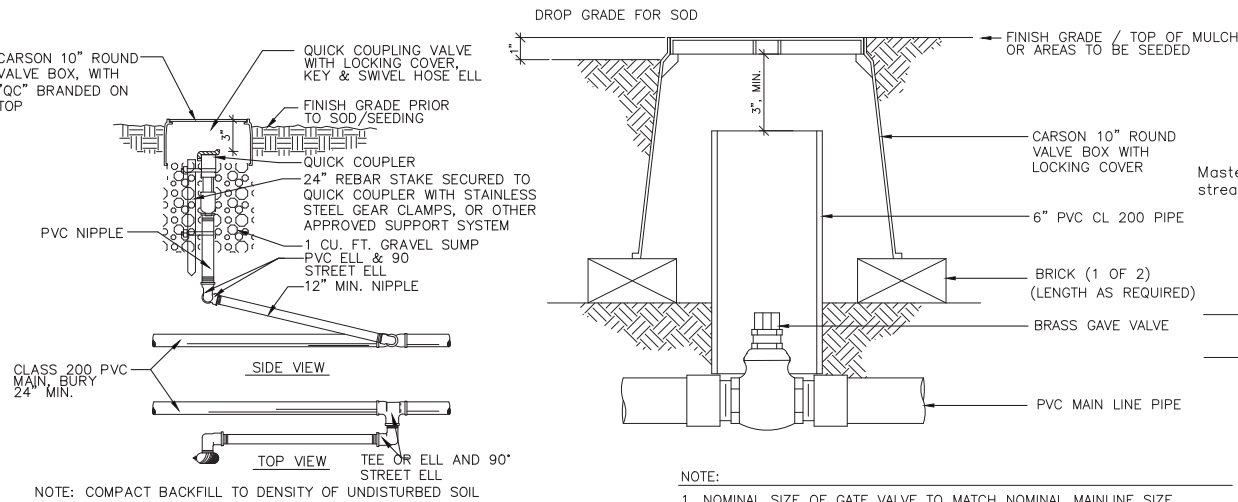
1 AUTOMATIC SECTION VALVE
NOT TO SCALE



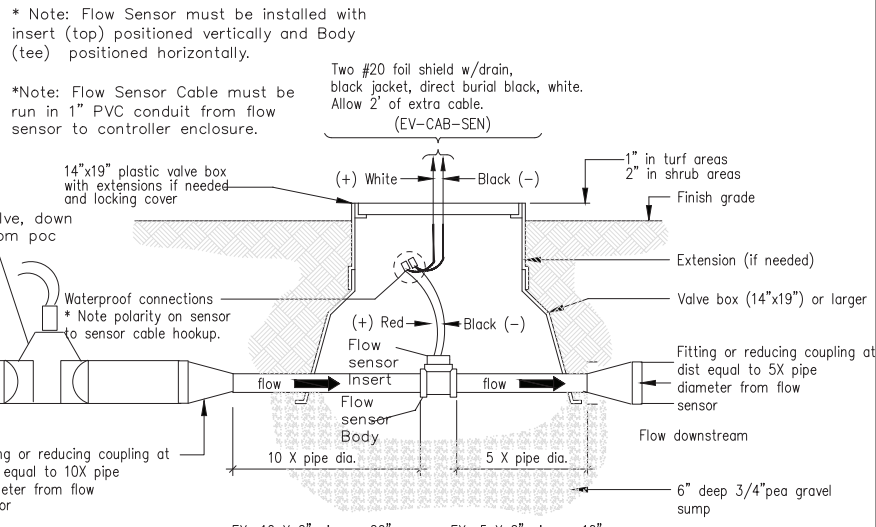
2 PIPE AND WIRE TRENCHING
NOT TO SCALE



5 ROTOR HEAD IN GROUND
NOT TO SCALE



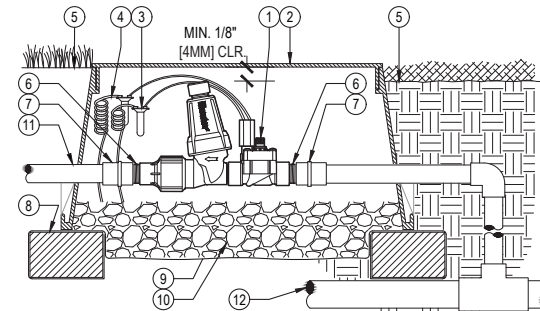
6 QUICK COUPLER
NOT TO SCALE



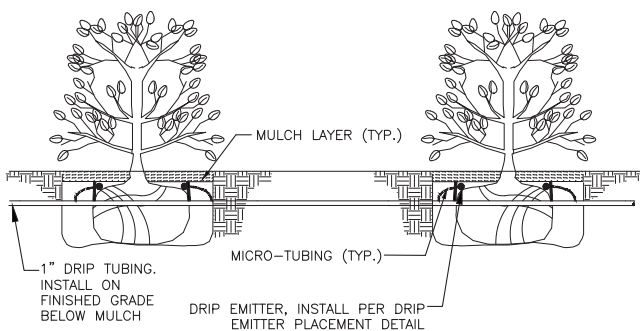
8 FLOW SENSOR/MASTER VALVE DETAIL
NOT TO SCALE

LEGEND

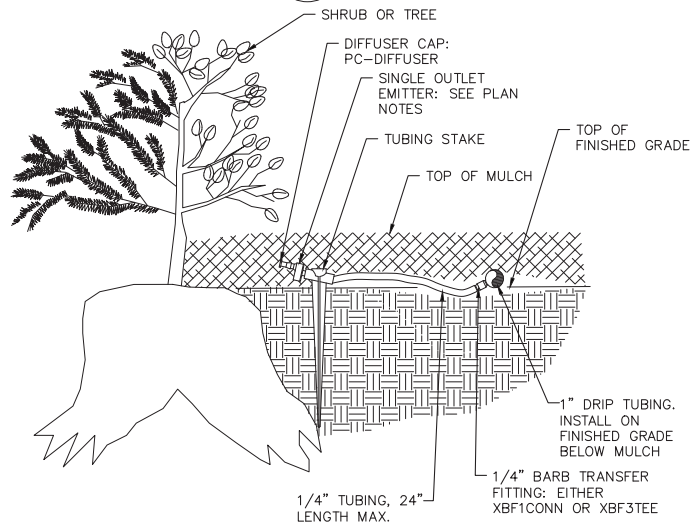
- | | |
|---|---|
| 1 HUNTER DRIP VALVE KIT WITH PGV 40 PSI | 7 VALVE |
| 2 IRRIGATION VALVE BOX: HEAT STAMP LID WITH IN 2" LETTERS | 8 PVC SLIP X FPT ADAPTOR |
| 3 WATERPROOF CONNECTORS (2) | 9 BRICK SUPPORTS (4) |
| 4 18"-24" COILED WIRE TO CONTROLLER | 10 FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS |
| 5 FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH) | 11 3/4" WASHED GRAVEL - 4" MIN. DEPTH |
| 6 SCH. 80 CLOSE NIPPLE, MATCH SIZE TO | 12 IRRIGATION LATERAL |
- MAINLINE LATERAL AND FITTINGS



11 DRIP VALVE DETAIL
NOT TO SCALE



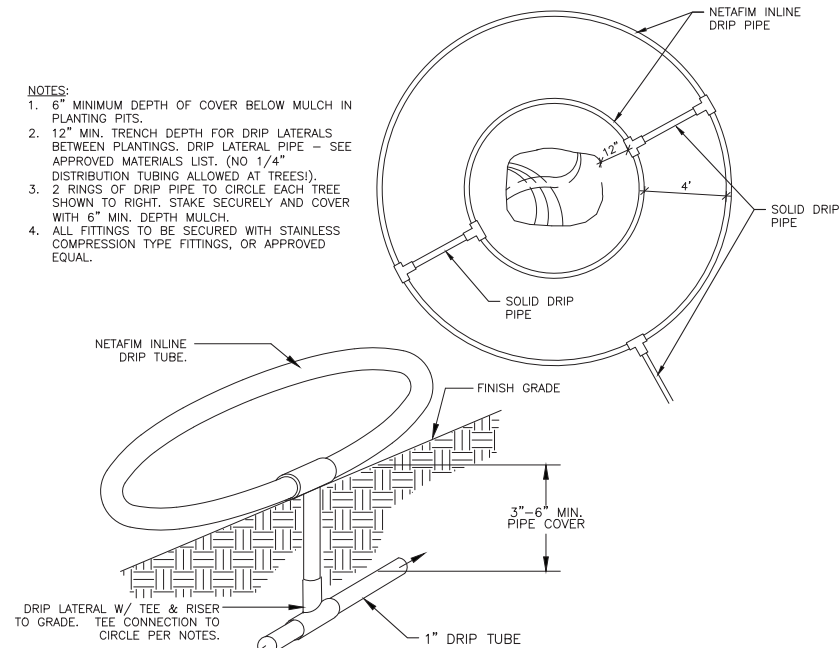
9 SHRUB/TREE EMITTER PLACEMENT
NOT TO SCALE



10 DRIP EMITTER PLACEMENT
NOT TO SCALE

NOTES:

1. 6" MINIMUM DEPTH OF COVER BELOW MULCH IN PLANTING PITS.
2. 12" MIN. TRENCH DEPTH FOR DRIP LATERALS BETWEEN PLANTINGS. DRIP LATERAL PIPE - SEE APPROVED MATERIALS LIST. (NO 1/4" DISTRIBUTION TUBING ALLOWED AT TREES).
3. 2 RINGS OF DRIP PIPE TO CIRCLE EACH TREE SHOWN TO RIGHT. STAKE SECURELY AND COVER WITH 6" MIN. DEPTH MULCH.
4. ALL FITTINGS TO BE SECURED WITH STAINLESS COMPRESSION TYPE FITTINGS, OR APPROVED EQUAL.



1

DRIP RINGS AT TREES IN NATIVE SEED

NOT TO SCALE



Munding Design, LLC
Irrigation Design and
Landscape Architecture
233 Saint Ida Circle
Lafayette, Colorado 80026
720-273-3884

HORIZON PARK MASTER PLAN
City of Grand Junction, Colorado

PROJECT:
IRRIGATION MASTER PLAN

SHEET TITLE:
IRRIGATION DETAILS

SCALE:

DESIGNED BY:
KJM

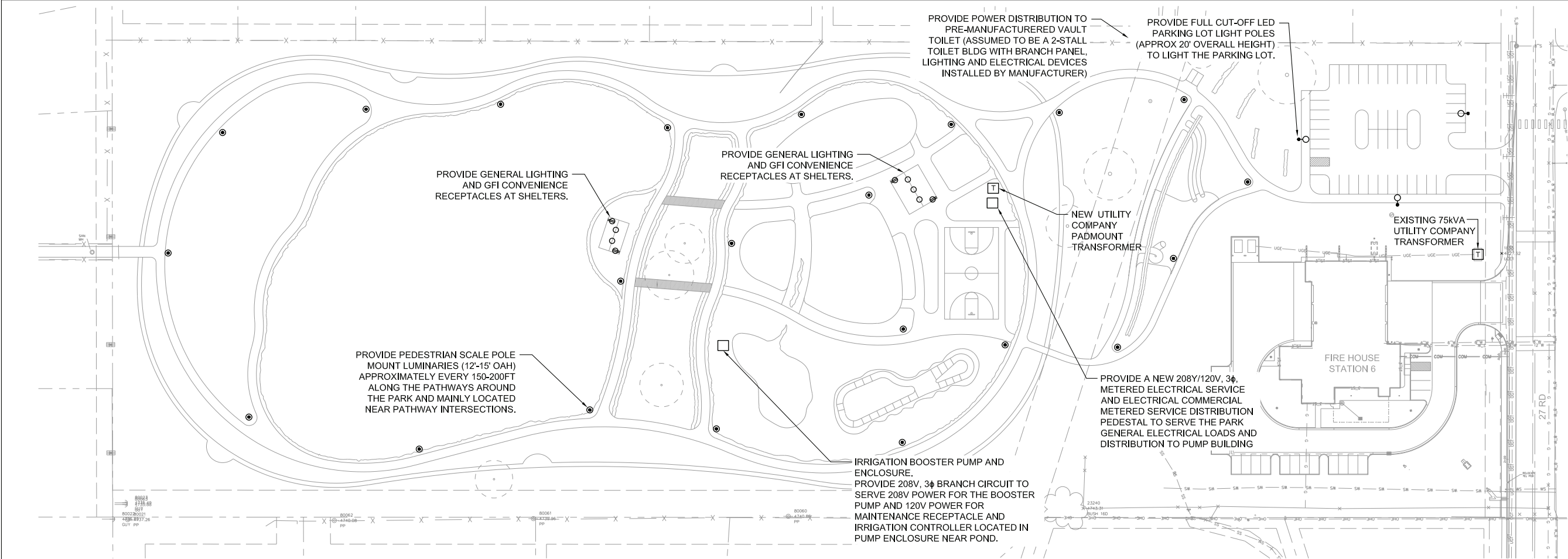
DRAWN BY:
KJM

CHECKED BY:
KJM

DATE:
January 18, 2022

REVISIONS:

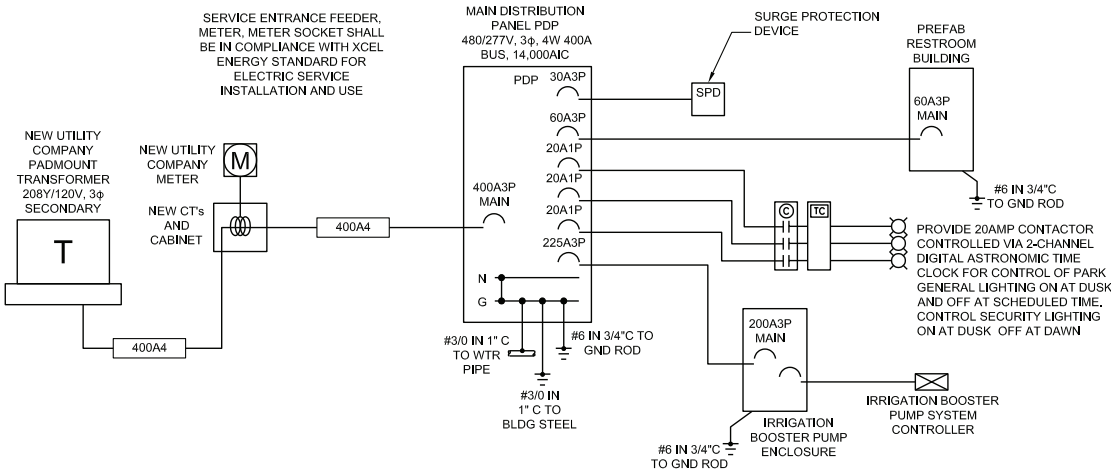
SHEET NUMBER:
12.1



SCHEMATIC SITE ELECTRICAL PLAN

SCALE: 1" = 50'

1
E-1

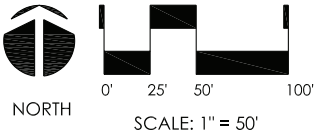


PARK ELECTRICAL DISTRIBUTION ONE-LINE DIAGRAM

Scale: N/A



Know what's below.
Call before you dig.



SCALE: 1" = 50'

SUBMITTALS:

ARCHITERRA GROUP
5881 south delirame street
littleton, colorado 80127
telephone 303.748.0766
www.architerragroup.com



PROJECT # 2110 DRAWN BY: AEL DATE: 1/20/22 CHKD BY: AEL

SCHEMATIC SITE ELECTRICAL PLAN

HORIZON PARK
GRAND JUNCTION, COLORADO

SHEET:

E-1

APPENDIX B

PUBLIC COMMENTS

Comments from Attendees Horizon Park Public Meeting #1 – October 5, 2021

- How about a big dog park and nothing else? Great if we had unlimited funds! So few kids – this is a senior neighborhood. \$1 million vs \$10 million for Matchett farm is not impossible. THINK BIG. 20 yrs is too long to wait. Grand Junction is too big to only have “pocket Parks” – it is a “slap in the face” to the Matchett family.
 - Penny & Irwin Stewart 970.243.0609 irwinandpenny@gmail.com
- Dog park might be nice. Not too much blue grass – water usage. There is a large homeless population who sleeps out here. Please do not make the terrain and bathrooms conducive to increasing homeless.
 - Owen O’ Fallon 970.243.4710 owenandamy@bresnan.net
- A park is very much needed in this empty lot. There’s lots of kids in the neighborhood. We love all of the natural, climbing and water elements. We love trails also. It would be cool to see a community garden. Lots of trees! Maybe a pond?
 - Nicole Lovelady 2651 G1/2 Rd 843.371.2565 nikilovelady@icloud.com
- My vision for Horizon Park includes: 1. Walking path with fitness stations 2. Shade structure with seating 3. Play area for kids – but small – not many kids around here. Matchett Park should be a priority before this park. Thank you.
 - MaryBeth Buescher 4350 N. Club Ct, Unit B 970.270.4275 mbbuescher@gmail.com
- Love bike and walking paths. No water – desert- drought. Shade shelters – yes. Playgrounds – yes. Some material that doesn’t get hot. On a side note, are the dollars from the sell of Barkey Park still set aside for Matchett?
 - Cindie Downs 645-1/2 Broken Spoke Rd 970.241.6518 cinbldie@gmail.com
- Tree-lined, well-drained, put this around the north and south. Grass-up the worst for sledding? The east could be a location for kids.
 - RL Reynolds rlndreynolds@yahoo.com
- Park too small for mountain bikes. Walking/jogging paths – gravel/sand – not concrete. Better access for walkers.
 - B Carter 1111 Horizon Dr #505 970.208.2867 badcarto@gmail.com
- Would like to see Bocce court – currently there are no courts available in Grand Junction.
 - Elizabeth and Craig Robillard 848 Summer Sage Ct 970.433.7141
c42skipper@gmail.com
- Neighborhood pool 😊 Water feature for kids. “Rock” climbing structure for kids. No parking on neighborhood streets.
 - Pete & Janet Black 710 Centauri 970.260.5126 prb710@gmail.com

- I'd like to see workout equipment/fitness stations. I'd like to see track and/or bike course/trails – paved and gravel. I'd like to see canyon view style playground – rock climbing/logs. Balance beams as seen in your presentation (natural theme) swings/slides. I'd like to see grass fields for teams and/or basketball. I'd like to see bathrooms/covered area for parties. Don't want water features.
 - Ryan Lechard 3202 Snowberry Ct 970.589.1083 phaticeclimb@yahoo.com
- I would like to see a fitness area in the middle. Water park for the kids in the summer would be a nice addition as well. I think when you guys are designing this park, think what does Grand Junction not have? Basketball courts, an area for food trucks would be cool as well. Thanks guys.
- Things I would love to see at the Horizon Park: Calisthenic style workout equipment would be awesome. Basketball court. Canyon view style jungle gyms that include both young and older children. Sand boxes with different child activities. Running track - I'm not sure cost but if rubber style like stocker stadium (not same size).
 - Eddie Thom, 2665 Cambridge Rd 970.216.6601 ethom34@gmail.com
- There is not a dog park north of town. That would be a cheap alternative.
 - Irwin Stewart 715 Galaxy Drive irwinandpenny@gmail.com
- If there is a water feature I would love to see a firetruck/firefighter themed part to it in with the neighboring fire station. Would love to see solar used to power fixtures or some form of renewable energy. "Stem" style playground equipment to encourage kid growth. Physical fitness stations around a track (walk/run course).
 - Tyler.Glassman25@gmail.com

Grand Junction Speaks

Published Comments for October 13, 2021 Parks and Recreation Meeting

Horizon Park Master Plan

After reading all the comments (which I should have done prior to posting), I agree with the idea of retaining and upgrading the walking path to cinder or asphalt not cement, adding shade structures and more trees, and maybe a water feature if the city can support maintenance of such a structure. The idea of making this park unique to the area and keeping the grass at bay makes sense. A sensory area like the park in carbondale could be amazing. A bike jump area would replace the dirt jumps that used to be located near the canal on what became the new Juniper Ridge School would replace those jumps that were lost to residents. The music park in Durango is a favorite of ours too when we pass that way. A climbing structure that mimics the desert environment would be most appropriate. Carbondale sensory walking path <https://www.pinterest.com/pin/375276581434166920/> Music Park in Durango: https://encrypted-tbn0.gstatic.com/images?q=tbn:ANd9GcS_v2GYmGGduvFObCUyXAY2lOad4mOpIOGI9IJX0kXLgNbVNBgMInY6xmDvIZNKMEIstories/Enterprise_Santa-Rita-Park-Durango---Play-Play-Play.jpg&usqp=CAU Zurich area that has been reclaimed/revitalized <https://www.zuerich.com/en/visit/attractions/zurich-west> The park in Zurich was outside this hotel and butted up to the train tracks and the central rail station for the light rail <https://www.hilton.com/en/hotels/zrhspgi-hilton-garden-inn-zurich-limmattal/gallery/>

October 13, 2021, 10:38 AM

Betsy Warner

2682 G 1/2 Road
Grand Junction, 81506

Hello there, My husband and I were not able to attend the first meeting. The site plan looks amazing. We live on G1/2 adjacent to the park. A basketball court and potential tennis/pickleball court alongside as pictured would be wonderful; A shade structure with a place to rest would also be amazing. I am a big advocate for a play structure/ climbing structure and water feature too. I want it all! My family would also be thrilled to see a small bike jump area if that would be feasible. Here is a really amazing and durable outdoor area we recently discovered in RINO area of Denver. https://encrypted-tbn0.gstatic.com/images?q=tbn:ANd9GcSE7CPT5K3ABZ0HN_3ff0SOe9owsGkAzedbyYQZoJ7TEU3x6bCCIkhe7DI6_A1x9TDYIfcdn.com/content/v1/58e6f0e7d482e905728aab5a/1607976886480-YQ6F66H8ARFGLT75IVH2/The%252BArt%252Bof%252BConcrete%252B-%252BRiNo%252BPark&usqp=CAU There is an urban meadow at one end of the park too full of sunflowers, cosmo, and other flowers. <https://www.theartofconcretellc.com/rino-park>

October 13, 2021, 10:17 AM

Betsy Warner

betsy.warner@d51schools.org
Grand Junction, 81506

I think a splash pad with lots of room for different age groups would be great. A walking path through a sculpture park would be a really neat addition to the area as well. Something more than just your typical park!

October 12, 2021, 7:21 PM

Amy Haffer
591 Milleman Street
Palisade, 81526

Would this possible be a good site for a Grand Junction recreation center? What is going on with a Grand Junction recreation center? The recreation centers in Fruita and Montrose are amazing! I drive to Fruita all the time just to go there.

October 12, 2021, 2:18 PM

Mariann McCloskey
2514 Onyx Drive
Grand Junction, 81505

I'm a 8 year old and here's what I think. (transcribed) We like traveling to different parks, so this park should be different than the other parks. We don't mind traveling, so lots of kids will come even if they don't live close by. It looks easy to get to and we would go there a lot. Splashpad! I wish there were more splashpads. Some other water would probably be nice. Musical instruments (like someone suggested below). All of the climbing things from your slideshow, monkey bars, things that are like monkey bars but are ropes or other hanging/climbing things. Tightwalking/ropewalking. Definitely a bunch of rocks to climb up and a bridge to get to another big one. Things that are challenging. Tunnels--round tunnels that are long and bridgy. Fitness equipment and climbing things that the adults that bring me to the playground can do because it is fun doing things together. For the walking area, rocks are cooler and not as hot as pavement. They are good for running on. Lots of access to drinking water, tables, and bathrooms. I like the metal rusty shade things in the slideshow. There are already a lot of pickleball courts here, and I like the tennis courts we have, so I don't think we need to make more space for those. I like the digging equipment you have in the slideshow. I haven't played on those much and they look like fun.

October 12, 2021, 9:58 AM

Caius Nicholson
393 Sunnyside Court
Grand Junction, 81501

Why on earth is Horizon park even on the agenda when there are existing parks that have been put on hold for development fo rover 20 years in urban areas? For example; West Lake park has an extension that has nothing but weeds and absolutely NO maintanance for over 20 years. Why not take care of what is in central city limits first. Create and connect from the city to the suburban areas. The youth in our community need this first. Then work on placing proper sidewalks and bike paths to connect to the outlying subdivisions.... let's connect Grand Junction with a smart approach!

October 11, 2021, 8:37 PM

Katie Lorentzen

Accessibility: Having a place to drop off/pick up to free up parking lots from crowding include a bus stop install bike racks Inclusivity: have a portion of the park include accessible toys/ equipment for the disabled and those in wheel chairs. Include Public statement of inclusive play. a button with audio announcing inclusive play area. Braille. This could be located near a map that includes pictures for those who can't read. Include a changing table in both the men's and women's bathrooms. Safety: Have a safety telephone booth or emergency call button. Consider adding a fence around the actual playground equipment area. Many playgrounds are close to roads, and children wander off into danger because an adult is distracted. Ideally adults would never be distracted. But fences add another layer of safety. This is especially important if there is a child with autism that is at higher risk of elopement. Canyon view park scares me so much because children can easily run off to the water and fall in and drown. please see this picture <https://patch.com/new-york/upper-east-side-nyc/upper-east-side-needs-more-playgrounds-comptroller-says> and this picture <https://www.futurelearn.com/info/courses/play/0/steps/17711>

October 11, 2021, 3:20 PM

Mary Dodge
654 faircloud way
Grand junction, 81504

While I would love to see the city of Grand Junction build a lovely splash pad with walking paths and a musical section as so many others have requested, I am curious why this is going forward at Horizon park when a need was already declared for the central and East sides of town and Matchett was already planned. Could we not be going forward with that in stages to address the needs of the whole population? Why are we building a brand new park at Horizon instead of continuing forward with the one we already planned? That said, a nice splash pad, walking paths, and maybe some guaranteed pickleball courts would be a lovely addition.

October 11, 2021, 7:49 AM

Tara Lemke
611 28 3/4 Rd
Grand Junction, 81506

With consideration of our elderly population and the general chaos of the world, might we consider a meditation park. A place with quiet walking paths, reflective ponds, a meditation labyrinth, a vista to look out at, beautiful shade trees and shrubs that could tolerate the heat, but also offer more soft scape attractions. I would love to see plenty of seating woven throughout the space for people to sit and talk quietly or reflect. A pavilion tucked into a corner, where the community could gather for tai chi lessons, yoga, mindfulness classes, maybe even small group local schools could perform music concerts for the public. There could be a sequence of mindfulness activities to do for those who are new to mindfulness and meditation, each station a new space to try a mindfulness activity. I am a meditation instructor and I think our community could really benefit from such a place. I have 5

children in the public school system and I know children could benefit from coming to a quiet place and training their minds to be still and to listen. I also believe this would really bless the adult population in our community.

October 8, 2021, 11:08 AM

Juli Larsen
2341 Knoll Circle
Grand Junction, 81506

Due to the limited size of the property, I'd love to see a family friendly use of the park AND a walking trail surrounding it for the many seniors in that location. PLEASE compare notes with other planning departments to see what has been successful and welcomed in their towns. We need bang for our buck and great use of our public space. It is a sloped property and perhaps some tiers for dedicated usage/plantings would work. A water feature for children would be fabulous for this end of town. Thank you for seeing the need in our town for planning public land use.

October 8, 2021, 12:34 AM

Mary Ellen Spurr
650 Avalon Drive, Grand Junction, CO, USA
Grand Junction, 81504

Playground equipment (appreciate the parks that provide a variety of age appropriate equip), par course, and picnic shelters are basic amenities so that people may enjoy the outdoors. With the reality of climate change, I question the idea of any water feature, perhaps a climbing feature could be an option. Walking /hiking paths would add an exercise component that could be an avenue for a par course. I appreciate the interest in pickle ball, but disagree that this park is the correct location. I think the development of the park with open space for running and playing would be an asset.

October 7, 2021, 7:51 PM

Bethany Hoffman
3755 Horizon Glen Ct
Grand Junction, 81506

The neighborhood consists mainly of senior citizens. We would enjoy shade trees and walking paths. Personally I would enjoy paths wide enough to ride my three wheel bike. Riding on the roads is dangerous, especially for us slower, older folks. In any event, please no dog park! Unrestrained dogs can easily knock down an older person

October 7, 2021, 7:41 PM

Maureen Bloemsma
2700 G Road #1A
Grand Junction, 81506

Would really like to see some nicer basketball courts for outdoor use with sport fencing or something around them - the ones at Longs are trashed and Canyon View is just really a slab of concrete - think like the tennis courts at Canyon View but for basketball ☐

October 7, 2021, 6:17 PM

While creating a park for human use and enjoyment, please plan for nature and solitude - examples: Maximize your Urban Forestry program with ample tree planting, and not just ash trees, as they are struggling. Avoid over-grooming, instead plant wildflowers as ground cover that do not need mown where the grassy areas merge into bushes. The National Wildlife Federation (think Ranger Rick) offers a Certified Wildlife Habitat program explaining how to offer native plants for food and pollination, sources of drinking water, shelter in bushes that are linked together as a corridor rather than spaced out individually, places to raise young, such as nesting boxes, bat boxes, and the like. Use the perimeter of the park as a wildlife-friendly corridor. When planning for natural drainage, add a pond as wetland to attract migrating birds. Plant cattails for the red-winged blackbirds and milkweed for monarchs. Place the pond in the quietest part of the park. Place it FAR from the dog area. Fence the quiet/wild space off with split-rail fencing with welded wire, which will keep dogs out but allow quail and rabbits to easily pass through. Use this wetland area also for those seeking contemplation or meditation; add benches. Place ample clear signage explaining that area is the quiet spot. Obtain Certified Wildlife Habitat status and post signage of same. Do NOT light that area at night. Use hunting cameras for security if needed. See <https://www.nwf.org/garden-for-wildlife/create>. Think of the quiet corner as a desert-oriented Japanese Zen Garden. Consult with the Grand Valley Audubon Society and CSU Extension for ideas. With thoughtful planning, our parks can be for critters and quiet time, too.

October 7, 2021, 11:54 AM

Jessica Segrest
821 27 1/4 Road
Grand Junction, 81506

While creating a park for human use and enjoyment, please plan for nature and solitude - examples: Maximize your Urban Forestry program with ample tree planting, and not just ash trees, as they are struggling. Avoid over-grooming, instead plant wildflowers as ground cover that do not need mown where the grassy areas merge into bushes. The National Wildlife Federation (think Ranger Rick) offers a Certified Wildlife Habitat program explaining how to offer native plants for food and pollination, sources of drinking water, shelter in bushes that are linked together as a corridor rather than spaced out individually, places to raise young, such as nesting boxes, bat boxes, and the like. Use the perimeter of the park as a wildlife-friendly corridor. When planning for natural drainage, add a pond as wetland to attract migrating birds. Plant cattails for the red-winged blackbirds and milkweed for monarchs. Place the pond in the quietest part of the park. Place it FAR from the dog area. Fence the quiet/wild space off with split-rail fencing with welded wire, which will keep dogs out but allow quail and rabbits to easily pass through. Use this wetland area also for those seeking contemplation or meditation; add benches. Place ample clear signage explaining that area is the quiet spot. Obtain Certified Wildlife Habitat status and post signage of same. Do NOT light that area at night. Use hunting cameras for security if needed. See <https://www.nwf.org/garden-for-wildlife/create>. Think of the quiet corner as a desert-oriented Japanese Zen Garden. Consult with the Grand Valley Audubon Society and CSU Extension for

ideas. With thoughtful planning, our parks can be for critters and quiet time, too.

October 7, 2021, 11:48 AM

Jessica Segrest

821 27 1/4 Road
Grand Junction, 81506

We definitely need a water feature/splash pads of some sorts!

October 7, 2021, 8:27 AM

Holly Arnold

486 1/2 Tracy Drive #2
Clifton, CO, 81520

As you may have noticed by the attendance at the Tuesday night meeting, there are a lot of older people in this neighborhood. A paved or asphalt path is needed, versus gravel or crushed rock.

October 7, 2021, 7:56 AM

Sandy Martinez

2679 Cambridge Dr.
Grand Junction, 81506

I would love to see a water feature in this park. With the increasing heat in the summers, it would be a nice amenity that is not available elsewhere. The short-lived one downtown was a huge draw, but not the appropriate place to have it. My grandson insisted on a tour of our parks this summer, and he loved the new playground equipment at Sherwood Park. I'd like to see some climbing features and unique features that are not found in other parks. Tennis and pickleball are available elsewhere and take up too much space. This is a fairly small space and will act as more of a neighborhood park. It needs to be family-friendly and geared toward children.

October 6, 2021, 11:28 PM

Kristin Winn

713 Ivanhoe Way
Grand Junction, 81506

Would LOVE a park in this part of town. There are very few parks to take my children to in this area. Playground and other amenities as my children get older would be amazing.

October 6, 2021, 10:18 PM

Laurie

1601 Cortland Court
Grand junction, 81506

This town needs splash pads! Combine with a playground and pavilion with restrooms and you have a very popular park. Foxboro North Regional Park, 1120 W 1100 N, North Salt Lake, UT 84054 is a wonderful example of what we need.

October 6, 2021, 8:45 PM

Tamara Mancuso

Please provide more pickleball courts! Pickleball is the fastest growing sport in the country and tournaments bring in revenue. Every year the tournaments have grown and set new records for attendance and more and more age groups are joining in the fun! Several cities in the country have created a niche market for tournaments because of their offering of dedicated pickleball courts. Grand Junction has favorable weather year-round and could easily capitalize on this market and establish itself as a pickleball destination city. Thank you for your consideration!

October 6, 2021, 8:33 PM

Lorrie Martin
755 Grand Vista Rd
Delta, 81416

I think a splash pad for hot summer days would be nice, since they shut down the one downtown. Also a very large playground along the lines of canyon view would also be amazing. Some dirt running paths would also be awesome. A place for bmx bikes and a concrete skate park. Also picnic shelters with bathrooms. A large grassy lawn for games or just relaxing. I have to keep my dog leashed at all times so a dog park does not interest me.

October 6, 2021, 7:31 PM

Cari Knaudt Lausier
373 N peach st
Fruita, 81521

Please consult with other cities who have developed new parks in the last year. Get feedback of what has and hasn't worked. I feel GJ likes to reinvent the wheel when planning let's ask other areas on Westslope. Canyon view park playground is the worst design. Remember parents want a safe and have kids in eyesight without a billion blind spots. Also please make it useful for kids with all needs. Children who are non mobile need to feel included.

October 6, 2021, 7:28 PM

Alicia Pedroza
2125 Texas ave
GJ, 81501

Playground equipment, and picnic/ gathering shelters are always an attractive amenity. I am a proponent of walking paths, benches, and thoughtful and plentiful placement of trees. If parking is adequate, perhaps an amphitheater, or a reflective site. Please, no pickleball courts! ;-)

October 6, 2021, 7:16 PM

David Keith Hoffman
3755 Horizon Glen Ct
Grand Junction, 81506

We have too many parks poorly designing with nothing to draw families-activity. Lots of grass, even though we live in a desert. When is the city going to recognize this and design a park that isn't wasteful> A design that attracts families and activities reduces crime, obesity and fosters community. Consider Spring Valley Park. One picnic table. Gallons of water for nothing. No walking path, play ground, basketball court, nothing but watering grass. Take the time to do research on parks in desert communities similar to Grand Junction.

October 6, 2021, 6:35 PM

Kellie Jackson

3250 Woodgate Dr
Grand Junction, 81506-6506

With the vibrant artistic community that we're lucky to have, I would love to see a wide walking trail in sand flanked by trees for the very needed shade. This wide walk could serve as and "Art in the Park" venue for spring, summer, and fall where painters could exhibit their work and demonstrate their techniques in the shade. I would love to see less water thirsty grass and more spaces for activities, and many more trees. A roof somewhere for music players would be nice too, as well as some of the children's activity possibilities shown in the pictures, like the fountain. Thank you.

October 6, 2021, 6:19 PM

Maria E. Cuthbert

444 Mountainside Lane
Grand Junction, 81504

I think both tennis courts and pickle ball courts WITH lights would be great, especially if none are planned for Sacomanno Park. CMU and Canyon View are great for league play but we need more tennis courts (smaller number of courts at each new location but with more locations that are accessible to our neighborhoods) because it becomes difficult to find courts on league nights or when the High School is using them. This is not a pickle ball vs tennis issue. Both sports are very popular in our area and deserve support from the city that we all live and pay taxes in. Please think ahead to meet the demands of a rapidly growing North GJ community!

October 6, 2021, 6:04 PM

Rob Boyer

2638 H Rd
Grand Junction, 81506-4848

I just love Rotary Park in Moab especially the musical instruments. If you haven't been there, I recommend it. I would love to see that in Grand Junction, please.

<https://www.onlyinyourstate.com/utah/moab-rotary-park-ut/amp/Thank>

October 6, 2021, 5:26 PM

Mary Ellen Ireland

1932 N. 8th Street
Grand Junction, 81501-2922

I read somewhere in your information/correspondence that you are not contemplating

Pickleball courts at this park due to the expansion of them at Lincoln Park. That expansion comes after new tennis courts at Canyon View. Which makes no sense due to the tennis courts at LP getting little to no use. Several of us pickleball players have heard from tennis players that they do not like playing tennis at Lincoln Park. So with that said, the new PB courts there cannot come soon enough. Even with that expansion, there will still be a severe shortage for this fast growing popular sport in our community. Please consider pickleball courts at this new park. It seems to me the most cost effective way to get more courts This sport is not going away. It is only going to get more and more popular for all ages. Thank you Alecia Gordon
October 6, 2021, 4:47 PM

Alecia Gordon
2093 Link Lane
Grand Junction, 81507

We need more Pickleball courts because too many players for the amount of courts and would be nice to have more indoor courts in the winter. Thanks
October 6, 2021, 4:45 PM

Gaylen kettle
893 20 road
Fruita , 81521

We need more pickleball courts.
October 6, 2021, 4:39 PM

gene w benson
2855 1/2 Mesa Ave
grand junction, 81501

Dedicated Pickleball Courts. Look up Brigham City, UT. Their vast array of dedicated courts has put this town of 20,000 on the map. There is a wonderful pro in GJ and a very active club. Dedicated courts would bring tournaments and possible pro events to GJ.
October 6, 2021, 4:36 PM

Lionel Atwill
2336 W. Entrada Trail, #20
St. George, 84770

Horizon Park - Phone & Email Comments - 10/13/21

I would like to see distance markers on the walking path. We are all wearing health bands that give us steps, many of us think in miles. Thanks

I have one more suggestion for planning Horizon Park. I hope the Landscape Architects will look at how the ponds have been done at Canyon View Park. The ponds (for irrigation water) provide for ducks, fishing, and place for happy dogs to fetch back balls. The use of the compressors to raise water pressure for spraying grass, also run the aeration bubblers in the ponds. Adding air to the ponds is super important to keep the fish alive and the ponds cooler. The fish eat insects (mosquitoes) and duck poop, and the ecosystem is balanced effectively. The success of the ponds at Canyon View could be duplicated at Horizon Park. Please forward this to appropriate

Hello!

I think a new lark would be great!

When we moved here from another metro area we were disappointed at the lack of "splash pads". We lived in Milwaukee where the weather was nice much fewer months and splash pads were everywhere.

Id love to see more splash pads around here. Ones that have much more going on than Lincoln park pool.

Also, how about a ninja warrior type course! I think that would bring in people of all ages... A healthy way to recreate.

Another bike park area similar to CMU?

Another pool? That could potentially be indoor/outdoor.

Swim lessons can be hard to come by.

Finally, a walking/running trail.

Oh! Maybe a similar dog park to Palisade river bend. Thats the best!

Thanks

I attended the (nicely done) meeting about Horizon Park last night, and want to add a couple of comments that I have thought of since then.

First, I was very surprised that the Landscape Architects had not visited Canyon View Park. They should be "required" to carefully consider the facilities there. Canyon View is the most useable and accessible park in the region, and is literally crawling with users every weekend. To have people come in from the outside, expend effort putting together maps and proposed playground equipment / facilities..... and not look at what has been so successful here, makes no sense.

Second, I think it might be appropriate to consider having some sort of security camera placed somewhere in the park. Vandalism and other crimes are always possible, and security systems are fairly inexpensive. CMU gym and underground parking have a nice system which I understand is / was on a 48 hour continuous loop, and might be looked on as an example although it is a dozen years old.

The meeting was well attended and run, by the way. My sister went to one group and I went to another. She told me afterward that a part of her group was made up of "crabby old people" who didn't want any park there, or were complaining about taxes. Just so you know that the group I was with (about 25 people) were all very excited and enthusiastic about Horizon Park. Don't let the tail wag the dog. Ha!

I received your request for comments regarding the plan for Horizon Park on 27 Rd.

This park has potential to be a wonderfully relaxing and pleasant area for residents of its surrounding neighborhoods. Walking paths, trees and large open grass areas, childrens' playground, picnic/shade pavilion, etc. would be great; something like say Sherwood Park. I don't think the area needs many, if any, active amenities (skateboard, basketball courts, etc.) but instead should be a wide-open green area that would be a pleasant escape from the noise and traffic on 27 Rd and, especially G Rd. Grand Junction needs more green open-spaced areas and Horizon Park is potentially a great one.

And thanks for asking.

Gray Larkum

We just received a phone call and they wanted us to send you their comment.

They are "overly happy" that we are putting a park in.

We would like the Park to mostly be walking paths and open turf.

Thank you.

Kathleen & Bill Hollingsworth

Horizon Park - Survey Comments 10/13/21***Do you have any concerns you want to express?***

We border the park with an easement for the the ditch rider that keeps us from fencing, but we would really like a fence between our driveway and the park

An indoor pool would be wonderful!

I feel that it is a serious waste of money considering the size of the area and the fact that only 30 cars will be able to park. There are insufficient access points. A hill to climb on both sides and a narrow pathway with "on street" parking in a cul de sac, do not make it viable. This area does not have many families with children. There is no chance that water features, splash pad etc. for kids will happen. Dept. of Health will put paid to that.

Keep large trees

Why is this park development a priority when the West Lake extension has been on hold for over 20 yrs??????

Avoid transient camping, consider wildlife, pollinators, birds, plants... make it a natural peaceful place to escape and contemplate, add a natural water feature for migrating birds etc. Go to NWF Certified wildlife habitats for how to focus on this easily while still catering to human needs

This, with other undeveloped park space across the city could provide areas on which to build neighborhood rec centers. Another perfect location would be the Berkey Park property. Neighborhood locations would give people the chance to actually form cohesive connections with their neighbors and these would create neighborhood jobs. I would also like to see some trails at our local parks remain dirt paths or paved with asphalt instead of concrete as those are easier surfaces for many walkers.

I don't see this as a "destination park" rather a local community park with just the basics. I use this daily and see joggers and people walking dogs. The proposed park is surrounded by residential housing on 3 sides so adding amenities that would encourage use late evenings or early mornings could be problematic.

Bathroom facilities are essential.

As a neighbor to the park, I am both interested in the development and also concerned about appealing to the homeless population. The park is located in what is currently a quiet residential area. While it would be nice to have a park nearby, it would not be nice to have an increase in littering, vehicle break ins, and vagrancy. Perhaps the proximity to the fire station would discourage that? I hate to be negative about something that could be a nice community asset but it's a very real concern

If the city plans to close the 12th street tennis courts too be turned into Pickle ball courts, that opening a few tennis courts over at Horizon Park would be a great substitute.

I said I didn't think the development of the park is a high priority, only because there is no "neutral" option to the question. If the city decides to develop it, that seems fine to me and if they don't - they don't.

Community Center

I think a lot of people use it for walking now and that you want to make sure you maintain a walking trail.

Safety access on 27 Road via walking

homeless population

vandalism

I'd love to see a community center that resembles something like the Montrose community center with a pool, splash pad and climbing wall.

reduce water and pesticide use please.

We are already seeing an increase in homeless people in this area. Putting in a park with shade and splash pads will only increase that more.

I would rather see funds and resources spent to develop Matchett park and/or a recreation center. There is already seed money from the sale proceeds of Burkey park.

I am concerned about the proximity of the park to Horizon Drive and the increase in the unhoused now living in hotels on Horizon Drive. Will it be safe?

I don't feel like this is a high density residential area, but it would be nice for the travelers that use the hotels on horizon drive.
I would like bike and walking paths connecting town like Fort Collins. So many bikers, but nothing connects off the streets and very few bike lanes.
Going to have to have a light or pedestrian walk ignorer to cross Horizon near the park
I've seen in the comments that pickle ball courts are desired, which is great, but tennis is also growing in the valley, it's often hard to find a court at CV or I've been kicked off before too. I like Lincoln Park because of the lighting. I don't really care for pickle ball, whichever courts you decide to put in please consider putting lighting in at all the courts, including Canyon View.
Nope
Please do not put in acres of water thirsty Kentucky blue grass! Think about planting drought tolerant shade
No may GOD bless this structure!
Need to provide adequate parking.
No- thank you for building this park!
I see this as more of a neighborhood park than a regional park. Make it kid friendly, with great playground equipment, a splash pad for those hot days, places to walk, and plenty of shade. Since there are no trees presently, that may mean constructing shade structures until trees have a chance to grow.
Pickleball is not a priority for any park unless you are catering to the wealthy fraction that can afford to make their own park!
I like the idea of keeping oak natural feeling but with some added trails, shade and nicer greenery. A play and gathering area would be nice, as would basketball court if near station and not taking up green space.
Also please advertise these better! Put a sign out front of station at least. I drive by everyday and am in multiple city mailing lists and I never heard about Oct 5 mtg.
Bathrooms/access to drinking water and fences? Will those be implemented as well?
I don't doubt the need for the development of the park, but if I were to pick one top priority for Grand Junction, it would be a rec center. This would serve many more people and is desperately needed.
Perhaps not part of the master plan, but boy do we need more soccer, lacrosse, football and baseball fields.
Even though I am not elderly and still have kids at home, I think we need to dedicate some space to our elderly population. We have lots of parks for kids, but very few spaces for our elderly to enjoy nature at their own pace and in their own way. I would love to see a meditation park with various stations and attractions that people of ALL ages could enjoy and emotionally benefit from.
Continental drive access would be clutch for that neighborhood!!
Please add soccer fields
Avoiding courts of any kind. Avoiding large parts of the park being used or needed for parking. Keeping the park available for light exercise and outdoor space for the neighborhood.
The Maggie Delay park in Chicago is a good example of using terrain shape for a play area. They have slides and climbing walls built into the slope of land.
Also the play area at Frisch Elementary is a fun and different structure than others around grj.
These are suggestions from my 9 and 6 year old.
Mine would be to keep the walking path around the area and as much natural grass as able to limit watering needs.
Consider having a small fence around the smaller play ground for toddlers.

Don't nerf the equipment! Nerf means "making it super safe"--or "dumbing it down." Most playgrounds in GJ have low-risk play areas that are TOO low-risk, and don't challenge older elementary kids enough to push their boundaries and develop excellent judgement about their abilities. Consult current developmental psychology--these skills and this playset is important for students' balance, strength, and self-confidence in the classroom as well as at the park.
Grand Junction does not need another stop wasting money
STRICT DOG POOP CLEAN UP - SECURITY CAMERAS!! WE NEED A HUGE WATER PARK!!!!
The neighborhoods near this immediate area have NO playgrounds for kids, so we really hope that will be provided here. Thank you,
Please find ways to keep everyone safe while enjoying the park. Thank you!
It would be nice to have a Community Center but this site is too small. Can we please put a GJCC at the top of the Parks list? I think Horizon Park will be nice for the area as long as other priorities aren't lost in the planning.
I have little kids but I believe or city has plenty of great parks! I think money would be better spent on a rec center for the city of GJ
We live in the neighborhood and love this area for its walking path ans its quiet nature. It is a nice quiet retreat. I would like to see it stay more on the quiet side and more natural.
Need a good Rec center
Less grass. We donâ€™t need more lawns. People donâ€™t use their own grass they over water. Make this a natural park- do something different for a change.
Is it true that this land was donated to the City under special circumstances? If so, those should be honored. what research was done that this was needed in the area? Have other parks around town with broken equipment gotten upgrades? I haven't seen that. Westlake Park has broken equipment and there are still large chunks of concrete all over...
I do believe grand Junction needs a community center.
More than a park but if this is all that we can get then itâ€™s better than nothing.
We need many more trees, less grass.
It would be nice to have more fields available for a variety of sports - soccer, flag football, etc.
I have heard concern about homeless population taking over the area??
Please fence in the play structure to make sure kids don't run away. This is especially important for Neuro atypical children whose sense of risk is low and is in danger of running into the street.
Long park, for example, is right by Patterson and kids run off into the parking lot and almost into the road.
Even the most attentive adult can find that thier child has run into danger
Handicap accessible swings and playground that have a component of sensory tools.

What facilities and amenities are you
supportive of to be built at Horizon Park?
(Check all that apply)

	Online Survey Results		GJ Speaks		Email/Phone		Public Meeting	
Answer Choice	Response Count	Response Percentage	Response Count	Response Percentage	Response Count	Response Percentage	Response Count	Response Percentage
Walking Path	194	78%	9	30%	4	57%	17	27%
Shade Structures	189	76%	1	3%	1	14%		
Playground	175	70%	9	30%			8	13%
Park Shelter	139	56%	6	20%	1	14%	8	13%
Natural Play Structures	136	55%			1	14%	5	8%
Open Space	131	53%			4	57%	5	8%
Splash Park/Pads	112	45%	6	20%	1	14%	1	2%
Trail connections and expansions for hiking, biking, and walking	113	45%						
Outdoor Exercise Stations	79	31%	1	3%			7	11%
Basketball Courts	70	28%	2	7%			4	6%
Climbing Walls	68	27%	3	10%			3	5%
Pickleball Courts	65	26%	7	23%			1	2%
Dog Park	54	21%			1	14%	4	6%
Tennis Courts	43	17%	2	7%				
Disc Golf	38	15%						
Skate and Bike Park	36	14%	1	3%	1	14%		
Water Feature	-	-	3	10%			7	11%
Total Responses	247		30		7		62	

**Comments from Attendees
Horizon Park
Public Meeting #2 – Nov 9, 2021**

COMMENT SHEETS

Concept Preferred – THE MESA:

- Please put a cross walk on G Road so that children can safely cross to Victor. Thank you.
 - Normal West, 970.589.9236
- The positioning of the restrooms is key. In The Orchard it's centered in a group of trees near a shelter. Perfect for homeless folks to linger and camp out. Prefer close to station where firemen can watch. Like Mesa openness.
 - Rian Mahoney, 970.243.2156
- Reduce activity area to increase native vegetation areas. Native trees (juniper with berries), choke cherries, pines, big sage, other native plants. Contact landscaper Kenton Seth for ideas. He did the gardens for lunch loop.
 - Elizabeth Owens 2700 G Rd #6B, 515.480.4711 elizdowens@gmail.com
- I like the bathroom location on The Orchard better...more central for both zones and not as visible to people not at the park. I also like The Orchard water features better. Overall love The Mesa plan...pump track, large basketball, etc.
 - Kari Morstad, 970.778.7272 kamorstad@gmail.com

Concept Preferred – THE ORCHARD:

- *(No comments made)*
 - Steve Watson 2689 Continental Dr, 970.243.1462 sjwatson45@yahoo.com

Concept Preferred – A COMBINATION:

- The preference is The Mesa. However, I enjoy the water features and trees along the path of The Orchard.
 - Cori Pirzadeh 720 Golfmore Dr cpirzadeh@gmail.com
- Need a "pond" (ducks and dog swimming fun, frogs, etc) on The Mesa or The Orchard Plan. More trees on The Mesa plan. Orchard plan trees should not be in rows (not natural – better if more like a "forest" than an orchard). Bathroom on Mesa plan should be up near shelter house. Tall "barn-like" structure will result in kids falling off or get set on fire by vandals. NOTE: Nothing can burn at Canyon View park. Need a full basketball court if you are going to have one.
 - Bruce Bauerle, 970.243.7084 bauerle@coloradomesa.edu

Concept Preferred – Nothing Circled:

- Please I am begging you. NO water and only a bathroom by the parking lot. Anything else will become a tent city for the homeless population! No trees.
 - o Leslie Schagler 726 Centauri Ct 970.245.7590 greenspring@bresnan.net

STATION COMMENTS**THE MESA (68 votes)**

- Less is more. Concerned about funding.
- "I don't want Disneyland in my backyard." Funding and focus should be on Matchett Park.
- Access from north is needed.
- Less trees more spaced
- Feels too programmed. Too many amenities (worry about water feature)
- Can't park on street
- Like walking path. Concerned about pond (become shower/bath)
- Both really good options. Like the barn playground
- Water feature like in Highlight Ranch – like more simplified
- Top three: Playground, play feature, weeds - last two years, worst two years
- Knock down weeds before they get too big.
- Clean up Horizon – pipe and weeds
- Restrict the walking path with a bollard
- More privacy – trees
- Operations access
- Restroom visible from the street
- Keep view from the South west looking east
- Homeless concerns
- No lights/minimal lights
- No parking on Centauri Ct
- More turf
- Passive use
- Add sidewalks on road for safe pedestrian access
- Native landscaping
- Potable water in water feature? Don't be wasteful
- Add crosswalk at Club Drive

THE ORCHARD (28 votes)

- Doesn't like trees in a line
- Wants to see a pond @ 7 on Orchard
- Bathroom near parking lot
- Likes the natural water features from The Mesa
- One person wants bathroom close to playground
- Doesn't want playground features really high
- Worried about security
- Likes two playground
- Likes two playgrounds to attract multi-age groups
- Orchard playground on Mesa concept
- Home owners southwest – have views to east – trees will destroy that view
- Restroom – better at parking
- Restroom better in this location – central and not near residences
- Pickleball court?
- Move restroom? Closer to fire station?

GENERAL COMMENTS

- Worry bathrooms are too far away (central location)
- Like bigger trees
- More open likes the open space
- Likes the bathroom by the fire station
- Restrooms need to be closer to the activity
- Security cameras
- Likes the walking space and open concept
- Likes the pond for ducks
- Orchard log concept – worried about splinters
- Barn concept – worried about fires with the wood
- Security gates too close, easy way to get security around
- Maybe we don't need more playgrounds – more native – worried about repairs and maintenance – would like to see more vegetation
- Would like to see native trees (Juniper trees) – bring in more wildlife and insects
- Safety concerns with some at the playground – is there liability
- Likes location of restrooms
- Native arboretum
- More gym/stairs for working out
- Lighted paths for safety
- More natural spaces for walking
- Likes this concept – likes the kid activities

Grand Junction Speaks

Published Comments for November 18, 2021 Parks and Recreation Meeting

Horizon Park Master Plan

Please consider that Horizon is a neighborhood park and not a community park in the planning. Community parks (Lincoln, Canyon View, Matchett, etc.) should have facilities that encourage group/team/community activities, support large gatherings, and have the infrastructure (parking, restrooms, lighting, picnic/party structures, water features, sporting areas, etc.) that support that. In Horizon Park, the addition of lighting and noise would have a significant impact on those living in adjacent houses. Neighborhood parks (Paradise Hills, Sherwood, Horizon, etc.) should focus on being a place of relaxation, sanctuary, play, and activity away from traffic. It should be a place that residents and families can visit via foot/bike/stroller and (less commonly car) to experience a moment to recharge, exercise, play, or picnic. Horizon park is not connected to transit corridors other than a single entry point on 27 Road adjacent to the fire station. Most activity in the area is via entry from adjoining neighborhood roads and yards. Impact on these residential areas and roads should be considered with regards to use cases and features. Most people don't want to have numerous cars from other parts of the city parking in front of their house. Most activity away from the parking area should be focused on pedestrian and bike access. In addition, the park is part of a deer run for local deer and they often gather in the adjacent neighborhoods in the Fall and Spring. The addition of a water feature or fruiting plants/trees will likely attract additional wild life to the area that does not already gather in the space — both herbivores and predators. Unless it is secured, it will not be practical to keep a water feature safe for human use or "splash play". Animals are in the park space all the time (including pets with owners) and the animals will want to visit the water features just as much as human visitors. As others have noted, the sustainability of water features without costly shade and reclamation systems in a high desert climate is an obvious concern. The park is also bordered by residential areas that are at a lower elevation from the majority of the park space. Ongoing large area irrigation or large surface water usage can impact these areas with erosion and runoff without diversion systems like sewers that neighborhoods have in place. We would favor a simple design with neighborhood features such as an all-weather walking/jogging trail, low maintenance vegetation, picnic tables, a small play area and multi use slab with basketball hoops near the parking area. A great part of the space is the sweeping view of the Valley. Please don't install objects that take that away. We would also echo the suggestion that others have made to the effect that any excess funding is redirected to build out Matchett Park (which is not very far away) or even Saccamanno Park (even closer with more open space). Both of these parks could provide those features that everyone is willing to travel for and will also provide ample parking and lighting since they have the open space that can buffer adjacent residential areas.

November 18, 2021, 2:49 PM

The Scott Family
729 Centauri Ct
Grand Junction, 81506

An outdoor musical instrument feature, like Rotary Park in Moab, would be a fun and actively used area!

November 18, 2021, 11:35 AM

Deb Tittle
687 STEPASIDE DR
GRAND JUNCTION, 81506-8317

The Mesa plan is appealing. I appreciate Jessica Segrest's comments about native plantings, especially in light of ongoing drought conditions, Plant a variety of trees that tolerate our desert conditions, support the urban wildlife, and benches to allow rest and reflection. I have seen deer, fox, racoon, rabbits and numerous migratory birds traverse the neighborhood. I like the idea of separate cinder and concrete pathways. I would walk the dog on cinder, so place dog bags/trash can nearby. Parents with strollers & small children, the elderly with canes and walkers appreciate smooth, level concrete. Park is too small for a dog park, soccer fields, anything drawing large crowd use or that requires nighttime lighting. Maybe 1-2 pickleball courts, I don't see a lot of use of basketball courts in parks. Something similar to Paradise Hills park, where I've lived and loved how that park is a neighborhood social gathering space. Also like the idea of bike jump(or skate board), climbing wall, playground and a water feature that can be accessed but doesn't require sanitation for use. Restrooms big plus. There is a large population of older citizens in this neighborhood that current have to walk on busy roadways, The walkways in this new park with native plantings, trees with benches and a family welcoming character will be very much appreciated!!

November 18, 2021, 11:32 AM

Deb Tittle
687 STEPASIDE DR
GRAND JUNCTION, 81506-8317

After reviewing the plans with my three elementary aged children they unanimously chose the Mesa option. The reason why they chose the mesa option was the climbing features, the water features, the pump track, and the natural feel of the playground. A cave or several caves built into the the climbing area or playground would also be welcomed. Grand Junction is so hot in the summer that any water feature that kids can play in is very welcome. A splash pad would also be a great addition to help keep kids cool in the hot summer weather. However, they would like to have more trees such as those in the orchard option. They also liked the giant slide in the Mesa option. In addition, It would also be nice to have a long zip line like the one at Radiant Park in Ft. Collins.

November 17, 2021, 7:52 PM

Ben Alexander and Family
724 Ivanhoe Way
Grand Junction, 81506

Although I lean to the Mesa plan, I believe both plans are over-scoped for a neighborhood park. There seems to be an assumption that the park will get regular supervision. Assuming this is not the case, risky things such as climbing walls are not appropriate. The outer

walking trail is good as shown with a well-drained cinder/pebble-type surface making it all-weather. Most trees should be placed to shade this trail. Basketball goes toward youth, pickleball toward seniors. I don't think there's room for both so I favor basketball (everyone can play "Horse"). Although I live over a full block further away, I endorse Mr. Schrader's comments in full.

November 17, 2021, 10:03 AM

Roland Reynolds
745 Centauri
Grand Junction, 81506

Definite yes to basketball court but can we also add pickleball courts?! It is possible to put in a soccer field? We have a shortage of soccer fields and pickleball courts in Mesa County. What are we doing about it? We need activities to enjoy together! This park is needed and in a great location for many local neighborhoods (which is why the fire station was built). We need paved walking paths, restrooms, water fountains, playground, shelter and shade throughout the park. Water features are awesome, if there is a plan in place to maintain them well. I am a little concerned about extra parking in our neighborhood (for those that live on the west side of this park). We need to make sure that those who visit park in the parking lot and not in our neighborhood. The Mesa plan is way better than the Orchard plan. Thanks for working on this. We will enjoy that new park a lot!

November 17, 2021, 8:47 AM

Tina Snover
2687 Wilshire Ct.
Grand Junction, 81506

Thank you for sharing these concepts online. I prefer the Mesa concept with its connection to the local desert landscape. The climbing wall and interactive water feature are fantastic additions to a local park. I also like the concept of a nature play area.

November 17, 2021, 8:36 AM

Casey Sievila
339 Lilac Lane
Grand Junction, 81505

Please first do no harm. A park oasis loaded with amenities may look great on paper; however, unintended but easily predictable negative consequences will ultimately prevent that vision from becoming a reality and drive away the very ones who sought to enjoy the area. We can ask for the dream and end up with an unsafe, undesirable result that most people will avoid or carefully select amenities that promote an enjoyable, safe environment both in daylight and after dark. Grocery and liquor stores as well as a selection of shopping carts are available half a mile from Horizon Park. Add shelters and water and all the basic living needs are met. Predicting that the vagrant population will be drawn to the park as currently proposed is as foreseeable as darkness following sunset. No on the water features (splash pads, ponds, irrigation reservoir etc.). No shelters and limit plantings to only those that can survive on natural precipitation. Locate the bathrooms close to the 27 Road parking lot with unobstructed visibility to discourage vandalism. Enhance the walking path with an all weather surface. Install benches and supporting exercise stations along the walking path.

Recognize that playground equipment and amenities intended for children will not always be used during the daylight with appropriate adult supervision. Respect adjacent property owners by limiting lighting and loud activities. This area is surrounded by residential homes. When considering amenities, ask yourself: 1) would I want this in my next-door neighbors' yard and 2) would I want to be the focal person to receive and address related complaints? Some amenities well suited to a community park are not appropriate in a neighborhood park. Please respect the existing neighborhood.

November 16, 2021, 3:14 PM

Brad Schaefer
726 Centauri Court
Grand Junction, 81506

Thank you for asking for community input! I love that our voices are valued. I notice the pump track in the photos, but not on the master plan itself. I love the idea of that and a climbing wall of that caliber as unique to this area and this park. We live in the adjacent area and the views are magnificent. Shade structures will be a huge plus. Please minimize concrete and keep the pathways to crushed granite or something comparable. asphalt...concrete is so hard on the knees and many of us walk the pathway right now just the way it is, goatheads and all.

November 16, 2021, 11:22 AM

Betsy Warner
2682 G 1/2 Road
Grand Junction, 81506

Looks fantastic!

November 16, 2021, 5:29 AM

Eileen J Warner
2384 RIDGE CIRCLE DR, UNIT 18
Grand Junction, 81507

Does design take into account the demographics of the surrounding homeownership. It is a property very disconnected to existing infrastructure (i.e bike trails, pathways, corridors, parks). Cool design features, if they are utilized by the neighborhood (most likely to take advantage of its features). The rest of us will have to drive over or be brave to bike/skate there from neighborhoods further away. Overall, positive to see investment in parks within older parts of North GJ!

November 15, 2021, 10:17 PM

Ryan
655 LARKSPUR LANE
GRAND JUNCTION, 81506

My kids would love a water feature. I am excited to see a water feature in both park plans. I think the orchard park idea with many trees is a great idea.

November 15, 2021, 9:37 PM

David Johansen

The Mesa idea looks awesome. This would be an amazing space to have at Horizon Park. Just an idea it would hurt to paint pickleball lines on the basketball court then it could be used as a dual purpose court.

November 15, 2021, 2:36 PM

David Smith
309 Hill Ave
Grand Junction, 81501

Increase the available parking spaces. I totally support the water play feature--children love them and good way to cool off in our heat.

November 15, 2021, 12:53 PM

Joe Higgins
140 W. Kennedy Ave.
Grand Junction, 81505

How does this compare, size wise, to Sherwood Park? The layout there is great, and allows plenty of walking paths, amenities, privacy and safety. Simple and Classic is always better, and would allow for lower maintenance costs. I agree with earlier writers regarding respect for existing homeowners, as well as concerns that a water feature could attract 'travelers' who do not belong in this residential neighborhood. Because Grand Junction has become so large, it is unfortunately something to we need to keep in mind. Also, having a simple park with ample benches (2 - person benches, set side by side, would allow conversations between benches, but would NOT be long enough to sleep on) and shade providing trees would allow maximum usage with minimal cost.

November 15, 2021, 11:27 AM

Nancy
1626 BALSAM CT
GRAND JUNCTION, 815051505

As a father of two young children in the surrounding area the "mesa plan" see,s ideal for different ages of kids (0-99). I love the different activities besides basic playgrounds which my kids seem to get bored of quickly. The basketball courts are awesome, pump track is perfect. Love It Love it!!

November 15, 2021, 11:08 AM

Joe Tennyson
2695 Continental Dr.
Grand Junction, 81506

It would be great to see a skatepark in this part of town. Our other skate parks are very out dated and not well maintained.

November 15, 2021, 10:27 AM

I understand the neighbor concerns about a much larger "many optioned theme park." Maybe this is not the place for all of that. Neighborhood park theme seems better to me as well. (I do not live in the neighborhood - just trying to be reasonable for all) Spend the bigger dollars on a Matchett Park/Community Center. PICKLEBALL Courts a must. This sport is growing so fast, we will not keep up. I appreciate what is being done at Lincoln Park to add more courts, but that is a drop in the bucket for what is needed and what could benefit our community economically. I think adding splash pads is not a good idea. We need to conserve water resources now and in the future. I imagine the infrastructure for any water themed amenity is very expensive - keeping in mind it will need to be shut down when water rationing starts. It is not a good idea to spend the money for something we will have to shut down due to water shortages. Please don't do it. Thank you for considering my input.
November 15, 2021, 9:53 AM

Alecia J. Gordon
2093 Link Lane
Grand Junction, 81507

As a mother of two elementary aged kids, the Mesa looks great. A pump track on the north side! Walking paths, yes! When we first moved here a few years back when the kids were young I was shocked at the lack of updated park options and lacking splash pads. Love the use of water, as its so hot in the summer and so nice for the kids to be able to play outside in a safe water feature. Thanks GJParks! Lets bring GJ up to speed.
November 15, 2021, 9:15 AM

Jen crowe
2542 Fryingpan Drive,
Grand Junction, 81505

How about doing something about Matchett Park and/or Burkey Park before you start in on a new project?

November 15, 2021, 9:05 AM

Jack Spinelli
3081 Shadowbrook Ct
Grand Junction, 81504

No mention of a dog park. As we are up there every day, I would honestly say that the most frequent visitors are dogs! How about it? Penny Stewart

November 15, 2021, 9:04 AM

Penny Stewart
715 Galaxy Dr.
G.J., 81506

I would like to see a skatepark. Ben

November 15, 2021, 9:03 AM

Benjamin Buescher
714 Golfmore Drive
Grand Junction, 81506

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HORIZON PARK MASTER PLAN

I would like to have more Picklball courts and some more lighted Pickleball courts. Thanks
November 15, 2021, 8:24 AM

Gaylen kettle
893 20 road
Fruita , 81521

A few years ago, when the City was discussing the possibility of a park and fire station the neighbors were told the park would be a neighborhood park with a bit of grass and possibly playground equipment with a fire truck theme located close to 27 Road. I imagined something like the neighborhood parks located in Paradise Hills and Spring Valley. The concepts presented on Nov. 9 were far from this picture. The park is now being sold as a "community" park and the "attractions" will surely attract people from all parts of the city. The 13 acre parcel is bordered on 3 sided by residential property, this is a very small area and I am left to wonder how noise that comes with team practices early on Saturday mornings and parties at the pavilion until 10:00pm will affect our quite neighborhood's. Western Colorado is in a severe drought, how will this community and others downstream feel about the installation of splash pads, water features, holding ponds, and keeping the park grass green when the Colorado River was the lowest I have seen during my 60 years of living in GJ. There is also a security concern, as the majority of the park cannot be seen from 27 Road or any other public road. How does the City plan to protect the private property surrounding Horizon Park from vandalism and vagrants that have just been displaced from the development between Horizon, G Road, and 27 Road? There are issues every day/night at Canyon View Park and the police response is slow or non-existent! Lighting was not discussed. I vote for a quite "neighborhood" park with an improved walking path, a few picnic tables, a few trees, and a small playground with a few parking spaces close to 27 Road. Please spend the remainder of the 1 million dollars on a conceptual design for Matchett Park or a Community Center. These two projects have been on the drawing board much longer that Horizon Park, you have to start those projects to eventually finish them!
November 14, 2021, 9:13 PM

Diana Osborne
2679 Continental Drive
Grand Junction, 81506

Horizon Park is a relatively small property which is surrounded by residential homes. Please respect the immediate neighbors by avoiding amenities that have proven negative consequences. Water features (splash pads, ponds and irrigation reservoirs) along with shelters will draw vagrants. If in doubt, check out other city parks and note that the shelters are almost always occupied, but not by families and small children. Loud activities and lighting are disruptive and not well suited to a neighborhood park. Limit tree and structures to preserve the existing views. Recognize that amenity utilization will not always be in

daylight with appropriate adult supervision. If an amenity poses a safety concern after dark, it should not be included. The park should reflect that we live in a desert. Plantings that cannot survive on natural precipitation should be avoided. Drop the water features. These may be popular, but are expensive to build, costly to operate and difficult to keep clean. Learn from the downtown fountain experience. This feature was immensely popular, but ultimately shut down due to health concerns. Without an active treatment system, the re-circulated water becomes contaminated with human and animal wastes. Centauri Court, which borders the west end and provides walk-in access to the park was not build to accommodate on-street parking. Existing Windemere HOA covenants prohibit parking along the Centauri and neighboring Galaxy Court right-of-ways. It is foreseeable that park users will want to park along Centauri Court and in doing so will create traffic congestion and safety conflicts for the neighborhood. While the city does not typically get involved in HOA concerns, it needs to recognize this negative impact to the neighborhood and take appropriate actions to prevent Centauri Court from becoming a parking lot.

November 14, 2021, 9:08 AM

Brad Schaefer

726 Centauri Court
Grand Junction, 81506

Horizon Park is a relatively small property and is surrounded by residential homes. Please respect the immediate neighbors by avoiding amenities that have proven negative consequences. Water features (i.e. splash pads, ponds or irrigation reservoirs) along with shelters will draw vagrants. If in doubt, check out other city parks and note that the shelters are almost always occupied, but not by families and small children. Loud activities and lighting are disruptive and not well suited to a neighborhood park. Limit trees and structures to preserve the existing views. Recognize that amenity utilization will not always be in daylight with appropriate adult supervision. If an amenity poses a safety concern after dark, it should not be included. The park should reflect that we live in the desert. Plantings that cannot survive on natural precipitation should be avoided. Drop the water features. These may be popular, but are expensive to build, costly to operate and difficult to keep clean. Recall the lessons of the former fountain on Main Street. This feature was immensely popular, but ultimately shut down due to health concerns. Without an active treatment system, the re-circulated water became contaminated with human and animal wastes. Centauri Court, which borders the west end of the park and allows walk-in access, is narrow and was not designed to accommodate on-street parking. Existing Windemere HOA covenants prohibit parking along Centauri and neighboring Galaxy Court right-of-ways. It is foreseeable that non -neighborhood park users will utilize Centauri Court for parking and in doing so will create traffic congestion and safety conflicts for the neighborhood. While the city does not typically get involved in HOA concerns, it needs to recognize and address problems that the park development imposes on the immediate area.

November 13, 2021, 10:56 PM

Brad Schaefer

726 Centauri Court
Grand Junction, 81506

I was able to attend the public meeting Tuesday night at Fire Station #6 to review the

Master Plan on Horizon Park. Of the two plans that were presented I prefer the Mesa concept to the Orchard Concept. The preponderance of residents that live in the area would benefit from good walking paths and areas for children and grandchildren to play. This should include an amazing splash pads for the kids in the summer months, climbing walls, zip lines and playground equipment. Restrooms should be close by for all to use. If the City elects to move forward with this project I hope that they dedicate a maintenance budget that makes sure the trash is picked up regularly, Restrooms are cleaned daily and the facility well maintained so this doesn't become an attraction to the homeless and vagrant population that continues to grow in the City. Pickle Ball is a thing, but Basketball courts seem to see little use at the local parks.

November 10, 2021, 12:26 PM

Phillip Baughman
2662 Cambridge Road
Grand Junction, 81506

After reading all the comments (which I should have done prior to posting), I agree with the idea of retaining and upgrading the walking path to cinder or asphalt not cement, adding shade structures and more trees, and maybe a water feature if the city can support maintenance of such a structure. The idea of making this park unique to the area and keeping the grass at bay makes sense. A sensory area like the park in Carbondale could be amazing. A bike jump area would replace the dirt jumps that used to be located near the canal on what became the new Juniper Ridge School would replace those jumps that were lost to residents. The music park in Durango is a favorite of ours too when we pass that way. A climbing structure that mimics the desert environment would be most appropriate.

Carbondale sensory walking path <https://www.pinterest.com/pin/375276581434166920/>

Music Park in Durango: [https://encrypted-tbn0.gstatic.com/images?](https://encrypted-tbn0.gstatic.com/images?q=tbn:AND9GcS_v2GYmGGduvFObCUyXAY2lOad4mOpIOGI9lJX0kXLgNbVNBgMInY6xmDvIZNKMEI)

https://encrypted-tbn0.gstatic.com/images?q=tbn:AND9GcS_v2GYmGGduvFObCUyXAY2lOad4mOpIOGI9lJX0kXLgNbVNBgMInY6xmDvIZNKMEI stories/Enterprise_Santa-Rita-Park-Durango---Play-Play-Play.jpg&usqp=CAU Zurich area that has been reclaimed/revitalized <https://www.zuerich.com/en/visit/attractions/zurich-west> The park in Zurich was outside this hotel and butted up to the train tracks and the central rail station for the light rail <https://www.hilton.com/en/hotels/zrhspgi-hilton-garden-inn-zurich-limmattal/gallery/>

October 13, 2021, 10:38 AM

Betsy Warner
2682 G 1/2 Road
Grand Junction, 81506

Hello there, My husband and I were not able to attend the first meeting. The site plan looks amazing. We live on G1/2 adjacent to the park. A basketball court and potential tennis/pickleball court alongside as pictured would be wonderful; A shade structure with a place to rest would also be amazing. I am a big advocate for a play structure/ climbing structure and water feature too. I want it all! My family would also be thrilled to see a small bike jump area if that would be feasible. Here is a really amazing and durable outdoor area we recently discovered in RINO area of Denver. [https://encrypted-tbn0.gstatic.com/images?](https://encrypted-tbn0.gstatic.com/images?q=tbn:AND9GcSE7CPT5K3ABZ0HN_3ff0SOe9owsGkAzedbyYQZoJ7TEU3x6bCCIkhe7DI6_A1x9TDYIf)

https://encrypted-tbn0.gstatic.com/images?q=tbn:AND9GcSE7CPT5K3ABZ0HN_3ff0SOe9owsGkAzedbyYQZoJ7TEU3x6bCCIkhe7DI6_A1x9TDYIf cdn.com/content/v1/58e6f0e7d482e905728aab5a/1607976886480-

**Summary of Public Comments
Horizon Park
Public Meeting #3 – Dec 14, 2021**

Comments on the Master Plan:

- Add bubbler to the pond to cut down on mosquitoes, algae, etc.
- Add more trees
- Use a vegetative buffer, not gravel buffer used by fire station
- Is there an issue or concern with dogs using the interactive water feature (i.e. sanitary concerns if dogs get in water)?
- Is there an opportunity to use berms along the south side to provide additional privacy?
- Add a single track mountain bike course to allow adults to play while their kids play
- From a fire fighter: there is some concern with the public interaction – being close to the fire station, will the public want to interact more with them, want tours, etc.?
- Question about how much use the basketball court will get
- Security concern with no line of sight into the park from the road
- Wants lighting in shelters and along path
- Include dog bag dispensers
- Note the mileage of the soft surface loop trail
- Would like the restroom more centrally located

APPENDIX C

COST ESTIMATES



Horizon Park
City of Grand Junction
Preliminary Estimate of Probable Construction Costs

Full Build
March 22, 2022

Item	Qty	Unit	Unit Cost	Cost
Mobilization	1	LS	\$150,000.00	\$150,000.00
Construction surveying	1	LS	\$5,000.00	\$5,000.00
Traffic control	1	LS	\$2,500.00	\$2,500.00
Site preparation and demolition	1	LS	\$30,000.00	\$30,000.00
Earthwork	1	LS	\$50,000.00	\$50,000.00
Sediment and erosion control	1	LS	\$20,000.00	\$20,000.00
Drainage and water quality measures	1	LS	\$25,000.00	\$25,000.00
Irrigation pond liner	1	LS	\$30,000.00	\$30,000.00
Asphalt pavement (parking lot & entry drive)	584	TON	\$155.00	\$90,520.00
Aggregate base for asphalt pavement	16,125	SF	\$2.50	\$40,312.50
Concrete curb and gutter	810	LF	\$30.00	\$24,300.00
Concrete curb and gutter along 27 Road	220	LF	\$30.00	\$6,600.00
Concrete curb and gutter along 26 1/2 Road	275	LF	\$30.00	\$8,250.00
Crosswalk	1	LS	\$1,500.00	\$1,500.00
Pavement striping	1	LS	\$2,500.00	\$2,500.00
Concrete flatwork	50,650	SF	\$6.00	\$303,900.00
Concrete flatwork along 27 Road	1,250	SF	\$6.00	\$7,500.00
Concrete flatwork along 26 1/2 Road	1,650	SF	\$6.00	\$9,900.00
Concrete accent band	3,614	SF	\$9.00	\$32,526.00
Concrete playground ramps	4	EA	\$700.00	\$2,800.00
Concrete thickened edge	365	LF	\$35.00	\$12,775.00
Concrete playground curb	775	LF	\$35.00	\$27,125.00
Post tensioned basketball court concrete	4,250	SF	\$15.00	\$63,750.00
Struct. conc. (structure foundations, climbing wall)	80	CY	\$800.00	\$64,000.00
Court surfacing/striping	4,250	SF	\$3.50	\$14,875.00
Basketball goals	2	EA	\$6,000.00	\$12,000.00
Crusher fines path	11,425	SF	\$2.00	\$22,850.00
Boardwalk crossings	2	EA	\$20,000.00	\$40,000.00
Stone outcropping walls	125	LF	\$400.00	\$50,000.00
Soil cement steps	133	CY	\$150.00	\$19,950.00
Playground equipment (2-5 yr age group)	1	LS	\$75,000.00	\$75,000.00
Playground equipment (5-12 yr age group)	1	LS	\$180,000.00	\$180,000.00
Nature play equipment	1	LS	\$50,000.00	\$50,000.00
Engineered wood fiber surfacing	750	CY	\$45.00	\$33,750.00
Water feature	1	LS	\$50,000.00	\$50,000.00
Drinking fountain	1	LS	\$8,000.00	\$8,000.00
Water tap fee (Ute Water Conservancy District)	1	LS	\$10,500.00	\$10,500.00
Water meter	1	LS	\$17,500.00	\$17,500.00
Water supply line (1" line)	1	LF	\$10,000.00	\$10,000.00
Climbing wall and slides	1	LS	\$300,000.00	\$300,000.00
Pump track	1	EA	\$30,000.00	\$30,000.00
Fitness stations	8	EA	\$7,500.00	\$60,000.00
Portable toilet enclosure	1	EA	\$20,000.00	\$20,000.00

Site furnishings	1	LS	\$70,000.00	\$70,000.00
Shelter (20' x 30')	1	EA	\$35,000.00	\$35,000.00
Shelter (20' x 20')	1	EA	\$25,000.00	\$25,000.00
Park sign	1	EA	\$5,000.00	\$5,000.00
Soil preparation	354,950	SF	\$0.55	\$195,222.50
Bluegrass sod	112,650	SF	\$1.00	\$112,650.00
Dryland seed & mulch	228,100	SF	\$0.35	\$79,835.00
Riparian seed & mulch	14,200	SF	\$0.35	\$4,970.00
Deciduous trees (2-1/2" Caliper)	98	EA	\$600.00	\$58,800.00
Evergreen trees (6'-8' Height)	33	EA	\$700.00	\$23,100.00
Shrubs & perennials	1	LS	\$80,000.00	\$80,000.00
Wood mulch	185	CY	\$190.00	\$35,150.00
Electrical service, distribution and general power	1	LS	\$85,525.00	\$85,525.00
Lighting/electrical	1	LS	\$220,200.00	\$220,200.00
Irrigation pump and delivery system	1	LS	\$100,000.00	\$100,000.00
Irrigation system	1	LS	\$622,000.00	\$622,000.00
Subtotal				\$3,767,636.00
Design and engineering (7%)				\$263,734.52
Contingency (5%)				\$188,381.80
Total				\$4,219,752.32

Per Acre Construction Cost of Park	11.43	AC		\$369,275.48
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Assumptions:

- This estimate is based on the master plan dated 1-20-22
- These costs are in 2022 dollars. Add 7% for inflation and material cost increases per year (see chart)
- Material costs are 40%, labor costs 60% of plantings, soil preparation, wood mulch
- Limited information was available to estimate the improvements along 26 1/2 Road. Additional design, grading and drainage may need to occur for more accurate pricing.

Future Projected Construction Costs	
2022	\$4,219,752.32
2023	\$4,515,134.98
2024	\$4,831,194.43
2025	\$5,169,378.04
2026	\$5,531,234.50
2027	\$5,918,420.92
2028	\$6,332,710.38
2029	\$6,776,000.11
2030	\$7,250,320.12
2031	\$7,757,842.53
2032	\$8,300,891.50



Horizon Park
City of Grand Junction
Preliminary Estimate of Probable Construction Costs
Value Engineered Build
 March 22, 2022

Item	Qty	Unit	Unit Cost	Cost
Mobilization	1	LS	\$150,000.00	\$150,000.00
Construction surveying	1	LS	\$5,000.00	\$5,000.00
Traffic control	1	LS	\$2,500.00	\$2,500.00
Site preparation and demolition	1	LS	\$30,000.00	\$30,000.00
Earthwork	1	LS	\$50,000.00	\$50,000.00
Sediment and erosion control	1	LS	\$20,000.00	\$20,000.00
Drainage and water quality measures	1	LS	\$25,000.00	\$25,000.00
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Aggregate base for asphalt pavement	16,125	SF	\$2.50	\$40,312.50
Concrete curb and gutter	810	LF	\$30.00	\$24,300.00
Concrete curb and gutter along 27 Road	220	LF	\$30.00	\$6,600.00
Concrete curb and gutter along 26 1/2 Road	275	LF	\$30.00	\$8,250.00
Concrete flatwork	50,650	SF	\$6.00	\$303,900.00
Concrete flatwork along 27 Road	1,250	SF	\$6.00	\$7,500.00
Concrete flatwork along 26 1/2 Road	1,650	SF	\$6.00	\$9,900.00
Concrete accent band	3,614	SF	\$9.00	\$32,526.00
Concrete playground ramps	4	EA	\$700.00	\$2,800.00
Concrete thickened edge	365	LF	\$35.00	\$12,775.00
Concrete playground curb	775	LF	\$35.00	\$27,125.00
Post tensioned basketball court concrete	4,250	SF	\$15.00	\$63,750.00
Struct. conc. (structure foundations, climbing wall)	80	CY	\$800.00	\$64,000.00
Court surfacing/stripping	4,250	SF	\$3.50	\$14,875.00
Basketball goals	2	EA	\$6,000.00	\$12,000.00
Crusher fines path	11,425	SF	\$2.00	\$22,850.00
Boardwalk crossings	2	EA	\$20,000.00	\$40,000.00
Stone outcropping walls	125	LF	\$400.00	\$50,000.00
Soil cement steps	133	CY	\$150.00	\$19,950.00
Playground equipment (2-5 yr age group)	1	LS	\$75,000.00	\$75,000.00
Playground equipment (5-12 yr age group)	1	LS	\$180,000.00	\$180,000.00
Nature play equipment	1	LS	\$50,000.00	\$50,000.00
Engineered wood fiber surfacing	750	CY	\$45.00	\$33,750.00
Water feature	1	LS	\$50,000.00	\$50,000.00
Drinking fountain	1	LS	\$8,000.00	\$8,000.00
Water tap fee (Ute Water Conservancy District)	1	LS	\$10,500.00	\$10,500.00
Water meter	1	LS	\$17,500.00	\$17,500.00
Water supply line (1" line)	1	LF	\$10,000.00	\$10,000.00
Climbing wall and slides	1	LS	\$300,000.00	\$300,000.00
Pump track	1	EA	\$30,000.00	\$30,000.00
Portable toilet enclosure	1	EA	\$20,000.00	\$20,000.00
Site furnishings	1	LS	\$70,000.00	\$70,000.00
Shelter (20' x 30')	1	EA	\$35,000.00	\$35,000.00
Shelter (20' x 20')	1	EA	\$25,000.00	\$25,000.00

Park sign	1	EA	\$5,000.00	\$5,000.00
Soil preparation	354,950	SF	\$0.33	\$117,133.50
Bluegrass sod	112,650	SF	\$0.40	\$45,060.00
Dryland seed & mulch	228,100	SF	\$0.35	\$79,835.00
Riparian seed & mulch	14,200	SF	\$0.35	\$4,970.00
Deciduous trees (2-1/2" Caliper)	98	EA	\$240.00	\$23,520.00
Evergreen trees (6'-8' Height)	33	EA	\$280.00	\$9,240.00
Shrubs & perennials	1	LS	\$32,000.00	\$32,000.00
Wood mulch	185	CY	\$76.00	\$14,060.00
Electrical service, distribution and general power	1	LS	\$85,525.00	\$85,525.00
Irrigation pump and delivery system	1	LS	\$100,000.00	\$100,000.00
Irrigation system	1	LS	\$622,000.00	\$622,000.00
Subtotal				\$3,219,527.00
Design and engineering (7%)				\$225,366.89
Contingency (5%)				\$160,976.35
Total				\$3,605,870.24

City of Grand Junction In-Kind Labor				
Install trees, shrubs, plantings, spread mulch	1	LS	\$118,230.00	\$118,230.00
Install bluegrass sod	1	LS	\$67,590.00	\$67,590.00
Provide compost material	1	LS	\$78,089.00	\$78,089.00
Crosswalk	1	LS	\$1,500.00	\$1,500.00
Pavement striping	1	LS	\$2,500.00	\$2,500.00
Total				\$267,909.00

Per Acre Construction Cost of Park	11.43	AC		\$338,998.97
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Potential Items for Future Phases				
Fitness stations	8	EA	\$7,500.00	\$60,000.00
Lighting/electrical	1	LS	\$220,200.00	\$220,200.00
Total				\$280,200.00

Assumptions:

- This estimate is based on the master plan dated 1-20-22
- These costs are in 2022 dollars. Add 7% for inflation and material cost increases per year (see chart)
- Material costs are 40%, labor costs 60% of plantings, soil preparation, wood mulch
- Limited information was available to estimate the improvements along 26 1/2 Road. Additional design, grading and drainage may need to occur for more accurate pricing.

RESOLUTION NO. 61-22
A RESOLUTION ADOPTING THE
2022 HORIZON PARK SITE MASTER PLAN

Recitals:

On January 6, 2021, the City Council adopted the 2020-2021 Parks, Recreation and Open Space (PROS) Master Plan. The plan was carefully and diligently considered and formulated, driven by community input and need. The resultant plan provides clear direction for the community's parks and recreation system to best serve the public. One short term priority was to complete a site Master Plan for Horizon Park. By and with this resolution, the City Council adopts, approves and endorses the Horizon Park Site Master Plan.

As described in detail in the Horizon Park Master Plan report dated April 2022, the plan describes potential park elements, provides conceptual design including the preferred plan – the Mesa, shows the park build out perspective, provides for the conceptual irrigation design and a schematic site electrical plan. The plan also documents the extensive public process that fueled the evolution of the plan. Finally, full build out cost estimates are provided as well as value engineered cost estimates, both escalated to the actual year construction will commence.

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

The Horizon Park Site Master Plan is hereby approved and adopted as generally and specifically provided therein and in accordance with this resolution.

PASSED AND APPROVED this 3rd day of August 2022.

Anna Stout
President of the Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: August 3, 2022
Presented By: Nicole Galehouse, Principal Planner
Department: Community Development
Submitted By: Nicole Galehouse, AICP, Principal Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit to Allow an Existing Fence to Remain in the Road Right-of-Way on the West Side of a Property Located at 306 Pine Street Requested by Kent Slawson

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Property Owner, Kent Alan Slawson, is requesting a Revocable Permit to allow an existing fence to remain in the road right-of-way on the west side of property located at 306 Pine Street. The site is currently under review for a simple subdivision to be split into two lots.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The property located at 306 Pine Street has a duplex near the western boundary. The property owner has submitted an application to split the lot into two parcels to allow for future residential development on the rear half of the site. During the review process, it was identified that the existing fence on the site, which has been there for several decades, is located outside of the property lines and is encroaching into the right-of-way by approximately 1.94'. In addition, as part of the subdivision, the site is required to dedicate 2' of right-of-way for Pine Street, increasing the encroachment to 3.94'. Mr. Slawson would like the fence that is below the southern edge of the driveway, along the southern 45' of the western property line, to remain.

ANALYSIS

Issuance of a Revocable Permit is guided by GJMC 21.02.180, which identifies six approval criteria that the City Council must consider when hearing a request for a revocable permit. These six criteria, found under GJMC 21.02.080(c)(1)-(6), are listed below, along with analyses of this request's conformance with each criterion.

- (1) There will be benefits derived by the community or area by granting the proposed revocable permit;

The proposed permit allows for an existing fence to be brought into compliance with current development codes, which require a revocable permit for any structure in the right-of-way. The fence was constructed prior to this requirement coming into effect.

- (2) There is a community need for the private development use proposed for the City property;

The fence has been existing for several decades on the property, prior to the requirement for a revocable permit coming into effect. The applicant now wishes to obtain a Revocable Permit to allow the existing structure to remain during the simple subdivision of the property.

- (3) The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;

No other uses or conflicting uses are anticipated by the City in the area of the right-of-way encroachments. The City's Development Engineer and Fire Department representative have no objection to the fence remaining in place. If at some point in the future right-of-way improvements or expansion are needed and would impact the fence, the applicant would be required by the conditions of the revocable permit to remove it at that time.

- (4) The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas;

The proposed revocable permit does not negatively impact access, traffic circulation, or sensitive areas.

- (5) The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this code and other City policies; and

The proposed revocable permit does not conflict with any of the goals or policies in the Comprehensive Plan or the City's Ordinances.

(6) The application complies with the submittal requirements as set forth in Section 127 of the City Charter, this chapter and the Submittal Standards for Improvements and Development manual.

The application complies with the submittal requirements for a Revocable Permit.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Revocable Permit request from Kent Alan Slawson, File No. RVP-2022-297, for the property located at 306 Pine Street, the following findings of fact have been made:

1. The request conforms with Section 21.02.180 of the Zoning and Development Code.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 62-22 a resolution concerning the issuance of a Revocable Permit to Kent Alan Slawson to allow an existing fence to remain in the road right-of-way west of the property at 306 Pine Street, City File No. RVP-2022-297, with the findings of fact described in the staff report.

Attachments

1. Application Materials
2. Maps
3. Revocable Permit - Lily Sub

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

Digitally signed by Tracy States
Date: 2022.02.02 16:05:20 -07'00'

Date

Signature of Legal Property Owner 

Date

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Kent Alan Slawson, am the owner of the following real property:

(b) 306 Pine Street, Grand Junction, CO 81503

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

☒ I am the sole owner of the property.

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

I have reviewed the application for the (d) Subdivision Plat/Plan - Simple pertaining to the property.

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

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

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

Owner signature as it appears on deed: 

Printed name of owner: Kent Alan Slawson

State of Colorado)

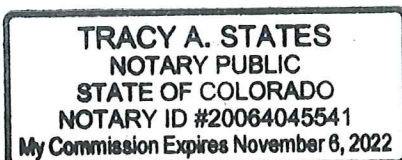
County of Mesa) ss.

Subscribed and sworn to before me on this 8th day of February, 20 22

by Kent Alan Slawson

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



Tracy A. States
Notary Public Signature

SPECIAL WARRANTY DEED

THIS DEED, Made this 20th day of April, 2020 between

Michael J. Nieslanik and Lisa M. Nieslanik

of the County of Mesa and State of COLORADO, grantor(s), and

Kent Alan Slawson

whose legal address is 268 31 Road, GJ, Co 81504

of the County of Mesa, State of Colorado, grantee(s):



WITNESS, That the grantor(s), for and in consideration of the sum of Two Hundred Thirty-Four Thousand Dollars and No/100's (\$234,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 306 Pine Street, Grand Junction, CO 81503-3258

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLERS:

Michael J. Nieslanik

Lisa M. Nieslanik

STATE OF CO
COUNTY OF Pitkin

} ss:

The foregoing instrument was acknowledged before me this 17 day of April, 2020 by Michael J. Nieslanik and Lisa M. Nieslanik

Notary Public

Witness my hand and official seal.

My Commission expires: MAY 10, 2020

ASIA S JENKINS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20124028779
MY COMMISSION EXPIRES MAY 10, 2020



Exhibit A

Beginning 1160 feet East and 252 feet North of the Southwest Corner of Section 24, Township 1 South, Range 1
West of the Ute Principal Meridian,
thence North 108 feet;
thence East 161.5 feet;
thence South 108 feet;
thence West 161.5 feet to the Point of Beginning,
County of Mesa, State of Colorado.

**- General Project Report –
Simple Subdivision**

**306 Pine Street
Grand Junction, CO
Tax Parcel No. 2945-243-00-123
Owner(s): Kent Alan Slawson**

February 8, 2022

A. Project Description:

Location: The parcel is located on the east side of Pine Street, North of Unaweeep Avenue and adjacent to Orchard Mesa Middle School on the east.

Acreage: Approximately 0.40 Acre.

Proposed Use: It is proposed to create two lots, Lot 1 containing 0.149 acre and a flag lot, Lot 2, containing 0.246 acre. The existing duplex will remain, and a single family detached residence will be built on the newly created flag lot.

B. Public Benefit

The public will benefit from the addition of a single-family residential building lot located in an already developed portion of town. The demand still outpaces the inventory.

C. Neighborhood Meeting

A neighborhood meeting was not required for this project, and none was held.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The project will comply with the adopted codes and zoning requirements for this property. The project is proposed to ensure all City requirements are met.

2) Land use in the surrounding area:

The uses contained within the surrounding area are medium density residential, Orchard Mesa Middle School, Vineyard Community Church, and a daycare/preschool on Unaweep Avenue. The proposed simple subdivision is complimentary to the surrounding uses.

3) Site access and traffic patterns:

Access for proposed Lot 1 is existing on Pine Street. Proposed Lot 2 will also take its access from Pine Street via the flag portion of the lot. Traffic patterns will not be affected by the addition of a single-family residence.

4) Availability of utilities, including proximity of fire hydrants-

The subject parcel is served by the following:

- City of Grand Junction Water
- City of Grand Junction Sewer
- Orchard Mesa Drainage District
- Orchard Mesa Irrigation District
- Xcel Energy
- City of Grand Junction Fire – Station 4
- Charter/Spectrum (Cable)
- CenturyLink/Lumen (Phone)

All utilities, including sewer, are extended to the subject parcel. A Fire Flow Form is included with this submittal.

5) Special or unusual demands on utilities (high water or sewage quantities, grease, or sediment contribution, pre-treatment needs, etc.)

There will be no special or unusual demands on utilities as a result of the project.

6) Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.):

The simple subdivision will have no adverse effect on public facilities.

7) Hours of operation:

The hours of access to the site are typical of residential development and are consistent with surrounding properties.

8) Number of employees:

This criterion is not applicable for this project.

9) Signage

This criterion is not applicable for this project.

10) Site Soils Geology (such as per SCS soils mapping):

This criterion is not applicable for this project.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The Simple Subdivision request is in compliance with the newly adopted 2020 Comprehensive Plan and the Orchard Mesa Neighborhood Plan.

(ii) Compliance with this zoning and development code.

The request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.

There are no conditions of prior approvals. Any conditions identified through this review process will be addressed prior to platting.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the Simple Subdivision.

(v) Received all applicable local, State and federal permits.

All applicable permits will be obtained for this project.

Section 21.02.070 (6)(p) Simple Subdivisions:

- i. **Any changes to existing easements or right-of-way have been completed in accordance with this Code or otherwise allowed by law (additional easements or right-of-way may be dedicated);**

No change to existing easements or right-of-way have been requested or made.

- ii. **The right-of-way shown on the Grand Valley Circulation Plan has not changed;**

The right-of-way shown on the Grand Valley Circulation has not changed as a result of the simple subdivision.

- iii. **If a new lot is being created, no portion of the property may have been the subject of a previous simple subdivision creating a new lot within the preceding ten (10) years or a minor exemption subdivision**

No portion of the property has been the subject of a previous simple subdivision within the preceding ten years.

F. Development Schedule

This criterion is not applicable for this project.

EXHIBIT A

A five (5') foot strip of land, the east line of which is coincident with the entire west line of Lily Subdivision, except the north sixty-three (63') thereof, situated in Lot 5 of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,

Containing 255 Square feet, more or less.

This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

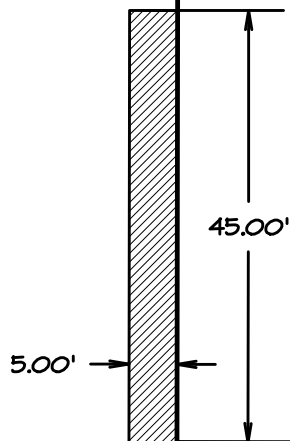
EXHIBIT B

PARCEL NUMBER 2945-243-39-001
308 PINE STREET

LOT 2
LILY SUBDIVISION

LOT 1
LILY SUBDIVISION

PINE STREET



PARCEL NUMBER 2945-243-00-122
304 PINE STREET

1" = 20'
0 20
U.S. Survey feet



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY
REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT
REPRESENT A MONUMENTED BOUNDARY SURVEY



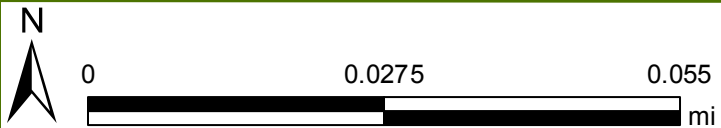
RIVER CITY
CONSULTANTS

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn: AKT | Checked: NA | 7/20/22 | Job No. 2042-001

S:\PROJECTS\2042 Kent Slanson\001 306 Pine Street\Survey\DWG\2042-001 SITE PLAN.dwg

306 Pine Street



Printed: 7/20/2022

1 inch = 94 feet

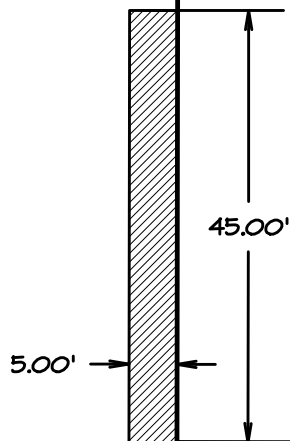
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PARCEL NUMBER 2945-243-39-001
308 PINE STREET

LOT 2
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PINE STREET



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215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
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Drawn: AKT | Checked: NA | 7/20/22 | Job No. 2042-001

S:\PROJECTS\2042 Kent Slanson\001 306 Pine Street\Survey\DWG\2042-001 SITE PLAN.dwg



RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
Kent Alan Slawson**

Recitals.

A. Kent Alan Slawson, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Beginning 1160 feet East and 252 feet North of the Southwest Corner of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian,
thence North 108 feet;
thence East 161.5 feet;
thence South 108 feet;
thence West 161.5 feet to the Point of Beginning,
County of Mesa, State of Colorado

and identified by Mesa County Tax Schedule Number 2945-234-00-123.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain and repair an existing 4-foot chain link fence within the following described public right-of-way:

A five (5') foot strip of land, the east line of which is coincident with the entire west line of Lily Subdivision, except the north sixty-three (63') thereof, situated in Lot 5 of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,

Containing 255 Square feet, more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-297 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2022.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. Kent Alan Slawson, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Beginning 1160 feet East and 252 feet North of the Southwest Corner of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian,
thence North 108 feet;
thence East 161.5 feet;
thence South 108 feet;
thence West 161.5 feet to the Point of Beginning,
County of Mesa, State of Colorado

and identified by Mesa County Tax Schedule Number 2945-234-00-123.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain and repair an existing 4-foot chain link fence within the following described public right-of-way:

A five (5') foot strip of land, the east line of which is coincident with the entire west line of Lily Subdivision, except the north sixty-three (63') thereof, situated in Lot 5 of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,

Containing 255 Square feet, more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-297 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2022.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

City Clerk

City Manager

Acceptance by the Petitioner:

Kent Alan Slawson

AGREEMENT

Kent Alan Slawson, for himself and for his successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2022.

Kent Alan Slawson

By: _____
Kent Alan Slawson

State of Colorado)
)ss.
County of Mesa)

 The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Kent Alan Slawson.

My Commission expires: _____
Witness my hand and official seal.

Notary Public



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: August 3, 2022
Presented By: Doug Shoemaker, Chief of Police
Department: Police
Submitted By: Doug Shoemaker, Chief of Police

Information

SUBJECT:

A Resolution Authorizing the JAG Grant Application for the Police Department

RECOMMENDATION:

Staff recommends approval of the application for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) Program, in the amount of \$40,518. Fifty percent (50%) of the allocation will be retained by GJPD and the remaining 50% will be passed to Mesa County Sheriff's Office, as per grant requirements.

EXECUTIVE SUMMARY:

The FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) Program provides financial assistance to police agencies through federal funding opportunities. In this instance, the grant which is the subject of this summary is a non-competitive, formula grant which is awarded annually to the Grand Junction Police Department, and has been for years. The total award is \$40,518, which will be evenly split with the Mesa County Sheriff's Office, per the grant requirements.

BACKGROUND OR DETAILED INFORMATION:

The FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) Program provides financial assistance to police agencies through federal funding opportunities such as training, equipment procurement, and so forth. While the grant is automatic each year (non-competitive), it does require that its use focus on assurances of community-based priorities, particularly in community policing efforts. For this year's cycle, the GJPD will

be utilizing those funds to conduct training in areas of use of force/response to resistance, de-escalation, and ethics/implicit bias.

FISCAL IMPACT:

The budget for the spend of these grant funds is included in the 2022 Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 63-22, a resolution authorizing the City Manager to sign and submit a grant agreement for the FY 2022 Edward Byrne Memorial Justice Assistance Grant in support of the Grand Junction Police Department in the amount of \$40,518.

Attachments

1. RES-Justice Assistance Grant 072722

RESOLUTION NO. __-22

A RESOLUTION SUPPORTING THE APPLICATION FOR THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FROM THE DEPARTMENT OF JUSTICE (DOJ) BUREAU OF JUSTICE ASSISTANCE PROGRAM (BJA)

Recitals:

City Council has considered and for the reasons stated, authorizes an application for the FY 2022 Edward Byrne Memorial Justice Assistance Grant which will provide financial assistance to the Grand Junction Police Department (GJPD) to conduct trainings in key areas which include use of force/response to resistance, de-escalation, and ethics and implicit bias.

GJPD has been awarded this grant annually and would like to apply for the current cycle, which requires assurance of community priority. Applications cannot be submitted unless approved by the City Council.

This is an annual, non-competitive formula grant which totals \$40,518.00 and will be apportioned with the Mesa County Sherriff's Office per the grant requirements.

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

1: The City Council of the City of Grand Junction strongly supports the application to the DOJ to obtain funds needed to complete the training.

The City Manager is authorized and directed to work to finalize and timely submit such DOJ BJA grant application.

2: If the grant is awarded, the City Council strongly supports the completion of the training and authorizes the City Manager to sign an appropriate grant agreement on behalf of the City as grantee of the DOJ BJA grant.

This Resolution shall be in full force and effect from and after its passage

Passed and adopted this 3rd day of August 2022.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: August 3, 2022

Presented By: Greg Caton, City Manager, John Shaver, City Attorney

Department: City Manager's Office

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Regarding the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC Redevelopment Agreement

RECOMMENDATION:

For second reading and to conduct a public hearing to consider the proposed redevelopment agreement and approve an ordinance regarding the Conjunction Junction LLC/Richmark Real Estate Partners LLC redevelopment of the property located at 200 Rood Avenue, Grand Junction, Colorado.

EXECUTIVE SUMMARY:

The City Council is being asked to authorize and confirm the redevelopment agreement ("Agreement") by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City, and the Downtown Grand Junction Development Authority ("DDA") for the property located at 200 Rood Avenue, Grand Junction, Colorado. The terms of the Agreement, include but are not limited to a) the City waiving or paying fees, as defined by the Agreement, in an amount not to exceed \$2,408,219.00 (\$2.4 million) for and on behalf of Conjunction for the redevelopment of the Property; and, b) the purchase of Rood Avenue right of way together with improvements thereto to be made by Conjunction; and c) a pledge by the DDA of tax increment, all as provided in the Agreement.

The \$2.4 million is a calculation of the total value of the incentive to the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials in the amount of \$659,000. Therefore, the net amount that may be directly paid by the City is \$1.7 million, which would occur at the end of the project. The completion of the project at this point is estimated to occur in 2025.

BACKGROUND OR DETAILED INFORMATION:

The City Council is being asked to authorize and confirm the redevelopment agreement ("Agreement") by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City, and the Downtown Grand Junction Development Authority ("DDA") for the property located at 200 Rood Avenue, Grand Junction, Colorado. The terms of the Agreement, include but are not limited to a) the City waiving or paying fees, as defined by the Agreement, in an amount not to exceed \$2,408,219.00 for and on behalf of Conjunction for the redevelopment of the Property; and, b) the purchase of Rood Avenue right of way together with improvements thereto to be made by Conjunction; and c) a pledge by the DDA of tax increment, all as provided in the Agreement.

In accordance with this Ordinance, the City Council may confirm and authorize the Agreement and any and all actions consistent with and to be taken subsequent to the adoption of the Ordinance, by the officers, employees and agents of the City, if/when such action(s) is(are) pursuant to C.R.S 31-25-801-822, the Agreement, together with the findings made therein, and with any applicable City and DDA Plans, ordinance(s), resolution(s), or other document(s) all of which shall be substantially construed to affect the intent and purposes thereof as required by C.R.S. 31-25-807(4)(a).

FISCAL IMPACT:

The \$2.4 million is a calculation of the total value of the incentive to the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials in the amount of \$659,000. Therefore, the net amount that may be directly paid by the City is \$1.7 million, which would occur at the end of the project. If this ordinance is passed on second reading, as required per the authorized agreement, the funds to be paid directly will be included in the budget year as applicable upon completion of the project.

Estimated annual property tax revenue upon completion of the commercial development is \$162,000 per year.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5089, an ordinance approving the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC redevelopment agreement for the property located at 200 Rood Avenue, Grand Junction, Colorado, on final passage and order final publication in pamphlet form.

Attachments

1. Executed DDA Resolution 2022-03
2. Redevelopment Agreement - Redline version 200 Rood Ave

3. Preliminary Financial Plan
4. Letter from Accountant
5. Loan Financing
6. Letter - 200 Rood Ave Redevelopment
7. DRAFT- Redevelopment Agreement 200 Rood Ave Redevelopment
8. ORD-200 Rood 063022

GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

DDA RESOLUTION 2022-03

A RESOLUTION CONDITIONALLY AUTHORIZING AND CONFIRMING A REDEVELOPMENT AGREEMENT BY AND AMONG CONJUNCTION JUNCTION LLC, A COLORADO LIMITED LIABILITY COMPANY, ("CONJUNCTION"), THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPAL CORPORATION ("CITY"), AND THE DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO ("AUTHORITY" OR "DDA") FOR THE PROPERTY LOCATED AT 200 ROOD AVENUE, GRAND JUNCTION, COLORADO AND RATIFYING ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

Richmark Real Estate Partners LLC is the owner of the real property commonly known and addressed as 200 Rood Avenue, Grand Junction, Colorado, ("Property") which is more particularly described in the Redevelopment Agreement attached hereto and incorporated by this reference as if fully set forth ("Agreement"). The Property which is located within the boundaries of the Authority is blighted and will benefit from redevelopment. In accordance with Colorado law, the Authority has established tax increment financing, which provides a financial tool to stimulate and support certain redevelopment activities. In addition to the tax increment finance the City Council has been asked to waive/pay certain fees as the same are defined and described in the Agreement.

With the formation of the DDA a Plan of Development ("Plan of Development") was adopted by the Grand Junction City Council in 1981, with the Plan of Development being revised by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02.

Consistent with the Plan of Development as revised, and to the extent the same is implemented by and with the Agreement, which will serve to remedy the slum and blight conditions which the DDA finds to exist on the Property, the DDA does, subject to annual appropriation, commit certain financial support to assist with reinvestment by Conjunction to deter further economic and physical deterioration of the Property and otherwise encourage the reinvestment, remediation of the slum and blight conditions and redevelopment of the Property as called for in the Agreement.

By and with this Resolution the DDA expresses its support for and approval of the pledge and the Agreement, subject to approval of the Agreement by the Grand Junction City Council.

With the full and final approval of the Agreement, the DDA finds and determines that the construction of the project called for in the Agreement, will serve a public purpose, promote the health, safety, prosperity, security, and general welfare of the inhabitants of the DDA and will serve to halt or prevent the deterioration of property values or structures within the DDA redevelopment boundary area.

In accordance with the Agreement, Conjunction intends to redevelop the Property as a multi-family residential project, featuring at least 250 dwelling units, together with related amenities and uses (collectively, the "Project"). Given that the Project is consistent with the Plan of

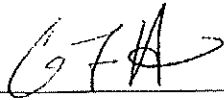
Development as revised, will ensure the availability of new housing that is within walking distance of businesses, services, and employment and the Project will reduce sprawl by maximizing the use of existing infrastructure, the DDA Board finds that the Project is consistent with the sound needs and plans of the DDA as a whole for the redevelopment of the Property/construction of the Project. Conjunction.

The Authority Board having been duly advised in the premises does adopt this Resolution 2022-03 finding and determining that the construction and installation of the Project will serve a public purpose(s) and contribute to the redevelopment of the City as contemplated by the Plan of Development as amended and as provided by applicable Colorado law.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY BOARD THAT:

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Resolution the Board of the Grand Junction Colorado Downtown Development Authority hereby conditionally authorizes and confirms the attached Agreement by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City of Grand Junction, and the Downtown Grand Junction Development Authority for the property located at 200 Rood Avenue, Grand Junction, Colorado and ratifies actions heretofore taken in connection therewith as provided in Recitals and the Agreement. The foregoing authorization and confirmation is wholly contingent on and subject to a) approval of the Agreement by the Grand Junction City Council and b) any and all pledges of tax increment as provided in the Agreement are subject to annual appropriation.
2. In accordance with and pursuant to this Resolution, the Authority Board confirms and authorizes the Agreement and any and all actions consistent therewith be taken subsequent to the adoption of this Resolution by the officers, employees and agents of the DDA if/when such action(s) is(are) pursuant to C.R.S 31-25-801-822, the Agreement, together with the findings made herein, and with any applicable City and DDA Plans, ordinance(s), resolution(s), or other document(s) all of which shall be substantially construed to affect the intent and purposes thereof as required by C.R.S. 31-25-807(4)(a).
3. The DDA Board finds and declares that this Resolution and the Agreement authorized and confirmed, subject to City Council approval of the same and if the Agreement is approved subject to annual appropriation by the DDA, is approved and adopted for the public health, safety, and welfare and that this Resolution bears a rational relation to the lawful objectives sought to be obtained all as provided by Colorado law.

This Resolution 2022-03 was read and approved this 14th day of July 2022 and the Redevelopment Agreement by and among Conjunction Junction LLC, a Colorado Limited Liability Company, by Western States Management Services, LLC, a Colorado limited liability company, its manager, the Downtown Grand Junction Development Authority, and the City of Grand Junction for the property located at 200 Rood Avenue, Grand Junction, Colorado is conditionally approved as provided herein. All actions heretofore taken in connection herewith are ratified.



Cole Hanson, Vice-Chair
Downtown Grand Junction Development Authority

ATTEST:



Vonda Bauer, Administrative Specialist
Downtown Grand Junction Development Authority

**REDEVELOPMENT AGREEMENT
(200 ROOD AVE., GRAND JUNCTION, CO)**

This REDEVELOPMENT AGREEMENT (this “Agreement”) dated as of _____, 2022 (“Effective Date”), is made by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph ~~10~~11 (“Developer”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”). Developer, City, and Authority are sometimes collectively called the “Parties,” and individually, a “Party.”

RECITALS

WHEREAS, Developer is the owner of certain real property known as 200 Rood Avenue, Grand Junction, CO, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “Property”); and

WHEREAS, the Property is located within the boundaries of the Downtown Development Authority district (the “DDA District”), which Property is blighted and will benefit from the Authority undertaking an effort at redevelopment; and

WHEREAS, the formation of the DDA District also included the establishment of tax increment financing, which provides a financial tool as authorized under state law to stimulate and support certain redevelopment activities; and

WHEREAS, commensurate with the formation of the DDA District, a Plan of Development (“**Plan of Development**”) encompassing the legal boundaries of the Authority was adopted by the Grand Junction City Council in a Resolution adopted and approved on December 16, 1981; and

WHEREAS, the Authority may extend financial support from its tax increment district to secure the redevelopment of the Property/development of the Project; and

WHEREAS, Developer has provided the City and the Authority with ~~a~~the preliminary financing plan attached hereto as Exhibit E (the “Preliminary Financing Plan”), which evidences to the City and ~~DDA~~Authority that the Developer has the financial capacity to undertake the Project;

WHEREAS, consistent with the City’s Comprehensive Plan, the City has established and adopted a physical area within the community known as the Redevelopment Boundary Area and associated Redevelopment Policy adopted by Resolution 93-19 and amended by Resolution 03-20 (“**Redevelopment Boundary Area**”), within which it has identified property conditions that warrant support to stimulate reinvestment to deter properties from economic and physical deterioration due to their age and condition; and

WHEREAS, The Plan of Development was amended by Ordinances 4881 and most recently by Ordinance 4937 known as Vibrant Together: A Downtown Initiative – A Plan of Development of Downtown, adopted by the Authority. The Authority has expressed an interest in working with the City to develop a program to jump-start redevelopment by lowering operating costs for developers in the DDA District; and

WHEREAS, with the establishment and adoption of the Vibrant Together - Plan of Development, the City Council made findings that establishment of the Redevelopment Boundary Area would serve a public use, and promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City, and would halt or prevent the deterioration of property values or structures within the central business district and the growth of blighted areas therein, and by making such findings authorized the City to incur obligations, and to pledge as security therefor the tax increments consistent with the provisions of §§ 31-25-801 - 822, C.R.S.; and

WHEREAS, the Property is also located within the Redevelopment Boundary Area; and

WHEREAS, Developer intends to redevelop the Property as a multi-family residential project, featuring at least 250 residential units, together with related amenities and uses (collectively, the “Project”); and

WHEREAS, construction of the Project is consistent with the adopted Plan of Development and, as such, will reduce conditions of distress or disinvestment in the DDA District; maximize the efficient provision of infrastructure and public services throughout the DDA District; will ensure the availability of housing to area residents; and will provide a dense population of customers for the surrounding businesses; and

WHEREAS, the City and DDA have reviewed the conceptual plans for the Project attached hereto as Exhibit B (the “**Conceptual Plans**”), and determined the Project is substantially consistent with the City’s Zoning and Development Code and will further stated goals and policies of the City’s 2020 One Grand Junction Comprehensive Plan and the Plan of Development. The Parties acknowledge that the final design of the Project will be subject to the City’s entitlement and permitting process; and

WHEREAS, the Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the DDA District as contemplated by the Plan of Development as amended.

NOW, THEREFORE, the Parties hereto, for themselves, their permitted successors, and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

DEFINITIONS

1. “Act” means Part 8 of Article 25 of Title 31, Colorado Revised Statutes.

2. **"Authority Payments"** has the meaning set forth in Paragraph 2(A) below.
3. **"Commence" "Commenced" or "Commencement"** means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
4. **"Complete" "Completed" or "Completion"** means issuance of temporary or final certificates of occupancy for all buildings within the Project.
5. **"Conceptual Plans"** are/consists of the documents marked and attached to this agreement as Exhibit B.
6. **"DDA District"** has the meaning assigned to such term in the Recitals.
7. **"Fees"** means all fees imposed by the City with respect to the development of the Project, including, without limitation, any City application fees, impact fees (*e.g.*, Parks & Recreation, Fire, Traffic, Park Dedication, *etc.*), development review fees, fees imposed as a condition to the issuance of a City Planning Clearance or other permit, tap fees, and City sales and use tax charged for materials used in construction of the Project.
8. **"Fee Cap"** means \$2,408,219.
9. **"Plan of Development"** has the meaning assigned to such term in the Recitals.
10. **"Preliminary Financing Plan"** is/consists of the documents marked and attached to this agreement as Exhibit —E.
11. **"Project"** has the meaning assigned to such term in the Recitals.
12. **"Property"** the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of, all Fees, not to exceed the Fee Cap as provided herein.

2. Authority Payments.

a. From and after the Commencement of the Project, the Authority shall, subject to annual appropriation, pay to Developer those amounts set forth on Schedule 1 attached hereto and incorporated herein (the **"Authority Payments"**), with (i) the first Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Commenced the Project; (ii) the second Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has incurred \$20,000,000 or more in total costs to design and develop the Project, which notice shall be accompanied by a

letter or other evidence from the construction lender for the Project confirming the same; (iii) the third Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Completed the Project; and (iv) each Authority Payment thereafter being due and payable on the anniversary of the Completion of the Project until all of the Authority Payments listed on Schedule I have been paid to the Developer.

b. The Authority shall not initiate any action that impairs the rights of the Parties under this Agreement or prohibits or restricts the Authority's performance of any of its obligations under this Agreement.

c. The Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and promote development/ redevelopment as contemplated by the Plan of Development as amended and Colorado law.

3. Development Deadlines.

a. Notwithstanding anything to the contrary in this Agreement: (i) Developer shall have no obligation to construct all or any portion of the Project, or to timely Commence or Complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only certain phases of the Project, and to Commence and Complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City's entitlement and permitting process. If, subject to Paragraph 23 below, Developer fails to Commence the Project on or before the date that is seven (7) calendar months after the Effective Date ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-nine (29) calendar months after the date of Commencement ("**Completion Deadline**"), then (A) Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable, and (B) Developer shall not be entitled to receive, and the Authority shall not be obligated to pay, any Authority Payments that accrue after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. City Council approval will be required to grant any extension request.

4. Acquisition of Rood Avenue ROW. Within thirty (30) days after Completion of the Project, Developer shall sell to the City, and the City shall acquire from Developer, the approximately 0.38-acre portion of Rood Avenue depicted on Exhibit B along with the improvements to be constructed on such property in accordance with the approved plans for the Project (the "**Rood Avenue ROW**") for use as a public right of way, by means of special warranty deed, AS-IS and without representation or warranty of any kind, express or implied, but

subject to the warranty requirements in the Code. The City shall pay the Developer \$300,000 for Rood Avenue ROW concurrently with the sale of the Rood Avenue ROW to the City. The closing of such sale will occur by means of an escrow established with First American Title Company (the "Title Company"), and the City and Developer agree to execute commercially reasonable escrow instructions with the Title Company to effect the closing of such sale. In accordance with Paragraph 3, Developer shall have no obligation under this Agreement to construct all or any portion of the improvements for the Rood Avenue ROW and may, in its sole discretion, elect to undertake none, all, or only certain phases of the Rood Avenue ROW, and to Commence and Complete the Rood Avenue ROW at any time or never, subject to the City's entitlement and permitting process.

5. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the event of a default, the defaulting Party is permitted thirty (30) calendar days to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys' fees and costs. Except as provided in this Paragraph 4, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party's breach of this Agreement.

6. No Waiver of Grand Junction Municipal Code ("Code"): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code.

7. Governmental Immunity: The Parties agree that the City and the Authority, in entering this Agreement, do not waive governmental immunity as described in C.R.S. 24-10-101, *et seq.* No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

8. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties' authorized representatives (or their successors) as identified

herein at the addresses listed below. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City: City Manager
City of Grand Junction
Attention: Greg Caton
250 North 5th Street
Grand Junction, CO 81501
Email: gregc@gjcity.org

With copy to: City Attorney
City of Grand Junction
Attention: John Shaver
250 North 5th Street
Grand Junction, CO 81501
Email: johns@gjcity.org

For the Authority: Downtown Grand Junction Development Authority
Attention: Brandon Stam
101 South 3rd Street, Suite 100
Grand Junction, CO 81501
Email: brandon@downtown.org

For Developer: Conjunction Junction, LLC
c/o Richmark Real Estate Partners, LLC ~~(What is the relationship
between?)~~
5200 W. 20th Street
Greeley, CO 80634
Attn: Adam Frazier
Email: ~~adam@richmarkcompanies.com~~ adam@richmarkcompanies.com

With copy to: Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attn: Carolynne C. White, Esq.
Charlie J. Smith, Esq.
Email: cwhite@bhfs.com
~~ejsmith@bhfs.com~~ cjsmith@bhfs.com

9. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement

will remain enforceable to the fullest extent permitted by law.

10. Venue and Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

11. Assignment:

a. The City, Developer, and Authority shall not assign any rights or obligations under this Agreement without the prior written consent of the other Parties except as follows.

b. Prior to Completion, Developer may assign, pledge, collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice to the City and the Executive Director of Authority containing the name and address of the assignee, to: (a) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (b) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (a) and (b) being a "Permitted Assignee").

c. After Completion, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City and the Executive Director of the Authority containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City or the Authority, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply

with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph ~~10~~11.

12. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

13. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

14. Counterparts: This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

15. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

16. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

17. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

18. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

19. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 4011. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this Agreement.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to §24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

21. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit C, which will be recorded in the real property records of Mesa County, Colorado.

22. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith.

23. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

24. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer's performance of an obligation pursuant to this Agreement: fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment, epidemics; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer's reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or

permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute "Entitlement Delays". "Material Litigation" includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City, Authority, or both arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

25. Estoppel Certificates. The City and Authority, at any time and from time to time upon not less than ten (10) business days' prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit D, which form is acceptable to the Authority, Developer, and the City.

26. Representations and Warranties

a. Developer represents and warrants to the City and Authority that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to Developer's actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Authorization.** Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein, ~~including but not limited to the Preliminary Financing Plan and the Conceptual Plans,~~ shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement.¹ The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. **Organization of Developer.** Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado

¹ NTD: The Preliminary Financing Plan and Conceptual Plans are not agreements that are executed by Developer, and aren't enforceable against Developer. They are preliminary and conceptual and are being provided for informational purposes.

and with full power to enter into and to perform its obligations under this Agreement. ~~In consideration of the Parties entering into this Agreement Richmark Real Estate Partners LLC ("Richmark") shall be the guarantor of the Developer for all obligations, demands and purposes arising out of and under this Agreement. Richmark irrevocably and unconditionally guarantees to the City and the Authority the due, full, and punctual performance and discharge by the Developer of all obligations under or arising from the Agreement and that Richmark will undertake, perform, and discharge whenever the Developer fails to perform or discharge any such obligation(s) when due.~~

iv. **No Breach or Prohibition.** To Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

b. The City represents and warrants to Developer and the Authority that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by

any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

c. The Authority represents and warrants to the City and Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the Authority's actual knowledge, threatened litigation or claim against the Authority that would prohibit the Authority from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The Authority is a body corporate and politic of the State of Colorado, validly existing under the laws of the State of Colorado and has the power to enter into this Agreement.

iii. **Authority.** All proceedings required to be taken on the part of the Authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Authority's governing documents. Each person executing and delivering this Agreement has due and proper authority to execute and deliver this Agreement. This Agreement shall constitute a valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

iv. **No Breach or Prohibition.** To the Authority's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the Authority. To the Authority's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the Authority is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the Authority.

[SIGNATURE PAGES TO FOLLOW]

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado

Mayor

City Clerk

Date

Downtown Grand Junction Development
Authority

Authorized Signature

Printed Name

Date

Developer

~~CONJUNCTION JUNCTION~~ Conjunction Junction, LLC,
a Colorado limited liability company

By: Western States Management Services, LLC,
a Colorado limited liability company,
its Manager

By: _____

~~Richmark Real Estate Partners, LLC~~ as guarantor ???

By: _____

Signature Pages – 1

Approved as to Substance:

City Manager

Approved as to Legal Form:

City Attorney

Approved as to Availability of Funds:

Director of Finance

EXHIBIT A

[Signature Pages – 3](#)

EXHIBIT A

Legal Description and Depiction

Tamra Allen [TA1] July 1, 2022 12:28 AM
Has Renee reviewed the legal description?

(Added graphics) Inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the Intersection of First Street and Rood Avenue to the West line of the Intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the Intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 in Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.

Ex. A - I

EXHIBIT B

Conceptual Plans

[to be attached]

Ex. B – 1

EXHIBIT C

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:
Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attention: Kathy Golden

MEMORANDUM OF REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT is made as of _____, 2022, by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph ~~10~~11 (“Developer”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”). Developer, City, and Authority are sometimes collectively called the “Parties,” and individually, a “Party.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2022 (the “Redevelopment Agreement”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “Property”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap, and the Authority has agreed to make certain Authority Payments to the Developer, such obligations being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Memorandum. Additionally, a copy of an executed original Memorandum signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

Ex. C – 1

DRAFT

EXHIBIT "A"

Legal Description

Lots 1 through 24, both inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

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LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.



Ex. C – 3

EXHIBIT D

Form of Estoppel Certificate

To: CONJUNCTION JUNCTION, LLC, a Colorado limited liability company
("Developer")

From: [CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation
("City")] [OR] [DOWNTOWN GRAND JUNCTION DEVELOPMENT
AUTHORITY, a body corporate and politic of the State of Colorado
("Authority")]

Date: _____, 20__

Re: The Redevelopment Agreement, dated as of _____, 2022, by and between
Developer, the [City / Authority], and the [CITY OF GRAND JUNCTION, a
Colorado Home Rule municipal corporation ("City")] [OR] [DOWNTOWN
GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and
politic of the State of Colorado ("Authority")]. Capitalized terms used but not
defined herein shall have the meanings ascribed to them in the Agreement.

The [City / Authority] hereby certifies, warrants, represents, and agrees, as of the
date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified,
supplemented, or amended in any way, except as expressly described above.

2. The Developer has timely and fully performed its obligations under the
Agreement through the date of this Estoppel Certificate. There exists no default under, violation
of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists
that, with the giving of notice or the lapse of time, or both, would constitute a default under,
violation of, or failure to comply with the Agreement.

3. The Commencement Deadline is _____ and the Completion Deadline is
_____.

4. The Developer Commenced the Project on _____ and Completed the
Project on _____. [modify as applicable]

5. Through the date of this Agreement, [the Authority has made \$ _____ in
Authority Payments] / [the City has waived or paid \$ _____ in Fees] in accordance with this
Agreement.

6. The [City / Authority] hereby approves of the Developer's assignment of
the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement.
[modify as applicable]

Ex. D – 1

24118810.13

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance _____] / [the Authority at a public hearing held on _____ pursuant to Resolution _____].

8. The [City / Authority] agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The [City / Authority] has not assigned the Agreement.

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the [City / Authority] made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the "Reliance Parties"), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the [City / Authority] and its successors and assigns, and inure to the benefit of the Reliance Parties.

[signature on following page]

Ex. ED - 2

24118810.13

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

[CITY OR AUTHORITY SIGNATURE BLOCK]

By: _____

Name: _

Title: _

DRAFT

Ex.  - 3

24118810.13

EXHIBIT E

Preliminary Financing Plan

[to be attached]

Ex. E – I

24118810.14

SCHEDULE 1

~~[Table eliminated]~~ Authority Payments ~~(Clean up required)~~

Authority Payments	Amounts
Payment 1	\$ 225,000
Payment 2	\$ 350,000
Payment 3	\$ 600,000
Payment 4	\$ 700,000
Payment 5	\$ 600,000
Payment 6	\$ 500,000
Payment 7	\$ 300,000
Payment 8	\$ 225,000
Total	\$ 3,500,000

Schedule 1 – 1

~~24148810.13~~ [24118810.14](#)

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 7/11/2022 12:56:17 PM	
Style name: Brownstein	
Intelligent Table Comparison: Active	
Original DMS: iw://dm.bhfs.com/ACTIVE/24118810/13	
Modified DMS: iw://dm.bhfs.com/Active/24118810/14	
Changes:	
Add	53
Delete	28
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	7
Embedded Excel	0
Format changes	0
Total Changes:	88

The Junction - Preliminary Financing Plan

7/11/2022

Sources & Uses

USES			
	Description	%	\$\$\$
1	Acquisition Costs	4%	\$ 2,600,000
2	Horizontal & Vertical Costs	73%	\$ 49,367,645
3	Soft Costs	8%	\$ 5,372,999
4	City Fees & Use Tax	3%	\$ 2,133,954
5	Contingency	9%	\$ 6,175,496
6	Lender Costs and Interest Reserve	3%	\$ 2,153,616
TOTAL USES			\$ 67,803,710
SOURCES			
	Description	%	\$\$\$
7	ANB Bank ⁽¹⁾	55%	\$ 37,292,040
8	City Waiver of Fees	3%	\$ 2,133,954
9	City Acquisition of ROOD Ave.,	0.4%	\$ 300,000
10	DDA Payments #1 & #2	1%	\$ 575,000
11	Equity ⁽²⁾	41%	\$ 27,502,716
TOTAL SOURCES			\$ 67,803,710

Footnotes:

1. Please see attached commitment letter from ANB Bank.
2. Equity is inclusive of \$3.2 million spent to date. Please see attached letter from a 3rd party CPA verifying sufficient funds.



Bartels & Company, LLC
CERTIFIED PUBLIC ACCOUNTANTS

July 13, 2022

To whom it may concern,

As the third party Certified Public Accountant for the Richardson family and their multiple business entities (collectively "Richmark") I am writing this letter to inform you that I have reviewed the organizational structure of Conjunction Junction, LLC (the "Company"), the sources and uses included in this Preliminary Financing Plan and the personal financials for each the of individual Richardson family members that are participating in the ownership of the Company.

Upon my review I can confirm that (i) the members of the Company are all individuals of the Richardson family and (ii) the members of the Company have the financial capacity to fund the equity as noted in the sources and uses. I acknowledge that the City of Grand Junction and the DDA is relying on this letter and the above representations in making their decisions.

Sincerely,

Richard J. Bartels
President



July 13, 2022

Conjunction Junction LLC aka "The Junction"
200 Rood Ave.
Grand Junction, CO

Re: Bank financing

To whom it may concern:

ANB Bank is pleased to extend an approval to you for portfolio financing in the amount of \$37,500,000. The loan amount shall be limited to the lessor of 55% of the project cost or 60% of the appraised complete value.

This loan approval is based upon an analysis of information submitted by Conjunction Junction LLC and Richmark Holdings Inc. We have reviewed the project plans and budget and have determined that the development group has the expertise and financial capacity to complete the project. ANB Bank is pleased to be the lending partner on this project.

Thank you for choosing ANB Bank for your lending needs! We are committed to a smooth loan process and unparalleled customer service. Please contact call me directly at 970-254-1805 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CD', is placed over the printed name 'Chris Dunkin'.

Chris Dunkin
Community Bank President
ANB Bank
2608 N 12th St
Grand Junction, CO 81501
NMLS ID #: 985181





July 11, 2022

Doug Simons Jr.
c/o Grand Junction Downtown Development Authority Board
101 S. 3rd Street, Suite 100
Grand Junction, CO 81501

Via Electronic Mail Delivery

Re: 200 Rood Redevelopment – Conjunction Junction LLC/Richmark Real Estate Partners
LLC

Dear Chair Simons and Members of the DDA Board,

With this letter I write regarding the Grand Junction Downtown Development Authority Board (DDA Board) consideration of a redevelopment incentive agreement with Conjunction Junction LLC/Richmark Real Estate Partners LLC for the property located at 200 Rood Avenue. The proposed agreement will be before the DDA Board at its July 14, 2022, meeting.

Because my employer ANB Bank has had some negotiations with the possible developer of the project, and because those negotiations may develop into ANB lending on the project, I am providing this written notice of my recusal from participation in the DDA Board deliberations of the draft agreement. I will not be involved in any recommendation either for or against the agreement, and if the agreement is approved, I will not vote or otherwise participate in any action relative to the possible annual appropriation of tax increment by the DDA Board for the project.

I have consulted with the Board's legal counsel, and he has advised that to avoid any appearance of a conflict of interest that I recuse myself from the consideration of the proposed agreement and/or if the agreement is approved by the DDA Board and the City Council, any approval of any budget expenditure by the DDA Board in support of the project.

I ask that Vonda file a copy of this letter in the DDA records.

Sincerely,

Vance Wagner
Grand Junction Downtown Development Authority Board
Grand Junction, Colorado

pc: Greg Caton
John Shaver

DOWNTOWN DEVELOPMENT AUTHORITY

BUSINESS IMPROVEMENT DISTRICT

DOWNTOWN CREATIVE DISTRICT

101 S 3rd Street, Suite 100

Grand Junction, CO 81501

(970) 245-9697

www.downtowngj.org

**REDEVELOPMENT AGREEMENT
(200 ROOD AVE., GRAND JUNCTION, CO)**

This REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of _____, 2022 (“**Effective Date**”), is made by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph 11 (“**Developer**”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“**Authority**”). Developer, City, and Authority are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

RECITALS

WHEREAS, Developer is the owner of certain real property known as 200 Rood Avenue, Grand Junction, CO, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “**Property**”); and

WHEREAS, the Property is located within the boundaries of the Downtown Development Authority district (the “**DDA District**”), which Property is blighted and will benefit from the Authority undertaking an effort at redevelopment; and

WHEREAS, the formation of the DDA District also included the establishment of tax increment financing, which provides a financial tool as authorized under state law to stimulate and support certain redevelopment activities; and

WHEREAS, commensurate with the formation of the DDA District, a Plan of Development (“**Plan of Development**”) encompassing the legal boundaries of the Authority was adopted by the Grand Junction City Council in a Resolution adopted and approved on December 16, 1981; and

WHEREAS, the Authority may extend financial support from its tax increment district to secure the redevelopment of the Property/development of the Project; and

WHEREAS, Developer has provided the City and the Authority with the preliminary financing plan attached hereto as Exhibit E (the “**Preliminary Financing Plan**”), which evidences to the City and Authority that the Developer has the financial capacity to undertake the Project;

WHEREAS, consistent with the City’s Comprehensive Plan, the City has established and adopted a physical area within the community known as the Redevelopment Boundary Area and associated Redevelopment Policy adopted by Resolution 93-19 and amended by Resolution 03-20 (“**Redevelopment Boundary Area**”), within which it has identified property conditions that warrant support to stimulate reinvestment to deter properties from economic and physical deterioration due to their age and condition; and

WHEREAS, The Plan of Development was amended by Ordinances 4881 and most recently by Ordinance 4937 known as Vibrant Together: A Downtown Initiative – A Plan of

Development of Downtown, adopted by the Authority. The Authority has expressed an interest in working with the City to develop a program to jump-start redevelopment by lowering operating costs for developers in the DDA District; and

WHEREAS, with the establishment and adoption of the Vibrant Together - Plan of Development, the City Council made findings that establishment of the Redevelopment Boundary Area would serve a public use, and promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City, and would halt or prevent the deterioration of property values or structures within the central business district and the growth of blighted areas therein, and by making such findings authorized the City to incur obligations, and to pledge as security therefor the tax increments consistent with the provisions of §§ 31-25-801 - 822, C.R.S.; and

WHEREAS, the Property is also located within the Redevelopment Boundary Area; and

WHEREAS, Developer intends to redevelop the Property as a multi-family residential project, featuring at least 250 residential units, together with related amenities and uses (collectively, the “**Project**”); and

WHEREAS, construction of the Project is consistent with the adopted Plan of Development and, as such, will reduce conditions of distress or disinvestment in the DDA District; maximize the efficient provision of infrastructure and public services throughout the DDA District; will ensure the availability of housing to area residents; and will provide a dense population of customers for the surrounding businesses; and

WHEREAS, the City and DDA have reviewed the conceptual plans for the Project attached hereto as Exhibit B (the “**Conceptual Plans**”), and determined the Project is substantially consistent with the City’s Zoning and Development Code and will further stated goals and policies of the City’s 2020 One Grand Junction Comprehensive Plan and the Plan of Development. The Parties acknowledge that the final design of the Project will be subject to the City’s entitlement and permitting process; and

WHEREAS, the Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the DDA District as contemplated by the Plan of Development as amended.

NOW, THEREFORE, the Parties hereto, for themselves, their permitted successors, and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

DEFINITIONS

1. “**Act**” means Part 8 of Article 25 of Title 31, Colorado Revised Statutes.
2. “**Authority Payments**” has the meaning set forth in Paragraph 2(A) below.
3. “**Commence**” “**Commenced**” or “**Commencement**” means the beginning of on-

site physical construction of the Project, including without limitation demolition of existing structures.

4. **“Complete” “Completed” or “Completion”** means issuance of temporary or final certificates of occupancy for all buildings within the Project.

5. **“Conceptual Plans”** are/consists of the documents marked and attached to this agreement as Exhibit B.

6. **“DDA District”** has the meaning assigned to such term in the Recitals.

7. **“Fees”** means all fees imposed by the City with respect to the development of the Project, including, without limitation, any City application fees, impact fees (*e.g.*, Parks & Recreation, Fire, Traffic, Park Dedication, *etc.*), development review fees, fees imposed as a condition to the issuance of a City Planning Clearance or other permit, tap fees, and City sales and use tax charged for materials used in construction of the Project.

8. **“Fee Cap”** means \$2,408,219.

9. **“Plan of Development”** has the meaning assigned to such term in the Recitals.

10. **“Preliminary Financing Plan”** is/consists of the documents marked and attached to this agreement as Exhibit E.

11. **“Project”** has the meaning assigned to such term in the Recitals.

12. **“Property”** the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of, all Fees, not to exceed the Fee Cap as provided herein.

2. Authority Payments.

a. From and after the Commencement of the Project, the Authority shall, subject to annual appropriation, pay to Developer those amounts set forth on Schedule 1 attached hereto and incorporated herein (the **“Authority Payments”**), with (i) the first Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Commenced the Project; (ii) the second Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has incurred \$20,000,000 or more in total costs to design and develop the Project, which notice shall be accompanied by a letter or other evidence from the construction lender for the Project confirming the same; (iii) the third Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Completed the Project;

and (iv) each Authority Payment thereafter being due and payable on the anniversary of the Completion of the Project until all of the Authority Payments listed on Schedule 1 have been paid to the Developer.

b. The Authority shall not initiate any action that impairs the rights of the Parties under this Agreement or prohibits or restricts the Authority's performance of any of its obligations under this Agreement.

c. The Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and promote development/ redevelopment as contemplated by the Plan of Development as amended and Colorado law.

3. Development Deadlines.

a. Notwithstanding anything to the contrary in this Agreement: (i) Developer shall have no obligation to construct all or any portion of the Project, or to timely Commence or Complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only certain phases of the Project, and to Commence and Complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City's entitlement and permitting process. If, subject to Paragraph 23 below, Developer fails to Commence the Project on or before the date that is seven (7) calendar months after the Effective Date ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-nine (29) calendar months after the date of Commencement ("**Completion Deadline**"), then (A) Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable, and (B) Developer shall not be entitled to receive, and the Authority shall not be obligated to pay, any Authority Payments that accrue after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. City Council approval will be required to grant any extension request.

4. Acquisition of Rood Avenue ROW. Within thirty (30) days after Completion of the Project, Developer shall sell to the City, and the City shall acquire from Developer, the approximately 0.38-acre portion of Rood Avenue depicted on Exhibit B along with the improvements to be constructed on such property in accordance with the approved plans for the Project (the "**Rood Avenue ROW**") for use as a public right of way, by means of special warranty deed, AS-IS and without representation or warranty of any kind, express or implied, but subject to the warranty requirements in the Code. The City shall pay the Developer \$300,000 for Rood Avenue ROW concurrently with the sale of the Rood Avenue ROW to the City. The closing of such sale will occur by means of an escrow established with First American Title Company (the

“Title Company”), and the City and Developer agree to execute commercially reasonable escrow instructions with the Title Company to effect the closing of such sale. In accordance with Paragraph 3, Developer shall have no obligation under this Agreement to construct all or any portion of the improvements for the Rood Avenue ROW and may, in its sole discretion, elect to undertake none, all, or only certain phases of the Rood Avenue ROW, and to Commence and Complete the Rood Avenue ROW at any time or never, subject to the City’s entitlement and permitting process.

5. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the event of a default, the defaulting Party is permitted thirty (30) calendar days to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys’ fees and costs. Except as provided in this Paragraph 4, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party’s breach of this Agreement.

6. No Waiver of Grand Junction Municipal Code (“Code”): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code.

7. Governmental Immunity: The Parties agree that the City and the Authority, in entering this Agreement, do not waive governmental immunity as described in C.R.S. 24-10-101, *et seq.* No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

8. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties’ authorized representatives (or their successors) as identified herein at the addresses listed below. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to

acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City: City Manager
City of Grand Junction
Attention: Greg Caton
250 North 5th Street
Grand Junction, CO 81501
Email: gregc@gjcity.org

With copy to: City Attorney
City of Grand Junction
Attention: John Shaver
250 North 5th Street
Grand Junction, CO 81501
Email: johns@gjcity.org

For the Authority: Downtown Grand Junction Development Authority
Attention: Brandon Stam
101 South 3rd Street, Suite 100
Grand Junction, CO 81501
Email: brandon@downtown.org

For Developer: Conjunction Junction, LLC
c/o Richmark Real Estate Partners, LLC
5200 W. 20th Street
Greeley, CO 80634
Attn: Adam Frazier
Email: adam@richmarkcompanies.com

With copy to: Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attn: Carolynne C. White, Esq.
Charlie J. Smith, Esq.
Email: cwhite@bhfs.com
cjsmith@bhfs.com

9. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

10. Venue and Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

11. Assignment:

a. The City, Developer, and Authority shall not assign any rights or obligations under this Agreement without the prior written consent of the other Parties except as follows.

b. Prior to Completion, Developer may assign, pledge, collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice to the City and the Executive Director of Authority containing the name and address of the assignee, to: (a) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (b) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (a) and (b) being a "**Permitted Assignee**").

c. After Completion, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City and the Executive Director of the Authority containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City or the Authority, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph 11.

12. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement,

are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

13. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

14. Counterparts: This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

15. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

16. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

17. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

18. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

19. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 11. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or

understandings with regard to the subject matter of this Agreement.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to §24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

21. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit C, which will be recorded in the real property records of Mesa County, Colorado.

22. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith.

23. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

24. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer's performance of an obligation pursuant to this Agreement: fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment, epidemics; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer's reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute "**Entitlement Delays**". "**Material Litigation**" includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City, Authority, or both arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

25. Estoppel Certificates. The City and Authority, at any time and from time to time upon not less than ten (10) business days' prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit D, which form is acceptable to the Authority, Developer, and the City.

26. Representations and Warranties

a. Developer represents and warrants to the City and Authority that the following statements are true as of the Effective Date:

i. ***No Litigation.*** There is no pending or, to Developer's actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. ***Authorization.*** Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement.^[1] The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. ***Organization of Developer.*** Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado and with full power to enter into and to perform its obligations under this Agreement.

iv. ***No Breach or Prohibition.*** To Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

¹ NTD: The Preliminary Financing Plan and Conceptual Plans are not agreements that are executed by Developer and aren't enforceable against Developer. They are preliminary and conceptual and are being provided for informational purposes.

b. The City represents and warrants to Developer and the Authority that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

c. The Authority represents and warrants to the City and Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the Authority's actual knowledge, threatened litigation or claim against the Authority that would prohibit the Authority from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The Authority is a body corporate and politic of the State of Colorado, validly existing under the laws of the State of Colorado and has the power to enter into this Agreement.

iii. **Authority.** All proceedings required to be taken on the part of the Authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Authority's governing documents. Each person executing and delivering this Agreement has due and proper authority to execute and deliver this Agreement. This Agreement shall constitute a valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

iv. **No Breach or Prohibition.** To the Authority's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the Authority. To the Authority's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the Authority is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the Authority.

[SIGNATURE PAGES TO FOLLOW]

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado

Mayor

City Clerk

Date

Downtown Grand Junction Development Authority

Authorized Signature

Printed Name

Date

Developer

Conjunction Junction, LLC,
a Colorado limited liability company

By: Western States Management Services, LLC,
a Colorado limited liability company,
its Manager

By: _____
Tyler Richardson, Manager

Approved as to Substance:

City Manager

Approved as to Legal Form:

City Attorney

Approved as to Availability of Funds:

Director of Finance

EXHIBIT A

Legal Description and Depiction

Lots 1 through 24, both inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 in Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.



EXHIBIT B

Conceptual Plans

[to be attached]

DRAFT

EXHIBIT C

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:
Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attention: Kathy Golden

MEMORANDUM OF REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT is made as of _____, 2022, by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph 11 (“**Developer**”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“**Authority**”). Developer, City, and Authority are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2022 (the “**Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap, and the Authority has agreed to make certain Authority Payments to the Developer, such obligations being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Memorandum. Additionally, a copy of an executed original Memorandum signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

EXHIBIT "A"

Legal Description

Lots 1 through 24, both inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 in Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.

EXHIBIT D

Form of Estoppel Certificate

To: CONJUNCTION JUNCTION, LLC, a Colorado limited liability company
("Developer")

From: [CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation
("City")] [OR] [DOWNTOWN GRAND JUNCTION DEVELOPMENT
AUTHORITY, a body corporate and politic of the State of Colorado
("Authority")]

Date: _____, 20__

Re: The Redevelopment Agreement, dated as of ____, 2022, by and between
Developer, the [City / Authority], and the [CITY OF GRAND JUNCTION, a
Colorado Home Rule municipal corporation ("City")] [OR] [DOWNTOWN
GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and
politic of the State of Colorado ("Authority")]. Capitalized terms used but not
defined herein shall have the meanings ascribed to them in the Agreement.

The [City / Authority] hereby certifies, warrants, represents, and agrees, as of the
date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified,
supplemented, or amended in any way, except as expressly described above.
2. The Developer has timely and fully performed its obligations under the
Agreement through the date of this Estoppel Certificate. There exists no default under, violation
of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists
that, with the giving of notice or the lapse of time, or both, would constitute a default under,
violation of, or failure to comply with the Agreement.
3. The Commencement Deadline is _____ and the Completion Deadline is
_____.
4. The Developer Commenced the Project on _____ and Completed the
Project on _____. [modify as applicable]
5. Through the date of this Agreement, [the Authority has made \$ _____ in
Authority Payments] / [the City has waived or paid \$ _____ in Fees] in accordance with this
Agreement.
6. The [City / Authority] hereby approves of the Developer's assignment of
the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement.
[modify as applicable]

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance ____] / [the Authority at a public hearing held on _____ pursuant to Resolution ____].

8. The [City / Authority] agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The [City / Authority] has not assigned the Agreement.

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the [City / Authority] made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the “**Reliance Parties**”), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the [City / Authority] and its successors and assigns, and inure to the benefit of the Reliance Parties.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

[CITY OR AUTHORITY SIGNATURE BLOCK]

By: _____

Name: _

Title: __

EXHIBIT E

Preliminary Financing Plan

[to be attached]

DRAFT

Ex. E – 1

SCHEDULE 1

Authority Payments

Authority Payments	Amounts
Payment 1	\$ 225,000
Payment 2	\$ 350,000
Payment 3	\$ 600,000
Payment 4	\$ 700,000
Payment 5	\$ 600,000
Payment 6	\$ 500,000
Payment 7	\$ 300,000
Payment 8	\$ 225,000
Total	\$ 3,500,000

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE AUTHORIZING AND CONFIRMING A REDEVELOPMENT AGREEMENT BY
4 AND AMONG CONJUNCTION JUNCTION LLC, A COLORADO LIMITED LIABILITY
5 COMPANY, ("CONJUNCTION"), THE CITY OF GRAND JUNCTION, A COLORADO HOME
6 RULE MUNICIPAL CORPORATION ("CITY"), AND THE DOWNTOWN GRAND JUNCTION
7 DEVELOPMENT AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF
8 COLORADO ("AUTHORITY") FOR THE PROPERTY LOCATED AT 200 ROOD AVENUE, GRAND
9 JUNCTION, COLORADO AND RATIFYING ALL ACTIONS HERETOFORE TAKEN IN
10 CONNECTION THEREWITH

11 RECITALS:

12 Richmark Real Estate Partners LLC is the owner of the real property commonly known
13 and addressed as 200 Rood Avenue, Grand Junction, Colorado, ("Property") which is
14 more particularly described in the Redevelopment Agreement attached hereto and
15 incorporated by this reference as if fully set forth ("Agreement"). The Property which is
16 located within the boundaries of the Downtown Development Authority ("DDA") is
17 blighted and will benefit from redevelopment. In accordance with Colorado law, the
18 DDA has established tax increment financing, which provides a financial tool to
19 stimulate and support certain redevelopment activities. In addition to the tax increment
20 finance the City Council has agreed to waive and shall cause to be paid certain fees
21 as the same are defined in the Agreement.

22 With the formation of the DDA a Plan of Development ("Plan of Development") was
23 adopted by the Grand Junction City Council in 1981, with the Plan of Development
24 being revised by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02.
25 Consistent with the Plan of Development as revised, and to the extent the same is
26 implemented by this Ordinance and/or the Agreement, and the City's Comprehensive
27 Plan, the City has established and adopted a physical area within which the City and
28 the DDA have found conditions that deserve City and DDA financial support to
29 stimulate reinvestment and/or to deter further economic and physical deterioration
30 ("City and DDA Plans"). This Ordinance, together with the Agreement and the
31 redevelopment that will result, will serve a public purpose, promote the health, safety,
32 prosperity, security, and general welfare of the inhabitants of the City, and will halt or
33 prevent the deterioration of property values or structures within the DDA
34 redevelopment boundary area/the City.

35 In accordance with the Agreement, Conjunction intends to redevelop the Property as
36 a multi-family residential project, featuring at least 250 units, together with related
37 amenities and uses (collectively, the "Project"). Given that the Project is consistent with
38 the Plan of Development as revised and, as such, will ensure the availability of new
39 housing that is within walking distance of businesses, services, and employment and the
40 Project will reduce sprawl by maximizing the use of existing infrastructure, the City

Council finds that the Project is consistent with the sound needs and plans of the municipality as a whole for the redevelopment of the Property by Conjunction.

On July 14, 2022, the DDA adopted Resolution 2022 -___ conditionally approving the Agreement, finding and determining that the construction and installation of the Project in accordance with the Agreement will serve a public purpose(s) and contribute to the redevelopment of the City as contemplated by the City and DDA Plans. Resolution 2022 - _____ is incorporated by this reference as if fully set forth.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance, the City Council of the City of Grand Junction hereby authorizes and confirms the redevelopment agreement ("Agreement") by and among Conjunction Junction LLC a Colorado Limited Liability Company, ("Conjunction") or its successors and assigns as permitted in accordance with the Agreement, the City of Grand Junction ("City"), and the Downtown Grand Junction Development Authority ("DDA") for the property located at 200 Rood Avenue, Grand Junction, Colorado ("Property") and ratifying actions heretofore taken in connection therewith as provided in Recitals, the Agreement and this Ordinance.
2. The terms of the Agreement, include but are not limited to a) the City waiving or paying fees, as defined by the Agreement, in an amount not to exceed \$2,408,219.00 for and on behalf of Conjunction for the redevelopment of the Property; and, b) the purchase of Rood Avenue right of way together with improvements thereto to be made by Conjunction; and c) a pledge by the DDA of tax increment, all as provided in the Agreement.
3. In accordance with and pursuant to this Ordinance, the City Council of the City of Grand Junction, Colorado confirms and authorizes the Agreement and any and all actions consistent with and to be taken subsequent to the adoption of this Ordinance, by the officers, employees and agents of the City, if/when such action(s) is(are) pursuant to C.R.S 31-25-801-822, the Agreement, together with the findings made therein, and with any applicable City and DDA Plans, ordinance(s), resolution(s), or other document(s) all of which shall be substantially construed to affect the intent and purposes thereof as required by C.R.S. 31-25-807(4)(a).
4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

83
84 5. The City Council finds and declares that this Ordinance is promulgated and
85 adopted for the public health, safety and welfare and this Ordinance bears a
86 rational relation to the lawful objectives sought to be obtained.
87

88 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a
89 hearing for __2022, this 20th day of July 2022.

90 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in
91 pamphlet form this _____ day of August 2022.

92
93 _____
94 Anna M. Stout
95 President of the Council
96

97 _____
98 Amy Phillips
99 City Clerk



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: August 3, 2022
Presented By: Nicole Galehouse, Principal Planner
Department: Community Development
Submitted By: Nicole Galehouse, AICP, Principal Planner

Information

SUBJECT:

An Ordinance Rezoning 4.69 Acres from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac), Located at the Southwest Corner of UnawEEP Avenue and Alta Vista Court

RECOMMENDATION:

The Planning Commission heard this request at the July 12, 2022 meeting and voted 6-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Olan Clark, on behalf of Dry Dock Development, LLC, Property Owner, is requesting a rezone from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac) for 4.69-acres located at the southwest corner of UnawEEP Ave and Alta Vista Dr in anticipation of future development. The requested R-5 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac), if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated on the south side of UnawEEP Avenue near its eastern termination at 29 Road, approximately ¼ mile south of the Colorado River. The property is currently vacant. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 to expand options for future development on the site. The current City zoning for the property is R-4 (Residential 4 du/ac).

The property has access to utility services with sewer and water lines running along UnawEEP Ave, Alta Vista Ct, and Rock Creek Dr, which terminates on the property's

western boundary. The property was annexed by the City in 2006. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan, which supports growth on properties that are adjacent to existing developments. The subject property is surrounded by existing subdivisions, minimizing the impact on infrastructure. The “Residential Low” land use designation within this category is implemented through zone districts with a range of 2 to 5.5 units per acre.

The request for a rezone anticipates future subdivision and development on the property. The Comprehensive Plan adopted in 2020 changed the future land use designations in the comprehensive plan, amending the subject property from Residential Medium Low (2 – 4 du/ac) to Residential Low (2 – 5.5 du/ac). While the current zone district of R-4 implements the future land use designation, the R-5 zone district supports the comprehensive plan goals of concentrating urban growth and reinforcing community standards by providing greater flexibility in dwelling types.

The purpose of the R-5 (Residential – 5 du/ac) zone district is to provide for medium density detached and attached dwellings and multifamily where there are adequate public facilities and where it is not ideal for large lot development. While it allows for multifamily development, the R-5 zone district is more commonly flagged by townhome development, allowing for greater density while maintaining a more traditional neighborhood character.

In addition to the R-5 (Residential – 5 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Low (2 – 5.5 du/ac):

- a. R-4 (Residential – 4 du/ac)
- b. CSR (Community Services and Recreation)

The properties adjacent to the subject property to the south and northwest are still in the County with a zoning of RSF-4 (Residential Single Family – 4), with City future land use designations of Residential Low and Mixed Use, respectively. The properties to the east and north are within the City, zoned R-4 with a future land use designation of Residential Low.

NOTIFICATION REQUIREMENTS

A virtual Neighborhood Meeting regarding the proposed rezone request was held through Zoom on Thursday, February 3, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The applicant and their representative were in attendance, along with a representative from City Staff and approximately 10-12 neighbors. The owner’s representative provided an overview of the proposed development and the City review process. Concern was expressed at the meeting regarding the increased density of the project and the impact of the project on traffic at the intersection of Unaweep Ave and 29 Rd. Neighbors also had questions about how irrigation would be provided, the price range and specifications of the proposed homes, and fencing and landscaping requirements.

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 a new application sign on June 15, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 11, 2022. The notice of this public hearing was published March 15, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

With the existing R-4 zoning on the property, development could still occur and be consistent with the 2020 Comprehensive Plan. The R-5 zone district provides the ability for up to an additional 7 units on the property along with increased flexibility in dwelling type. During the 2020 Comprehensive Plan adoption process, the land use designation on this site was amended from Residential Medium Low to Residential Low. In name only, this may seem like a decrease in intensity, but the amended Plan consolidated land use designations. The new Residential Low designation contemplates a desired density of 2 – 5.5 du/ac, where the Residential Medium Low only permitted 2 – 4 du/ac. This change to the Comprehensive Plan constitutes a subsequent event which now allows for the R-5 zone district to implement the future land use. Therefore, staff finds that this criterion is met.

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

The surrounding neighborhoods have been largely unchanged in the time since the property was annexed and the R-4 zone district was applied. While there has been some residential development, the overall character of this growth has not been significantly altered. So, while the amendment is consistent with the Plan, the character of the area is not the impetus for the request. 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

Public sanitary sewer service, Ute Water domestic water service, Xcel electrical gas and power service, stormwater sewer through Orchard Mesa Drainage District, and irrigation through Orchard Mesa Irrigation Company are available to the site. Transportation infrastructure is generally adequate to serve development

of the type and scope associated with the R-5 zone district. The City Fire Department expressed no concern about providing service for the additional density proposed by the rezone. Therefore, staff finds that this criterion is met.

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

As demonstrated in the City's recent Housing Needs Assessment, Grand Junction has a need for additional housing, both in terms of general quantity and as it relates to varied housing types and price ranges. This property is one of the last vacant large tracts in the area that is available for new housing. By allowing for smaller lot sizes yet maintaining the low density character, the proposed rezone creates the opportunity for lower priced lots that are suitable for entry level and/or retirement housing. Therefore, Staff finds this criterion to be met.

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

While the property remains vacant, it underutilizes the land use vision for this property/area as provided in the 2020 Comprehensive Plan. By rezoning the property to R-5, the City encourages attainable housing development by allowing the developer to increase the number of units that can be built on the required infrastructure, thus lowering the price per lot. The property is located 2 miles south of I70B and 1 mile north of US 50, providing reasonable access to employment opportunities. It also creates a new community that can benefit from a close location to the outdoor recreational opportunities of the Colorado River. Therefore, Staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of the relevant sections of the Comprehensive Plan that support this request.

Implementing the Comprehensive Plan. The proposed rezone to R-5 (Residential – 5 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Land Use Plan: Relationship to Existing Zoning
 - Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
 - The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Low. As outlined in the background section of this staff report, the R-5 zone

district is a permissible district to implement the Residential Low designation.

- Plan Principle 3: Responsible and Managed Growth
 - Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - Goal: Encourage infill and redevelopment to leverage existing infrastructure.
 - The proposed rezone will allow for infill development in an area of the City where infrastructure is readily available and other neighborhoods with similar densities have been constructed. The R-5 zone district creates opportunities for more attainable housing while maintaining the low density residential character, increasing compatibility with the surrounding neighborhoods.
- 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.
 - The R-5 (Residential – 5 du/ac) zone district allows for flexibility in low density residential development through reduced bulk standards and additional dwelling types, which in turn creates opportunities for housing options to meet a variety of needs in the community.
- Plan Principle 6: Efficient and Connected Transportation
 - Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
 - The subject property is located just along one of the City's Active Transportation Corridors that runs along Unaweep Ave. With its close proximity to 29 Road, the trail network also connects to the Colorado Riverfront Trail System, providing greater connectivity throughout the City.
- Plan Principle 8: Resource Stewardship
 - Goal: Promote the use of sustainable development.
 - Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the City. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure, which is already available on the site of the proposed rezone.
- Chapter 3 – Land Use and Growth: Intensification and Tiered Growth Plan
 - Subject property is located within Tier 2 (Suburban Infill) – Description: Areas within the existing UDB and 201 that are urbanizing or proximate to areas that are urbanizing. This Tier also includes areas that were mostly developed in unincorporated Mesa County and infrequently improved with

urban infrastructure such as curb, gutter, sidewalks, and parks. Annexation is appropriate for new development and redevelopment in Tier 2 areas, though annexation for existing subdivisions and/or neighborhoods is not generally desirable.

- Policy: In Tier 2, the City should promote the annexation of those parcels which are surrounded by, 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. Tier 2 includes western portions of Redlands on the City's west side, as well as Pear Park and Orchard Mesa.
- As previously discussed, the subject property has infrastructure that is already available on-site. As one of the only vacant properties in the area, it is a prime candidate for suburban infill development.
- Orchard Mesa Neighborhood Plan: Housing Trends
 - Goal: A broad mix of housing types is available on Orchard Mesa to meet the needs of a variety of incomes, family types, and life stages.
 - The R-5 (Residential – 5 du/ac) zone district allows for flexibility in the lot layouts and type of dwelling units that can be built per the Zoning & Development Code. With this ability, it becomes easier to add diversity to the housing stock in the area that meets different generational and demographic needs.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Ute Canyon Rezone request, for a rezone from R-4 (Residential 4 du/ac) to R-5 (Residential – 5 du/ac) for the property located at the southwest corner of Unawee Ave and Alta Vista ct, the following findings of facts have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
- 2) The request is consistent with the vision (intent), goals, and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this action.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5090, an ordinance rezoning approximately 4.69 acres from an R-4 (Residential - 4 du/ac) zone district to a R-5 (Residential - 5 du/ac) zone district located at the southwest corner of UnawEEP Ave and Alta Vista Ct on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Development Application Form
2. Exhibit 2 - Meeting Notes
3. Exhibit 3 - Site Maps & Pictures of Site
4. Pumpkin Ridge Public Comment
5. Exhibit 4 - Draft Zoning Ordinance

Development Application

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

Petition For: PUMPKIN RIDGE SUBDIVISION (LOT 1)

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

Existing Land Use Designation RESIDENTIAL

Existing Zoning R-4

Proposed Land Use Designation SAME

Proposed Zoning R-5

Property Information

Site Location: SOUTH OF UNAWEEP, WEST OF 29 ROAD

Site Acreage: 4.69

Site Tax No(s): 2943-301-94-001

Site Zoning: R-4

Project Description: REZONE TO R-5 (21 LOTS) ON 4.69 ACRES

Property Owner Information

Name: DRY DOCK DEVELOPMENT, LLC

Street Address: 444 MONTERO ST

City/State/Zip: GJ, CO 81507

Business Phone #: 970 250-2809

E-Mail: REAGENT@GJHOMES.COM

Fax #: 970-243-2896

Contact Person: OLAN CLARK

Contact Phone #: 970 250-2809

Applicant Information

Name: OLAN CLARK

Street Address: 131 N 6TH ST #200

City/State/Zip: GJ, CO 81501

Business Phone #: 970-242-5505

E-Mail: REAGENT@GJHOMES.COM

Fax #: 11

Contact Person: OLAN CLARK

Contact Phone #: 970 250-2809

Representative Information

Name: ROLLAND CONSULTING ENG.

Street Address: 405 ROGERS BLVD

City/State/Zip: GJ, CO 81507

Business Phone #: 970 243-8300

E-Mail: KENT@REEGJ.COM

Fax #: N/A

Contact Person: KENT SHAFFER

Contact Phone #: 970-243-8300

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

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

Signature of Person Completing the Application



Date 4/6/22

Signature of Legal Property Owner



Date 4/6/22

UTE CANYON SUBDIVISION
Rezone and Preliminary/Final Plan Application Request
NEIGHBORHOOD MEETING
April 13, 2022

A neighborhood meeting to discuss the pending Rezone and Preliminary/Final Plan application request was held at 5:30 p.m. on April 11 at 3210 I-70 Business Loop Unit 14N in the Mesa Pointe Shopping Center adjacent to Chin-Chin Restaurant.

In addition to the applicant and his representative, 12 neighbors out of the approximately 138 that were notified of the Neighborhood Meeting attended. An attendance roster is attached.

An overview of the proposed development and the City's approval process was presented by the owner's representative and the staff planner. The meeting lasted about 60 minutes.

Topics specific to development proposal discussed mainly included the existing irrigation ditch laterals located on the east, west and north sides of the proposed development and the importance of maintaining these laterals. The applicant indicated to the neighbors that irrigation water is not anticipated to be delivered to each lot due to their small size.

Other topics that were discussed included:

- Support of the proposed buffer strip along the east boundary of the development.
- The architectural style and character of the proposed dwellings.
- Maximum building heights.
- Type and style of boundary fencing.
- Future D ¼ Road extension and improvements.
- Development schedule and City approval processing.

Respectfully submitted,

Stacey Cook, Manager
Lucky Us Properties, LLC.

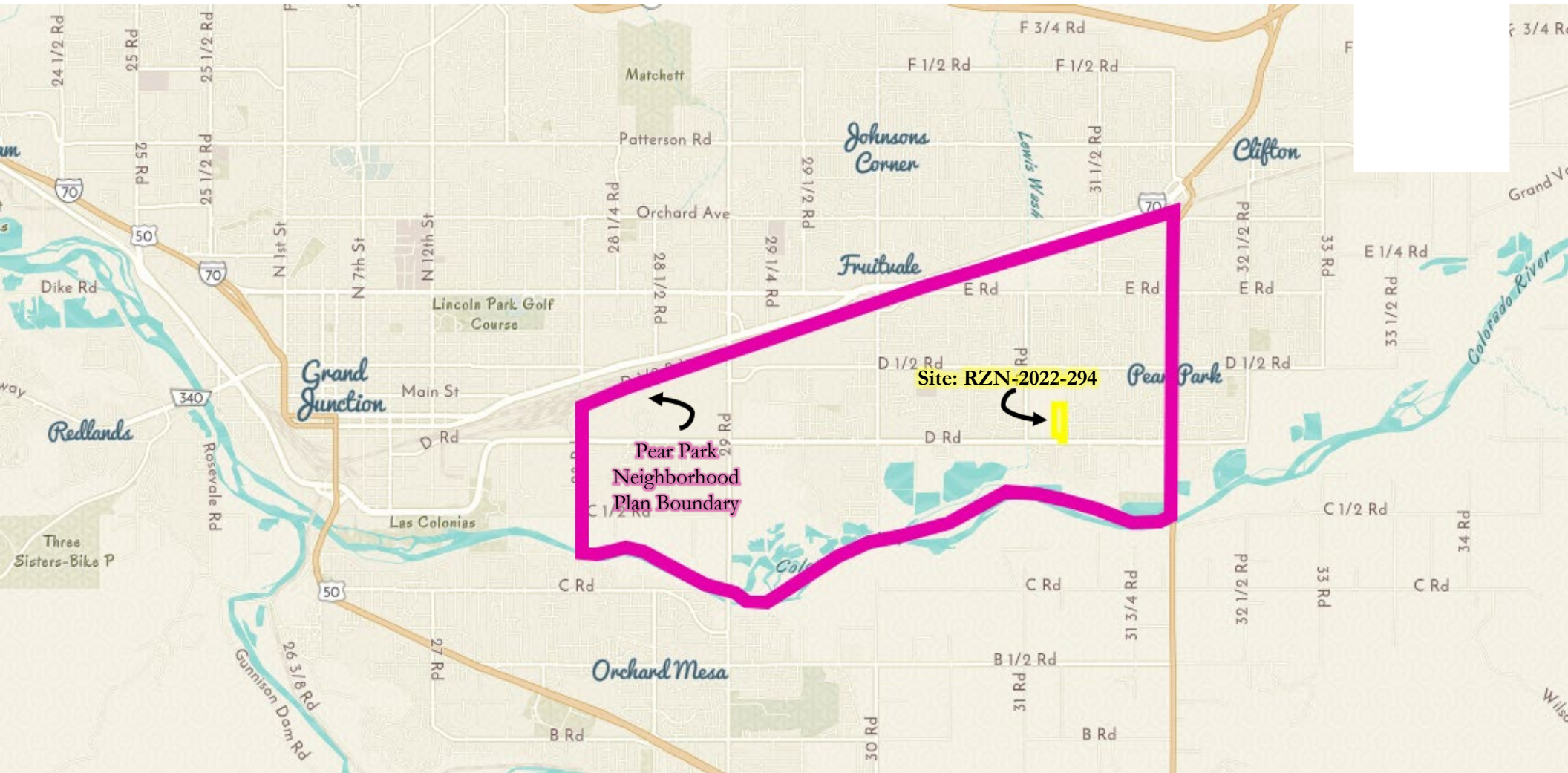
Attachment: Attendance Roster

NEIGHBORHOOD MEETING
3210 I-70 Business Loop, Unit 14N
5:30 pm, April 11, 2022

[illegible]

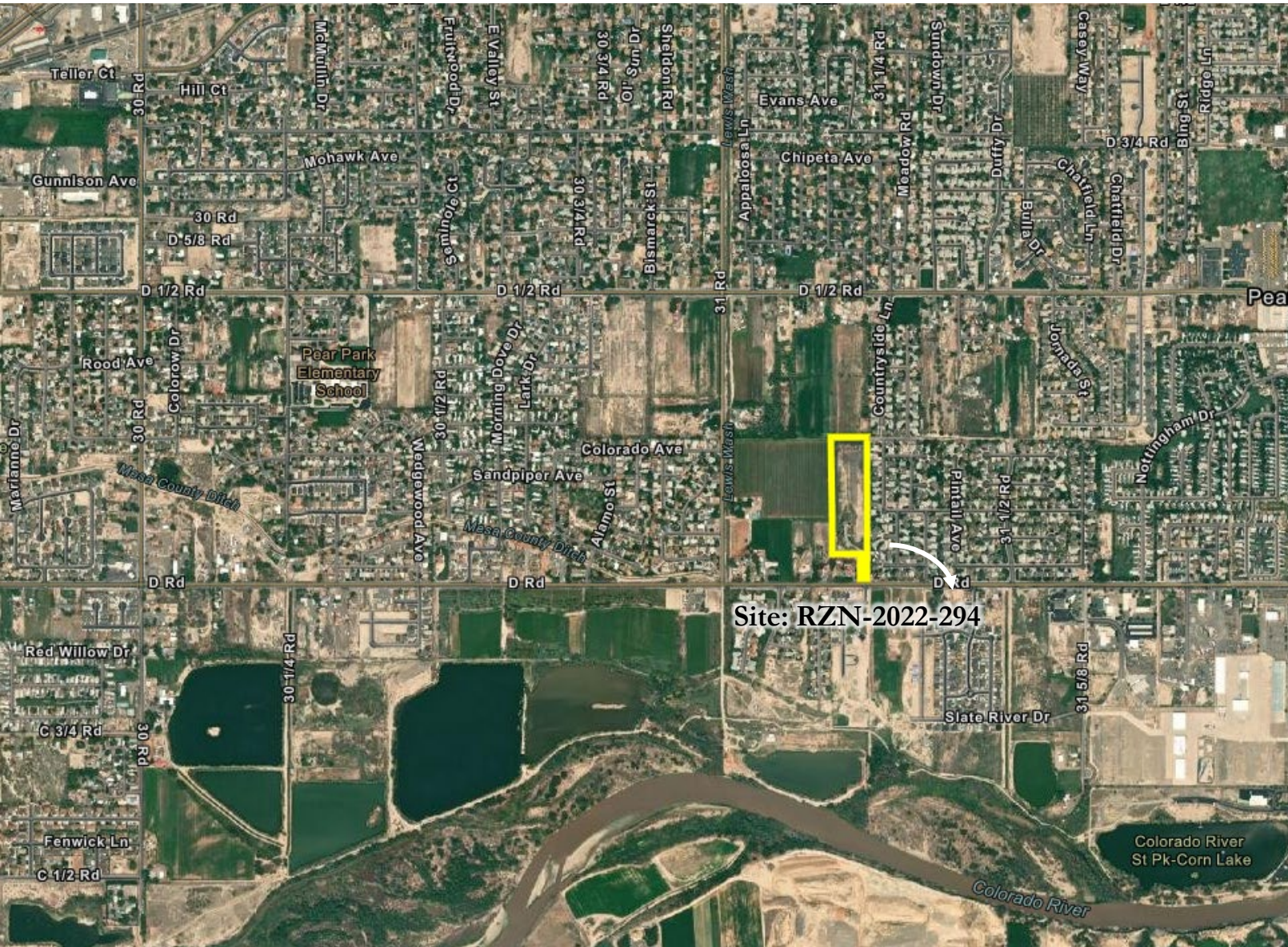
Ute Canyon Rezone

Vicinity Map



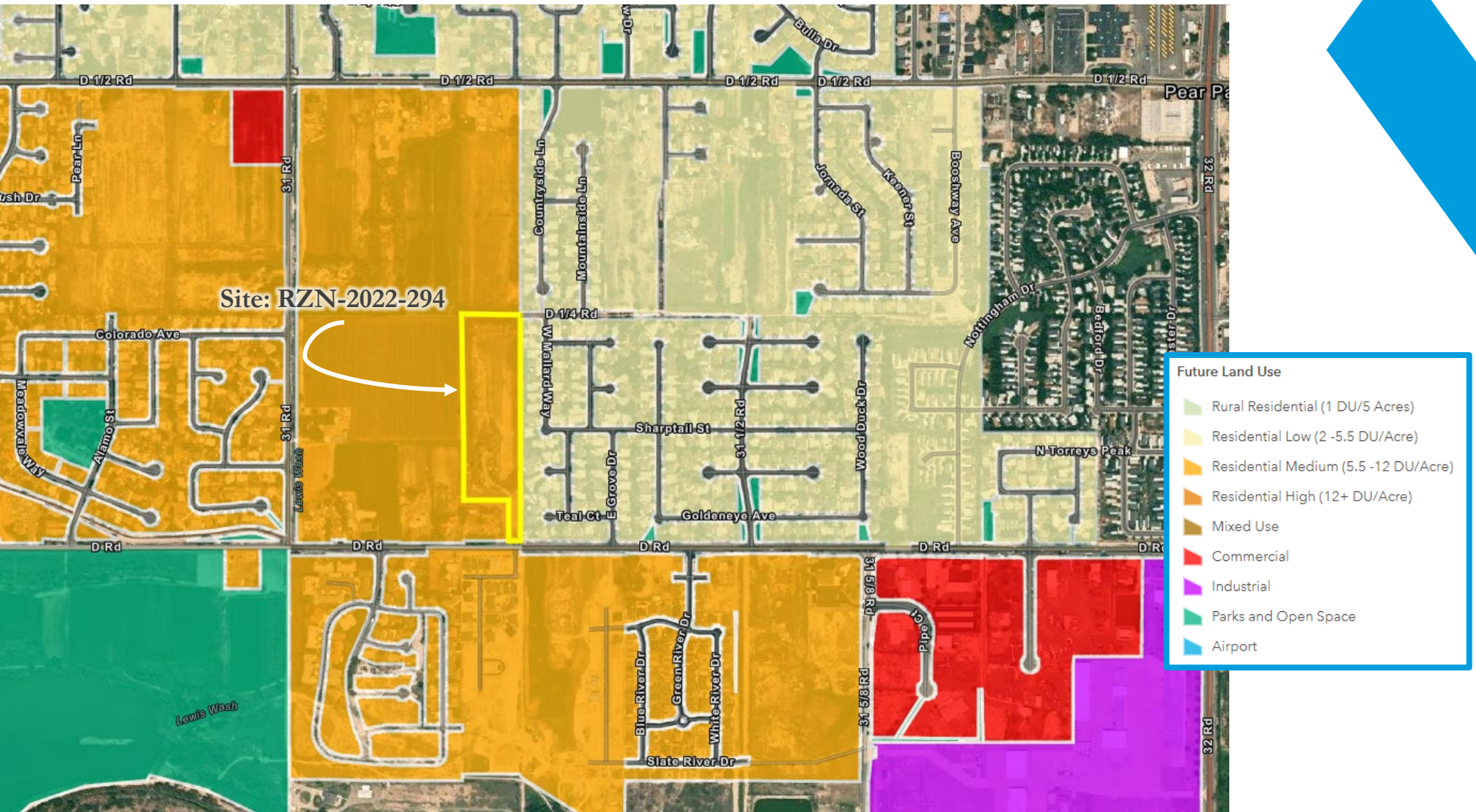
Ute Canyon Rezone

Site Location Map



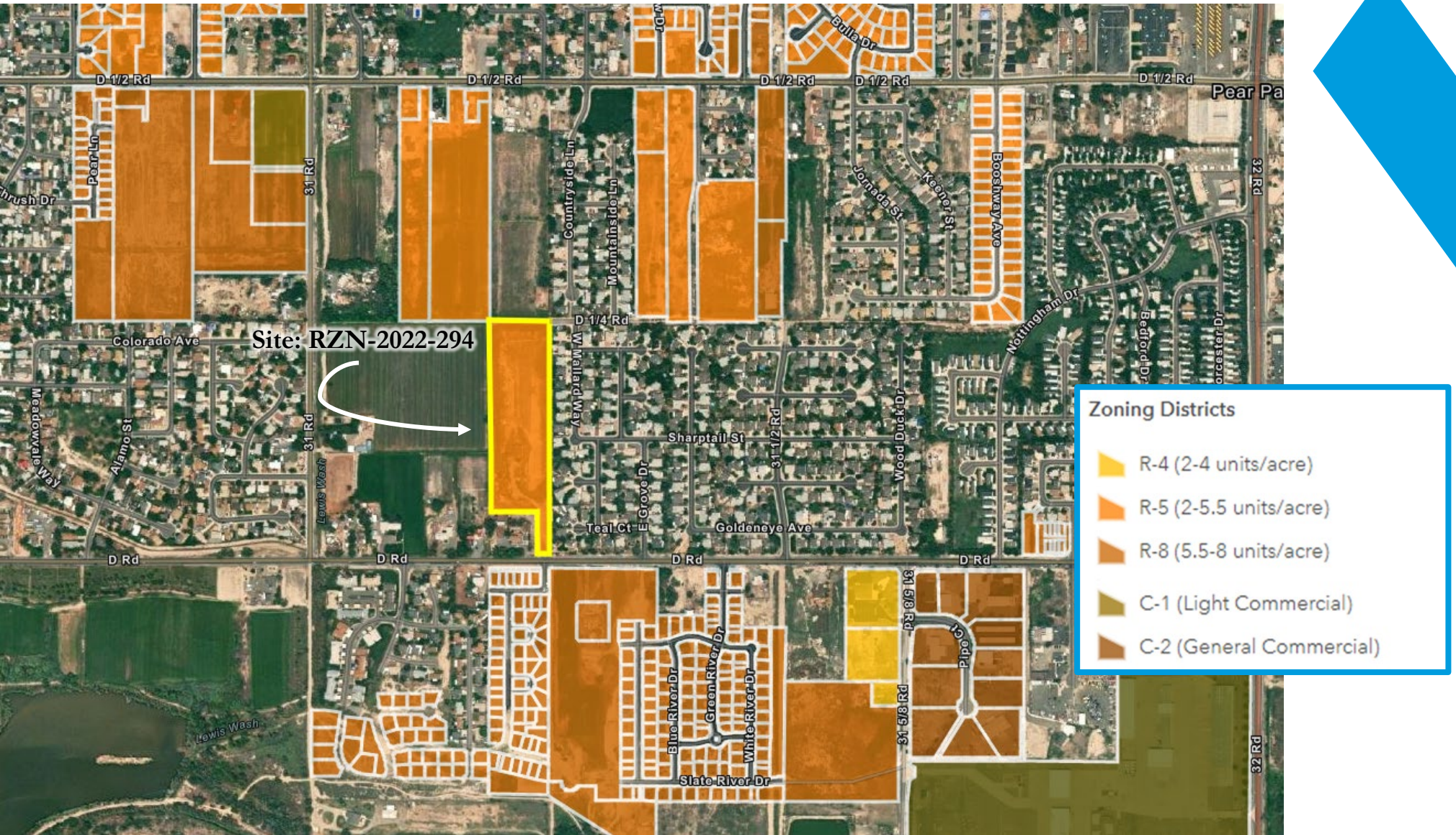
Ute Canyon Rezone

Land Use Map



Ute Canyon Rezone

Zoning Map



From: Council <council@gjcity.org>

Sent: Tuesday, July 19, 2022 10:37 AM

To: Abe Herman <abeh@gjcity.org>; Anna Stout <annas@gjcity.org>; Belinda White <belindaw@gjcity.org>; Chuck McDaniel <chuckmc@gjcity.org>; Council <council@gjcity.org>; Dennis Simpson <denniss@gjcity.org>; Greg Caton <gregc@gjcity.org>; John Shaver <johns@gjcity.org>; Phillip Pe'a <phillipp@gjcity.org>; Randall Reitz <randallr@gjcity.org>; Rick Taggart <rickt@gjcity.org>

Subject: FW: Pumpkin Ridge Rezoning Opposition

FYI: Madame Mayor and Members of Council, the message below from Chris McGillivary, regarding the rezoning of the Pumpkin Ridge Subdivision, was left on Council's email this morning:

*Belinda White
Administrative Specialist
(970) 244-1508*



From: Chris McGillivary <mac24455@msn.com>

Sent: Tuesday, July 19, 2022 8:56 AM

To: Council <council@gjcity.org>

Subject: Pumpkin Ridge Rezoning Opposition

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

Dear City Council,

We are writing to express our strong opposition to the proposed rezoning at the of the Pumpkin Ridge subdivision. While our local community may be unable to prevent development in general, that in itself will be detrimental to the Orchard Mesa area. All of the residents we've met with and have spoken to in the Unawee Heights HOA and surrounding neighborhoods are completely opposed to the addition of multi-family housing and/or zero-lot homes, which will significantly cause and increase traffic and safety problems, create even more problems with our local schools that are already over-capacity, and lower the property values of the existing neighborhoods.

The negative financial impact and loss of investment to existing homeowners in the area should outweigh the profit margins of a few, such as the developer and real estate agents involved in the project. The developer and agents do not reside in this neighborhood.

Traffic and safety of pedestrians are major areas of concern. Traffic congestion to and from Orchard Mesa via Unaweeep Ave and 29RD is already ridiculous with a constant line and flow of traffic spanned between the Riverside Parkway and B 1/2RD, and with no turning lane in place at the intersection of 29RD for southbound traffic turning onto Unaweeep Ave., the intersection and route is routinely stalled by traffic turning onto Unaweeep Ave. While the traffic may be lighter on average throughout the day, the local neighborhood traffic will disproportionately surge during morning and evening rush hours, causing traffic issues during critical times for the existing area neighborhoods. The traffic surge during morning rush hours will also negatively impact safety for our children, since many students walk to school in the mornings. In general, the area traffic is continuing to increase, and heavy traffic is already common and problematic. Schools in the area are already reported at overcapacity, even after we just recently built a new school due to area growth and the overcrowding it has created, and the Council should not approve any multi-family dwellings or allow crammed in zero-lot homes (R5) that will create and exacerbate a situation that will cause school concurrency to fail with this proposal and/or other already approved plans (*9.87 Acres R-8 at 2767 C Rd., Econ 18 M&B and 19+ Acres R-8 at 74 29 Rd, 19+, Econ 19 M&B*).

The true long-term costs to this community and area homeowners (wear and tear on roadways, fuel wasted by commuters sitting in traffic, home value loss, time loss, etc.) should far outweigh the short-term profits of a few at the expense of many within this community. Existing property values are very likely to go down in the area if multi-family apartments, town homes, or zero-lot homes are built. Multifamily and congested dwellings are inconsistent with the existing neighborhoods developed in the area.

It is very disappointing that only a minimal number of notices were mailed to just the immediate surrounding homes, when in fact this and all developments in the area do and will have a significant impact to all of the Orchard Mesa residents. There was no indication of where the notifications were sent, but we do know that within our neighborhood, our neighbors 50ft across the street did not receive one. We urge you all to please disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, we know our opinions are shared by many who are not able to attend the meeting or managed to write letters or attend these meetings simply because they were uninformed of the proposed development. We thank you for your time and continued service and support of our community.

Sincerely,

Christopher & Eugenie McGillivray
2877 Fall Creek Dr.
Grand Junction, CO 81503

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING FROM R-4 (RESIDENTIAL - 4 DU/AC) TO R-5
(RESIDENTIAL – 5 DU/AC) ZONE DISTRICT**

**LOCATED AT THE SOUTHWEST CORNER OF UNAWEEP AVENUE AND ALTA
VISTA COURT**

Tax Parcel No. 2943-301-94-001

Recitals:

The property owner, Dry Dock Development, LLC, proposes a rezone from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) on a total of 4.69-acres located at 3124 D Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Low (2 – 5.5 du/ac) of the 2020 One Grand Junction 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 rezoning from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) for the property is consistent with the vision, intent, goals, and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment. The City Council also finds that the R-5 (Residential – 5 du/ac) zone district is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-5 (Residential – 5 du/ac) on the zoning map:

LOT 1 PUMPKIN RIDGE SUBDIVISION SEC 30 1S 1E

Introduced on first reading this ____ day of _____, 2022 and ordered published in pamphlet form.

Adopted on second reading this ____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #5.b.ii.

Meeting Date: August 3, 2022
Presented By: Nicole Galehouse, Principal Planner
Department: Community Development
Submitted By: Jace Hochwalt, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning Approximately 17.4 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at the Southern Corner of Horizon Drive and 27 1/2 Road

RECOMMENDATION:

Planning Commission heard this item at its July 12, 2022 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

On the Horizon LLC and Over the Horizon LLC are requesting the rezone of two parcels totaling approximately 17.4 acres from PD (Planned Development) to C-1 (Light Commercial) located at the southern corner of Horizon Drive and 27 1/2 Road. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises two parcels totaling 17.4 acres situated at the southern corner of Horizon Drive and 27 1/2 Road that has sat vacant and has not been formally subdivided. The southernmost parcel has an address of 682 Horizon Drive, but the northernmost parcel does not contain an address at this time. The property was annexed into the Grand Junction city limits in 1978 as part of the Etter Annexation No. 2, and has a PD zone district which was approved in February of 2001 as City File Number ODP-2000-058. The subject site was only a portion of the approved Outline Development Plan (ODP), and a majority of its use designation was Business/Commercial, which allowed for a number of commercial, multi-family, and

retail type uses. There were also some Open Space and Residential designations proposed along the existing drainage way and southern boundary of both parcels that abut against the existing residential neighborhoods. At the time of approval, the Outline Development Plan had a three-year expiration, which was extended for another three years in April of 2004. There was no follow-up or development of the site following the 2004 extension, and as such, the Outline Development Plan formally expired on April 7, 2007. While the site currently has a PD zoning designation, there is no active plan in place, and a rezone is required prior to any major development of the site.

The site is situated at the southern corner of the Horizon Drive and 27 ½ Road intersection and surrounded by several different uses. Adjacent to the north is underdeveloped land, to the south is the Ptarmigan Ridge Subdivision, to the east are single-family residential uses and the First Presbyterian Church of Grand Junction, and to the west is the Safeway Shopping Center. Adjacent zoning to the north and west is Light Commercial (C-1), with the zoning to the south and east as R-4 (Residential 4 units/acre) and PD (Planned Development). The 2020 One Grand Junction Comprehensive Plan classifies the subject property and adjacent properties to the north and west with a Commercial land use designation. Zone districts that may implement the Commercial Land Use classification include Mixed Use (M-U), Business Park (B-P), Industrial Office Park (I-O), Light Commercial (C-1), General Commercial (C-2), as well as the form-based Mixed Use Residential and Commercial districts. As such, the Comprehensive Plan land use classification of Commercial does support the rezone request to C-1 (Light Commercial).

Because of the expiration of the formerly approved ODP that encompassed the subject site, the Applicant is proposing a rezone to Light Commercial to allow for future development of the site. While no development is currently proposed for the site, if the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process, likely in the form of a Major Site Plan Review.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on April 12, 2022 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant team and City staff were present, as well as 13 members of the public. The rezone request was discussed as well as the allowed uses within the C-1 zone district.

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 May 2, 2022. 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 July 1, 2022. The notice of the Planning Commission public hearing was published on July 5, 2022 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 Comprehensive Plan Land Use Map identifies the subject property as Commercial, which is generally similar to the designation the property had in 2001 when the ODP was approved (which at the time was Mixed-Use). According to the 2001 ODP, a majority of the subject site had a designation of Business/Commercial, which allowed for a variety of commercial, multi-family, and retail uses. With that said, the ODP formally expired in April of 2007 and while the site has a zoning designation of Planned Development, no approved plan is in place. Therefore, no major development can occur on site until the property is either rezoned, or a new Outline Development Plan (ODP) is proposed. Although the ODP has expired, staff finds that the original premises of the prior land use classification of Business/Commercial under the approved ODP, which accommodated very similar uses to the C-1 (Light Commercial) zone district, are not invalidated. As such, staff finds this criterion has not 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 has not been subdivided and has remained vacant. There is still a sizable amount of vacant or underdeveloped land in the surrounding area, albeit much of the vacant land does have some topographical challenges, including the subject site. There has been some development in the surrounding area of the subject site since the original Outline Development Plan was approved in 2001, with the largest development being the Safeway and associated shopping center to the west which was constructed in phases between 2002 and 2008. While the rezone would allow for further development of the subject site, the character and/or condition of the area hasn't necessarily changed since the expiration of the ODP, and as such, staff finds that this criterion is not 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 in the northern portion of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The type and scope of land-use allowed within the C-1 zone district is similar in character and extent to the existing land-use of many nearby properties, which include restaurants, hotels, gas stations, and grocery stores/shopping centers. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Additionally, multi-modal access to the site is sufficient, with multiple bus stops

within a few hundred feet of the subject site. There is also a proposed roundabout currently under design for the Horizon and G Road/27 ½ Road intersection that will likely be under construction in the next couple years. The application packet was sent out to applicable utility companies for this rezone 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 subject site has a Planned Development zoning designation, but has no approved plan that is in effect. As such, a rezone is necessary for future development of the site. The Applicant is proposing a zoning designation of C-1 (Light Commercial) to allow flexibility of uses on the site. The C-1 zone district accounts for approximately 1,158 acres of City zoned land (or 5.6%), and of that, approximately 67 acres are vacant within the City limits. While the site has sat vacant, staff believes that there is land throughout the City (and in close proximity of the subject site) available to accommodate the diversity of uses allowed within the C-1 zone district. Based on these considerations, staff finds that this criterion has not been met.

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

The site is well served by transportation infrastructure, utilities, and other community facilities, and is within close proximity to commercial and employment centers. While the site has a Planned Development zoning designation, there is no approved Outline Development Plan in effect, as it expired in 2007. As such, a rezone of the property will accommodate future development of the site that couldn't otherwise occur in its current capacity, thus providing benefits to the surrounding area and community. As such, staff finds this criterion has been met.

The rezone criteria provide the City must also find the request 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 3.6.b. Mix of Uses - Support the creation of a mix of uses as in

neighborhood centers and along prominent corridors that reflect the needs of adjoining residents and the characteristics of individual neighborhoods, including, but not limited to retail, office, entertainment, schools, libraries, parks, recreation amenities, transit facilities, and other amenities.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the On/Over the Horizon Rezone, RZN-2022-272, rezoning two parcels totaling 17.4 acres from PD (Planned Development) to C-1 (Light Commercial) for the property located at the south corner of Horizon Drive and 27 ½ Road, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan; and
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 to (adopt/deny) Ordinance No. 5091, an ordinance rezoning approximately 17.4 acres from a PD (Planned Development) zone district to a C-1 (Light Commercial) zone district located at the southern corner of Horizon Drive and 27 1/2 Road on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Neighborhood Meeting Documentation
3. Exhibit 3 - Maps and Exhibits
4. Exhibit 4 - Proposed Zoning Ordinance

General Project Report

**Over/On the Horizon Rezone
682 Horizon Drive and Adjacent Parcel
to the North
Parcel No. 2945-012-00-092 & 094**

April 13, 2022

Prepared for:

**On the Horizon, LLC and Over the Horizon, LLC
1111 S. 7th Street, Grand Junction, CO 81501**

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

A. Project Description

1) Location: The project is located on the east side of Horizon Drive26 Road, at 682 Horizon Drive and the parcel to the north (2945-012-00-094).

2) Acreage: The subject parcels contain approximately 17.4 acres, combined.

3) Proposed Use: This submittal is for the Rezoning of the parcel from PUD to C-1. The future land use is Commercial. The proposed C-1 zoning meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current PD zoning is expired does not meet the intent of the 2020 Comprehensive Plan.

B. Public Benefit

The proposed Rezone will provide commercial zoned properties along the commercial corridor of Horizon Drive.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on Tuesday, April 12, 2022. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The C-1 zoning is an appropriate district for the Commercial category of the Comprehensive Plan.

2) Land use in the surrounding area:

The uses contained within the surrounding area are a mix of medium/high density residential, as well as commercial uses along Horizon (i.e. Safeway shopping center across the street and restaurants, offices located further to the northwest), a couple of churches and vacant parcels. A new Mormon Temple is being built on the vacant site just to the southwest.

3) Site access and traffic patterns:

Not applicable for this submittal.

4) Availability of utilities, including proximity of fire hydrants:

The subject parcel is served by the following:

Ute Water
City of Grand Junction Sewer
Grand Valley Water Users Association
Xcel Energy (Gas & Electric)
City of Grand Junction Fire – Station 6

Spectrum/Charter
CenturyLink/Lumen

The location of existing fire hydrants has not been investigated and is not applicable to the Rezone request. No development of the parcels is anticipated.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the Rezone.

6) Effects on public facilities:

The Rezone will have no adverse effect on public facilities.

7) Hours of operation:

Not applicable.

8) Number of employees:

Not applicable.

9) Signage:

Not applicable.

10) Site Soils Geology:

Not applicable.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The Rezone request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The Rezone request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.

There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the rezoning of this property.

(v) Received all applicable local, State and federal permits.

No development is proposed for the parcels, therefore permits will not be required as a result of the rezone.

Section 21.02.140 Code amendment and rezoning:

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

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

The proposed Rezone request to the C-1 zone district will bring the parcels into compliance with the newly adopted 2020 Comprehensive Plan. The current, and expired PD zoning does not implement the plan.

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

The amendment would allow the continuation of commercial along the Horizon Drive corridor and is consistent with the Comprehensive Plan.

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

Public and community facilities are existing and adequate and will support the proposed C-1 Rezone request.

(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

This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of commercial development parcels in this area, that haven't already been developed, to meet demand.

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

The area will benefit with the addition of commercial zoned properties along an existing commercial corridor.

F. Development Schedule

Not applicable for this submittal.

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

Digitally signed by Tracy States
Date: 2022.03.24 12:46:35 -06'00'

Date

Signature of Legal Property Owner

Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) On the Horizon LLC ("Entity") is the owner of the following property:

(b) 682 Horizon Drive, Grand Junction, CO

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) member _____ 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) Rezone

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

(e) None

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

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

Signature of Entity representative: _____

[Handwritten Signature]

Printed name of person signing: Darin J. Carei, Member

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 28th day of March, 20 22

by Darin Carei

Witness my hand and seal.

My Notary Commission expires on 1-25-2025

KIM L SMEINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904000196
MY COMMISSION EXPIRES JANUARY 25, 2025

[Handwritten Signature]
Notary Public Signature

QUITCLAIM DEED

The "Grantor," Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005, whose legal address is 12143 88th Avenue North, Seminole, Florida 33772, of the County of Pinellas and State of Florida, for the consideration of --NO CONSIDERATION--, hereby sells and quitclaims to On The Horizon LLC, a Colorado limited liability company, the "Grantee," whose legal address is Post Office Box 400, Mesa, Colorado 81643, County of Mesa and State of Colorado, the following real property, including after-acquired title, in the County of **Mesa** and State of **Colorado**, to wit:

Parcel 1:

That part of the NW1/4NW1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, lying South and East of the County Road as recorded in Book 822 at Page 245;
LESS AND EXCEPT any portion lying in Horizon Drive,
ALSO LESS AND EXCEPT tract(s) as described in document recorded April 3, 1962 in Book 822 at Page 245 and tract(s) as described in document recorded April 10, 1962 in Book 822 at Page 480,
ALSO LESS AND EXCEPT tract(s) as described in document recorded April 8, 1982 in Book 1426 at Page 244 and tract(s) as described in document recorded September 6, 2002 in Book 3149 at Page 414.

Parcel 2:

That part of the NE1/4NW1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, lying North and West of the County Highway, as recorded in Book 822 at Page 245;
LESS AND EXCEPT any portion lying in Horizon Drive,
ALSO LESS AND EXCEPT tract(s) as described in document recorded April 8, 1982 in Book 1426 at Page 244 and tract(s) as described in document recorded September 6, 2002 in Book 3149 at Page 414.

with all its appurtenances.

Signed this 20th day of November, 2020.

**EMANUEL EPSTEIN REVOCABLE TRUST
DATED JUNE 16, 2004, AS AMENDED AND
RESTATED ON APRIL 18, 2005**

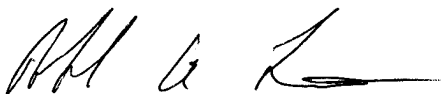
By: Deborah Schneide, Trustee
Deborah Schneide, Trustee

STATE OF FLORIDA)
County of Pinellas) ss.

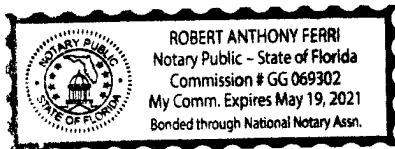
The foregoing instrument was acknowledged before me this 20th day of November, 2020, by Deborah Schneide, Trustee of the Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005.

Witness my hand and official seal.

My commission expires: 05/19/2021



Notary Public



PAGE DOCUMENT

2283131 BK 4025 PG 189-190
 10/28/2005 02:29 PM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$10.00 SurChg \$1.00
 DocFee \$45.00

PERSONAL REPRESENTATIVE'S DEED
 (Sale)

THIS DEED is made by B. J. Jacquelin, as Personal Representative of the
 Estate of Jimmie Lee Etter, a/k/a Jimmie L. Etter, a/k/a Jimmie Etter, a/k/a J. L. Etter
 _____, deceased, Grantor, to Emanuel Epstein, Grantee, whose legal address
 is 1900 Quentin Road, Apt. E-14, Brooklyn, New York 11229 of the _____

*County of Kings, State of New York.

WHEREAS, the decedent died on the date of August 19, 2000 and Grantor was duly appointed Personal Representative of the Estate
 by the _____ District Court in and for the _____ County of Mesa, State of Colorado, Probate No. 00 PR 287, on the date of
December 14, 2004, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto
 Grantee (in joint tenancy),** for and in consideration of Four Hundred Fifty Thousand and no/100 (\$450,000.00) Dollars the following
 described real property situate in the _____ County of Mesa, State of Colorado:

See attached Exhibit A and by this reference incorporated herein

also known by street and number as: vacant land at Horizon Drive and G Road, Grand Junction, Colorado 81506
 assessor's schedule or parcel number: 2945-012-00-072, 2945-012-00-074 and 2945-012-00-076

It is believed this
 is referencing Parcel Nos.
 2945-012-00-092 & 094
 072 & 074 don't exist.

With all appurtenances.

As used herein, the singular includes the plural and the plural the singular.

NOTE: Letters Testamentary evidencing the appointment of the personal representative were recorded on June 8, 2005, in Book
 3915 at Page 113 of the Mesa County records.

Executed: 10-27-05

B. J. Jacquelin
 Personal Representative of the Estate of Jimmie Lee Etter, a/k/a Jimmie L.
Etter, a/k/a Jimmie Etter, a/k/a J. L. Etter, Deceased

STATE OF COLORADO)
 COUNTY OF MESA) ss.

The foregoing instrument was acknowledged before me this 27th day of October, 2005, by B. J. Jacquelin as
 Personal Representative of the Estate of Jimmie Lee Etter, a/k/a Jimmie L. Etter, a/k/a Jimmie Etter, a/k/a J. L. Etter, Deceased.

Witness my hand and official seal.
 My commission expires: 8-2-09



My Commission Expires 08/12/2005

[Signature]
 Notary Public

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

EXHIBIT A

An undivided 1/4 interest in the following described property located in Mesa County, Colorado:

Part of the NE 1/4 NW 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, (also known as Lots 13, 14, 15 and 16 of the Jaynes Subdivision as recorded in plat book 2 on page 12), described as follows:

Beginning at the Northeast corner of the NE 1/4 NW 1/4 of said Section 1,

thence South 782.5 feet;

thence West 408 feet;

thence South 82°49' West 220 feet;

thence South 55°57' West 596 feet;

thence West 190 feet more or less to the West line of the said NE 1/4 NW 1/4;

thence North to the Northwest corner of the NE 1/4 NW 1/4;

thence East to the point of beginning.

EXCEPT beginning at the NE corner of the NE 1/4 NW 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian;

thence South 230 feet;

thence West 230 feet;

thence North 230 feet;

thence East 230 feet to the point of beginning.

EXCEPT road as platted along the North boundary thereof and a strip lying East of the following described line;

Beginning at a point 782.5 feet South and 40 feet West of the Northeast corner of the said NE 1/4 NW 1/4;

thence North 702.5 feet;

thence Northwesterly along a curve whose radius is 60 feet through a central angle of 90°.

AND

All that part of the NW 1/4 NW 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian lying South and East of the County Road as recorded in Book 822 at Page 245.

EXCEPT tracts of land deeded to County of Mesa and the City of Grand Junction in Deeds recorded in Book 822 at Page 245, Book 822 at Page 480, Book 1426 at Page 244, Book 2896 at Page 419 and Book 3149 at Page 414.

Assessor's tax schedule or parcel numbers: 2945-012-00-072

Assessor's tax schedule or parcel numbers: 2945-012-00-074

Assessor's tax schedule or parcel numbers: 2945-012-00-076

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

ON The Horizon, LLC
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172,
C.R.S.

The type of entity is: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 1111 S. 7th St
Grand Jct, CO 81501

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:
Darin J. Carei, member

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as
follows):

Other matters concerning the manner in which the entity deals with interests in real
property:

Executed this 17th day of March, 2022

Darin J. Carei
Signature (Type or Print Name Below)
Darin J. Carei

STATE OF COLORADO)
)
COUNTY OF Mesa) ss.
)
)
COUNTY OF Colorado)

The foregoing instrument was acknowledged before me this 17th day of
March, 2022, by Darin J. Carei (insert name of individual) as
member (insert office held or role (President, Vice President or
member, manager or managing member for LLCs) for On The Horizon, LLC (insert
name of corporation or LLC).

Witness my hand and official seal.

My commissioner expires: 1-25-2025

[Signature]
Notary Public

KIM L SMEINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904000196
MY COMMISSION EXPIRES JANUARY 25, 2025

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

Digitally signed by Tracy States
Date: 2022.03.24 12:46:35 -06'00'

Date

Signature of Legal Property Owner

Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Over the Horizon LLC ("Entity") is the owner of the following property:

(b) No Physical Address (Parcel No. 2945-012-00-094)

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) member 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:

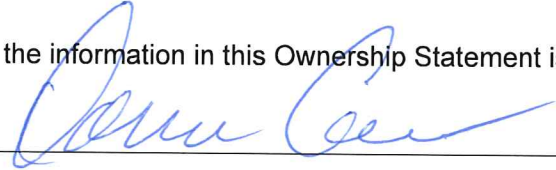
On behalf of Entity, I have reviewed the application for the (d) Rezone

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

(e) None

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

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

Signature of Entity representative: 

Printed name of person signing: Darin J. Carei, Member

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 28th day of March, 20 22
by Darin Carei

Witness my hand and seal.

My Notary Commission expires on 1-25-2022

KIM L SMEINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904000196
MY COMMISSION EXPIRES JANUARY 25, 2025


Notary Public Signature



SPECIAL WARRANTY DEED

The "Grantor," Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005, whose legal address is 12701 126th Avenue North, #213, Largo, Florida 33774, of the County of Pinellas and State of Florida, for the consideration of Ten and no/100--- DOLLARS, (\$10.00), in hand paid, hereby sells and conveys to Over The Horizon LLC, a Colorado limited liability company, the "Grantee," whose legal address is Post Office Box 400, Mesa, Colorado 81643, County of Mesa and State of Colorado, all of Grantor's interest in the following real property in the County of Mesa and State of Colorado, to wit:

See attached Exhibit A and by this reference incorporated herein,

also known by street address as: TBD, Grand Junction, Colorado 81506
and assessor's parcel numbers: TBD.

with all its appurtenances, and warrants the title against all persons claiming under the Grantor, except for: liens for real property taxes and assessments for the year of 2019; the standard printed exceptions and all matters that are or would be contained in owner's title insurance commitment or policies; matters that would be disclosed by an accurate survey or personal inspection of the parcel(s) conveyed; zoning and other regulatory laws and ordinances affecting the parcel(s) conveyed; and easements, plats, rights of way, limitations, conditions, reservations, covenants, restrictions, and other matters of record.

Dated this 2nd day of January, 2020.

EMANUEL EPSTEIN REVOCABLE TRUST
DATED JUNE 16, 2004, AS AMENDED AND
RESTATED ON APRIL 18, 2005

By: Deborah Schneide Trustee
Deborah Schneide, Trustee

STATE OF FLORIDA)
County of Pinellas) ss.

The foregoing instrument was acknowledged before me this 2nd day of January, 2020, by Deborah Schneide, Trustee of the Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005. by means of physical presence
Witness my hand and official seal.

My commission expires: 5/28/23

Prod M

Carmen F. Alvarez
Notary Public

No. 900, Rev. 1-06. SPECIAL WARRANTY DEED (Short Form) (Page 1 of 2)

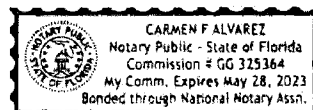


EXHIBIT A

That parcel of land located in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 1, Township 1 South, Range 1 West of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

PARCEL 2:

COMMENCING at the Northeast corner of the NE¼ NW¼ of Section 1, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, whence the Southeast corner of said NE¼ NW¼ bears South 00°03'04" West, a distance of 1322.09 feet, for a basis of bearings with all bearings contained herein relative thereto; South 00°03'04" West, a distance of 782.50 feet; thence North 89°56'56" West, a distance of 40.00 feet to the West right-of-way line of 27½ Road, as defined in Reception No. 718654, Mesa County records to the POINT OF BEGINNING; thence along the North line of Ptarmigan Pointe, Filings One through Four and Ptarmigan Ridge, Filing Six the following five (5) courses: (1) North 89°56'56" West, a distance of 368.00 feet; (2) South 82°52'04" West, a distance of 220.00 feet; (3) South 56°00'04" West, a distance of 596.00 feet; (4) South 89°31'47" West, a distance of 201.45 feet; (5) North 00°09'26" East, a distance of 381.12 feet, to a point on the South right-of-way line of Horizon Drive as recorded at Reception No. 813145 and Reception No. 813634; thence along said South right-of-way line as described in Reception No. 813634 the following two (2) courses: (1) North 52°45'00" East, a distance of 714.45 feet; (2) with a curve turning to the left having a delta angle of 06°08'04", a radius of 1960.00 feet, an arc length of 209.85 feet, and a chord length of 209.75 feet, with a chord bearing of North 49°40'55" East, to a point on the Southerly right-of-way of 27½ Road, as defined in Reception No. 2075083, Mesa County records; thence along said Southerly right-of-way line of 27½ Road the following six (6) courses: (1) South 43°24'24" East, a distance of 4.77 feet; (2) North 46°22'36" East, a distance of 14.87 feet; (3) South 88°57'02" East, a distance of 17.49 feet; (4) South 44°19'26" East, a distance of 633.32 feet; (5) with a curve turning to the right having a delta angle of 27°59'02", a radius of 320.00 feet, an arc length of 156.29 feet, and a chord length of 154.74 feet, with a chord bearing of South 30°19'55" East; (6) South 00°03'04" West, a distance of 7.21 feet to the POINT OF BEGINNING.

Said parcel containing an area of 13.21 Acres, as herein described.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

OVER The Horizon, LLC
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172,
C.R.S.

The type of entity is: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 1111 S. 7th St
Grand Jct, Co 81501

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:

Darin J. Carci, member

The authority of the foregoing person(s) to bind the entity is (not limited) limited as
follows):

Other matters concerning the manner in which the entity deals with interests in real
property:

Executed this 17th day of March, 20 22.

Darin Carci

Signature (Type or Print Name Below)

Darin J. Carci

STATE OF COLORADO)

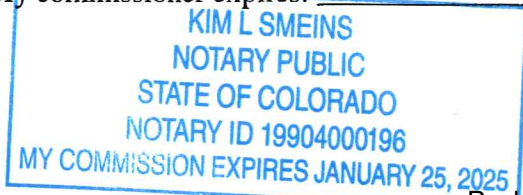
)ss.

COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 17th day of
March, 20 22, by Darin J. Carci (insert name of individual) as
member (insert office held or role (President, Vice President or
member, manager or managing member for LLCs) for Over The Horizon LLC (insert
name of corporation or LLC).

Witness my hand and official seal.

My commissioner expires: 1-25-2025



[Signature]
Notary Public



**682 Horizon Drive & the Parcel Adjacent to the north, REZONE
(Parcel Nos. 2945-012-00-092 and 094)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, APRIL 12, 2022, @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Rezone, was held Tuesday, April 12, 2022, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on March 30, 2022, per the mailing list received from the City of Grand Junction. There were 15 attendees including Tracy States, Project Coordinator, with River City Consultants and Jace Hochwalt, Senior Planner with the City of Grand Junction. There were 13 neighbors in attendance.

The meeting began at approximately 5:30 PM with attendees beginning to join at 5:15 PM. Tracy States explained where the project was located, that the existing zoning of PD had expired and did not implement the 2020 Comprehensive Plan future land use of Commercial. She explained that a C-1 zoning would be requested (light commercial) and that there was no development currently planned for either parcel, rather the owner was preparing the sites for sale and was proposing the rezone to make the properties more attractive to potential buyers with the rezoning already completed. Ms. States also explained that the owner would likely be doing some grading to the north parcel, also in order to make the property more attractive to a potential buyer.

Jace Hochwalt added that in order for the properties to develop at all, due to the expired PD zoning, the properties would have to be rezoned. One of the attendees asked Jace if Staff supported the rezone request of C-1 and he replied yes, it conforms to the newly adopted 2020 Comprehensive Plan. Mr. Hochwalt also answered questions regarding the process when the properties do develop. One of the attendees asked what type of uses would be allowed. Jace explained there was a table in the Zoning and Development Code that listed allowed uses in the C-1 zone district but would likely mirror existing retail and office uses that already exist on Horizon Drive.

There were some concerns about mitigation of the adjacent residential properties and the wetlands area during the grading process. Ms. States explained that the owner would be applying for a grading permit and plans would be reviewed by City Staff. She also offered to have the attendees contact her and she could provide information as it becomes available and that it would also be available for viewing on the City website. Mr. Hochwalt also offered that the attendees could reach out to him for information and the City would ensure mitigation.

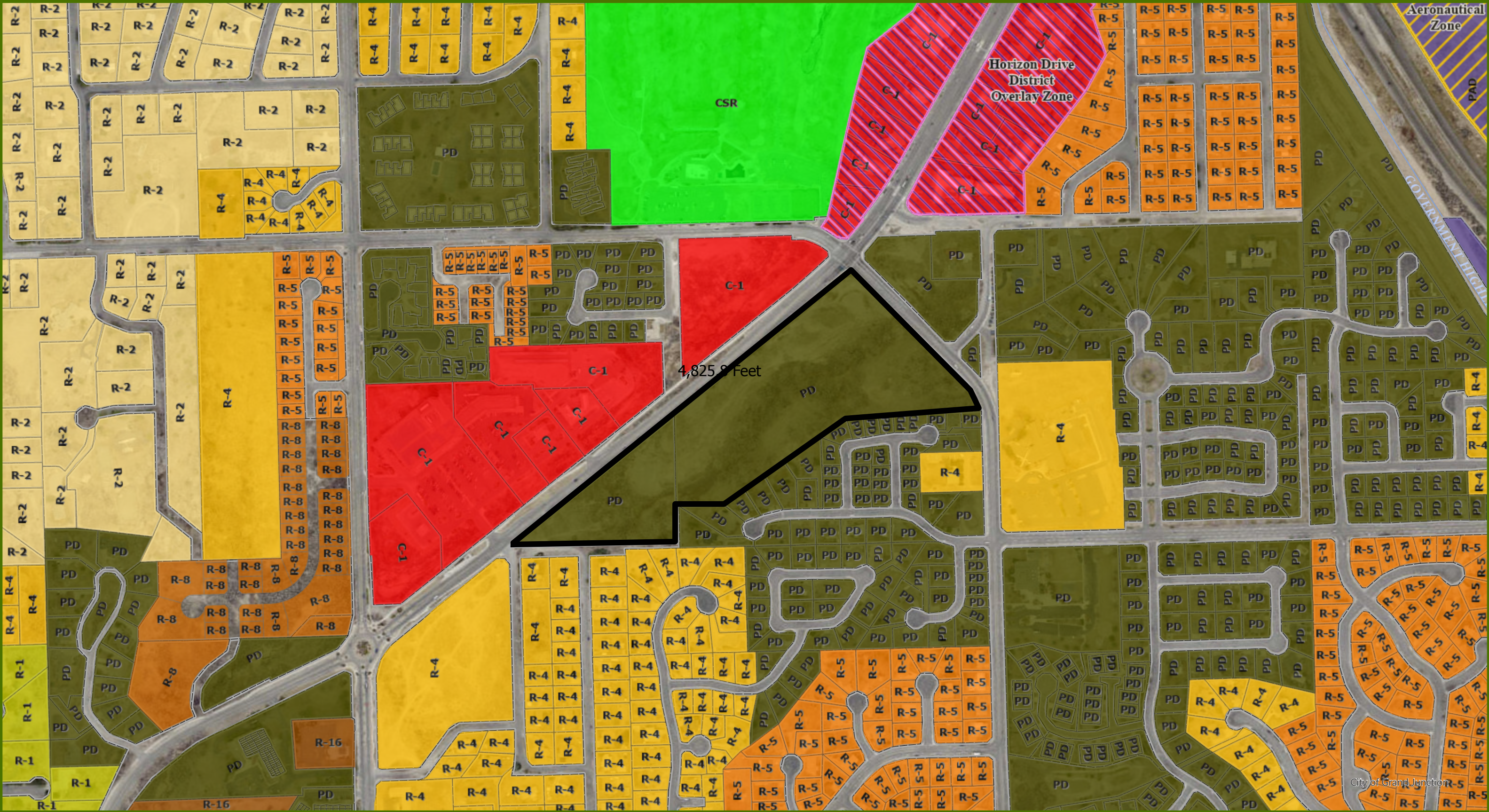
The meeting adjourned at approximately 6:00 PM.

Location Map



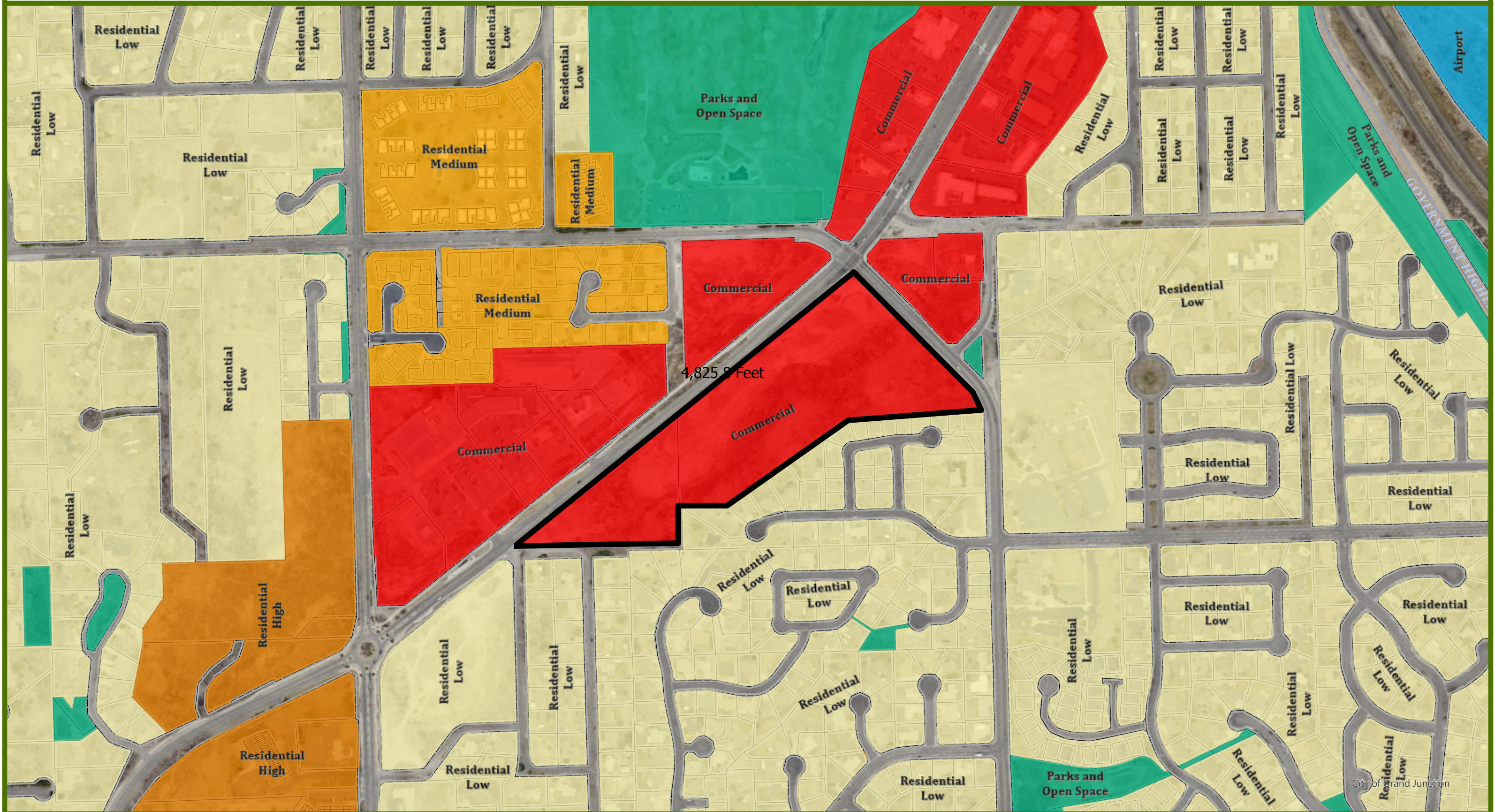
Printed: 4/12/2022
1 inch equals 376 feet
Scale: 1:4,514

Existing Zoning Map



Printed: 4/12/2022
1 inch equals 376 feet
Scale: 1:4,514

2020 Comprehensive Plan Designation



0

0.28

0.55

mi

Printed: 4/12/2022

1 inch equals 376 feet

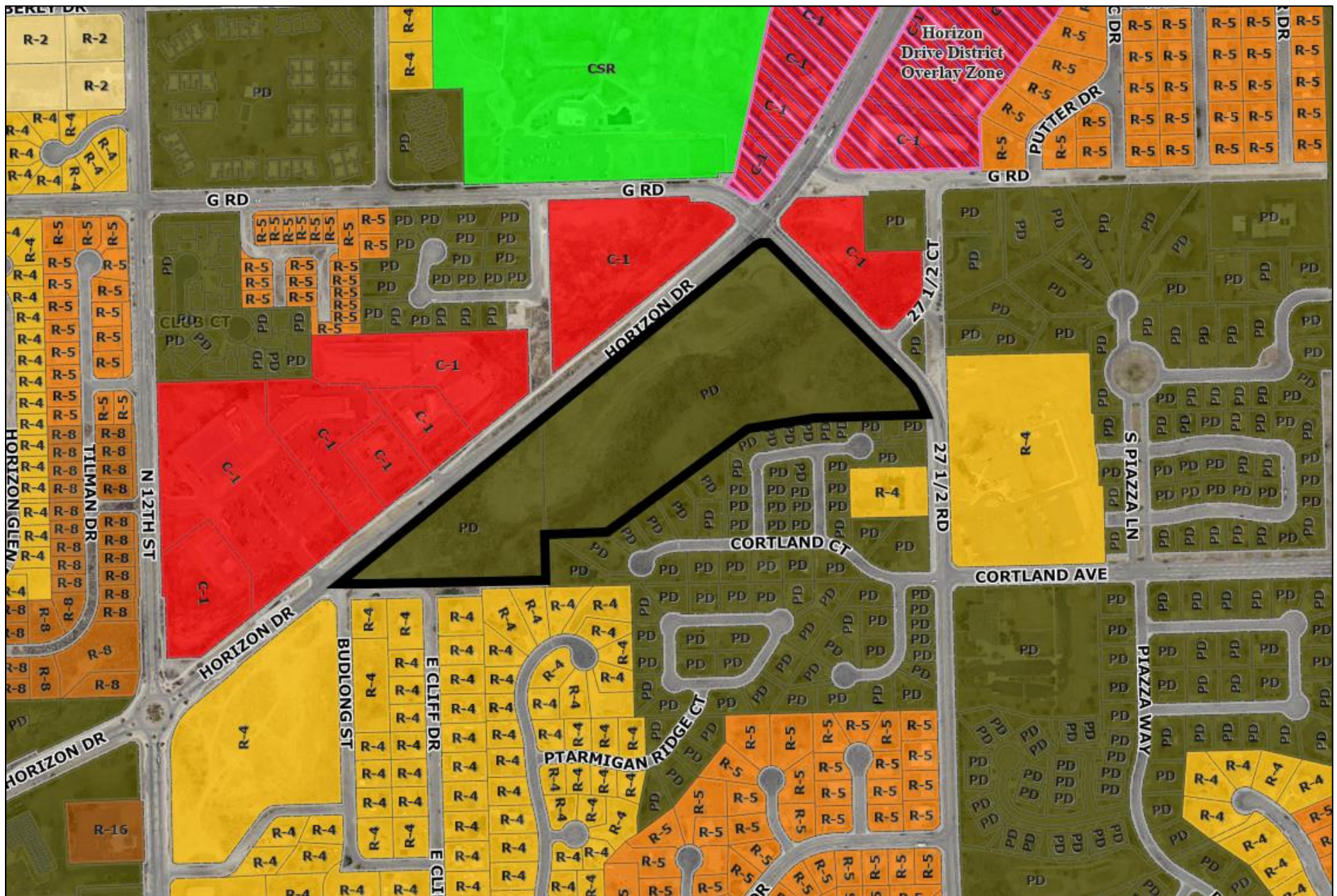
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Packet Page 216

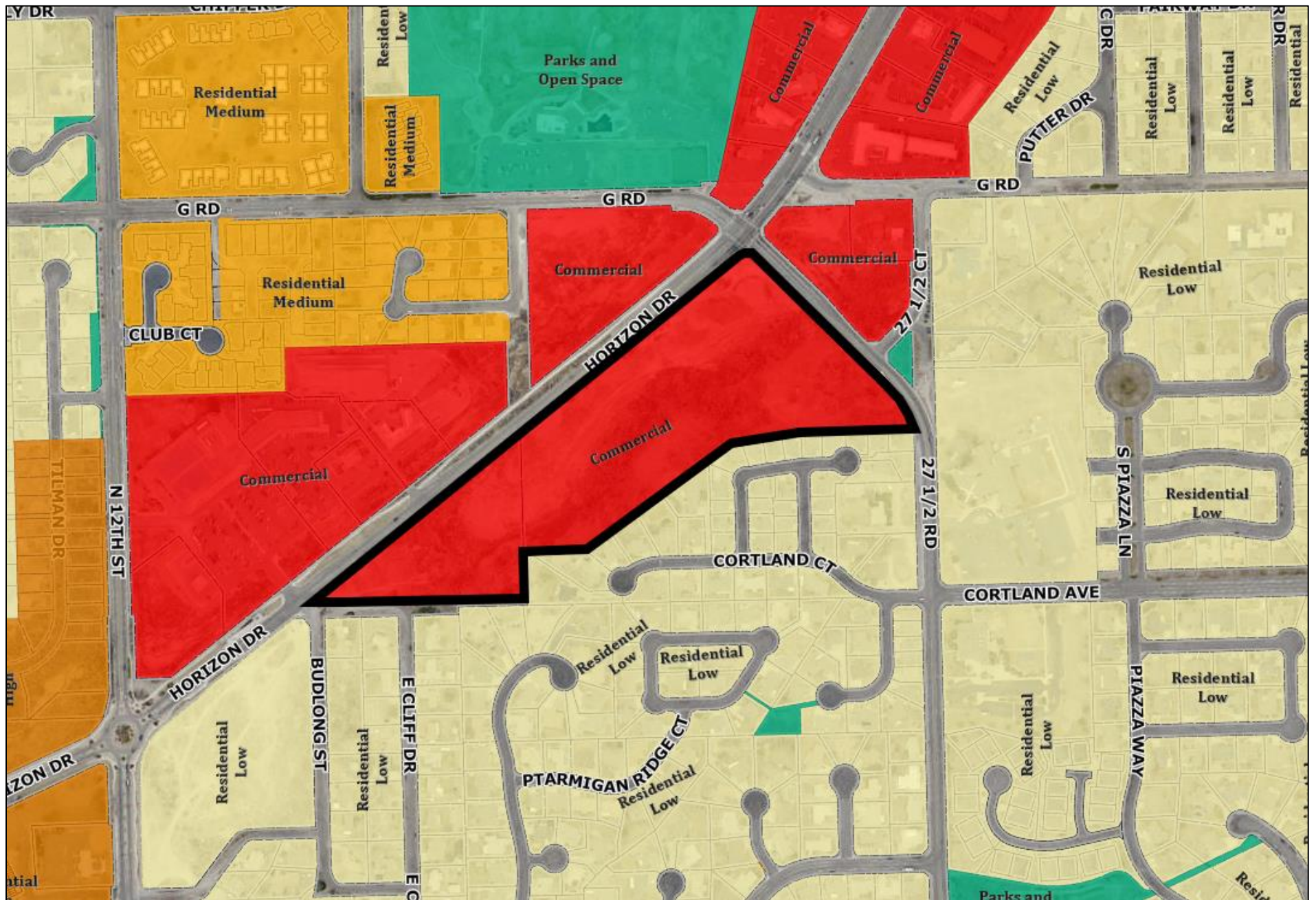
Vicinity Map



Zoning Map



Comprehensive Plan Land Use Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE REZONING APPROXIMATELY 17.4 ACRES FROM PD (PLANNED DEVELOPMENT) TO C-1 (LIGHT COMMERCIAL) LOCATED AT THE SOUTHERN CORNER OF HORIZON DRIVE AND 27 ½ ROAD

Recitals:

On the Horizon LLC and Over the Horizon LLC (Owners) own two parcels located at the southern corner of Horizon Drive and 27 ½ Road totaling approximately 17.4 acres (referred to herein and more fully described below as the "Property"). The Property is designated by the Comprehensive Plan Land Use Map as having a Commercial designation. The Owners propose that the property be rezoned from PD (Planned Development) to C-1 (Light Commercial).

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 C-1 (Light Commercial) zone district, finding that it conforms to and is consistent with the Comprehensive Plan Land Use designation of Commercial, the Comprehensive Plan's goals and policies, and is generally compatible with land uses located in the surrounding area.

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

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

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

Parcel No. 2945-012-00-092

Parcel 1:

That part of the NW1/4NW1/4 of Section 1, Township I South, Range 1 West of the Ute Meridian, lying South and East of the County Road as recorded in Book 822 at Page 245; LESS AND EXCEPT any portion lying in Horizon Drive,

ALSO LESS AND EXCEPT tract(s) as described in document recorded April 3, 1962 in Book 822 at Page 245 and tract(s) as described in document recorded April 10, 1962 in Book 822 at Page 480,

ALSO LESS AND EXCEPT tract(s) as described in document recorded April 8, 1982 in Book 1426 at Page 244 and tract(s) as described in document recorded September 6, 2002 in Book 3149 at Page 414,

ALSO LESS AND EXCEPT that parcel of land described at Reception Number 648982.

Parcel No. 2945-012-00-094

That parcel of land located in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 1, Township 1 South, Range 1 West of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

PARCEL 2:

COMMENCING at the Northeast corner of the NE¼ NW¼ of Section 1, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, whence the Southeast corner of said NE¼ NW¼ bears South 00°03'04" West, a distance of 1322.09 feet, for a basis of bearings with all bearings contained herein relative thereto; South 00°03'04" West, a distance of 782.50 feet; thence North 89°56'56" West, a distance of 40.00 feet to the POINT OF BEGINNING; thence along the North line of Ptarmigan Pointe, Filings One through Four and Ptarmigan Ridge, Filing Six the following five (5) courses: (1) North 89°56'56" West, a distance of 368.00 feet; (2) South 82°52'04" West, a distance of 220.00 feet; (3) South 56°00'04" West, a distance of 596.00 feet; (4) South 89°31'47" West, a distance of 201.45 feet; (5) North 00°09'26" East, a distance of 381.12 feet, to a point on the South right-of-way line of Horizon Drive as recorded at Reception No. 813145 and Reception No. 813634; thence along said South right-of-way line as described in Reception No. 813634 the following two (2) courses: (1) North 52°45'00" East, a distance of 714.45 feet; (2) with a curve turning to the left having a delta angle of 06°08'04", a radius of 1960.00 feet, an arc length of 209.85 feet, and a chord length of 209.75 feet, with a chord bearing of North 49°40'55" East, to a point on the Southerly right-of-way of 27 ½ Road, as defined in Reception No. 2075083, Mesa County records; thence along said Southerly right-of-way line of 27½ Road the following six (6) courses: (1) South 43°24'24" East, a distance of 4.77 feet; (2) North 46°22'36" East, a distance of 14.87 feet; (3) South 88°57'02" East, a distance of 17.49 feet; (4) South 44°19'26" East, a distance of 633.32 feet; (5) with a curve turning to the right having a delta angle of 27°59'02", a radius of 320.00 feet, an arc length of 156.29 feet, and a chord length of 154.74 feet, with a chord bearing of South 30°19'55" East; (6) South 00°03'04" West, a distance of 7.21 feet to the POINT OF BEGINNING.

Said parcel containing an area of 13.21 Acres, as herein described.

Introduced on first reading this 20th day of July, 2022 and ordered published in pamphlet form.

Adopted on second reading this 3rd day of August, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna Stout
President of City Council/Mayor



Grand Junction City Council

Regular Session

Item #5.b.iii.

Meeting Date: August 3, 2022
Presented By: Nicole Galehouse, Principal Planner
Department: Community Development
Submitted By: Nicole Galehouse, Principal Planner

Information

SUBJECT:

An Ordinance Rezoning 8.25 Acres from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac), Located at 3124 D Road

RECOMMENDATION:

The Planning Commission heard this request at the July 12, 2022 meeting and voted 6-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Stacey Cook, on behalf of Lucky Us Properties, LLC, Property Owner, is requesting a rezone from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac) for 8.25-acres located at 3124 D Road in anticipation of future development. The requested R-8 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 8 du/ac), if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated along D Road approximately ¼ mile east of 31 Road and just under ½ mile north of the Colorado River. The property currently has one single-family home on the site, along with an associated carport, shed, and barn. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 to expand options for future development on the site. The current City zoning for the property is R-5 (Residential 5 du/ac) which is not consistent with nor implements the adopted Comprehensive Plan.

The property has access to utility service with both water and sewer trunk lines running

along D Road. The property was annexed by the City in 2006. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan, supporting the request to intensify land use through infill in this area. The “Residential Medium” land use designation within this category is implemented through zone districts requiring a minimum density of 5.5 units per acre.

The request for a rezone anticipates future subdivision and development on the property. Understanding that the Comprehensive Plan adopted in 2020 promotes growth through infill, the Residential Medium future land use requires a minimum density of 5.5 units per acre. The current zone district of R-5 (Residential – 5 du/ac) does not implement this goal, as the maximum permitted density (5.5 du/ac) is the minimum required by the Comprehensive Plan (5.5 du/ac). The R-5 zone district allows a minimum density of 2 du/acre while proposed R-8 (Residential – 8 du/ac) zone district has a minimum density requirement of 5.5 units per acre that aligns well with and implements the land use designation of Residential Medium.

The purpose of the R-8 (Residential – 8 du/ac) zone district is to provide for medium-high density attached and detached dwellings, two-family dwellings, and multi-family uses, providing a transition between lower density single-family districts and higher density multi-family or business developments. As noted above, the R-8 zone district ensures the minimum density of 5.5 dwelling units per acre is met.

In addition to the R-8 (Residential – 8 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium (5.5 – 12 du/ac):

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

The properties adjacent to the subject property to the north and west are still in the County with a zoning of RSF-R (Residential Single Family – Rural), with a City future land use designation of Residential Medium. The properties to the west are also still in the County with a County zoning of RMF-5 (Residential Multi Family – 5) and a City land use designation of Residential Low. Properties to the south are within the City, zoned R-8 with a future land use designation of Residential Medium.

NOTIFICATION REQUIREMENTS

A virtual Neighborhood Meeting regarding the proposed rezone request was held through Zoom on Wednesday, April 11, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The applicant and their representative were in attendance, along with approximately 12 neighbors. The owner’s representative provided an overview of the proposed development and the City review process.

Discussion at the neighborhood meeting largely centered on the existing irrigation and ditch laterals and the importance of maintaining these facilities. The applicant indicated that individual irrigation is not anticipated for each lot. Additional topics included support of the proposed buffer strip on the east side of the property, maximum building height, architectural style and character, and future D ¼ Road extension and improvements.

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 a new application sign on May 3, 2022. 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 July 1, 2022. The notice of this public hearing was published July 5, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

While the property owner could still develop under the R-5 zone district, they have requested a rezone to increase the density consistent with the Land Use Map in the 2020 Comprehensive Plan. The land use designation for this site remained Residential Medium through adoption of the 2020 Comprehensive Plan. However, the density range for Medium changed from 4-8 du/ac to 5.5-12 du/ac. This change to the Comprehensive Plan constitutes a subsequent event that invalidates the original premise of the zoning, which was in alignment with the density ranges from the 2010 Comprehensive Plan.

The subject property is also located within Tier 1 on the Intensification and Growth Tiers Map of the 2020 One Grand Junction Comprehensive Plan. The primary goal of Tier 1 is to support urban infill with a focus on intensifying residential growth. Therefore, staff finds that this criterion is met.

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

The existing structures on the site were built in the late 1990s, prior to the annexation of the property in 2006. In general, even though the subject area has seen additional housing developments since the original home was built, the overall character of this growth has not been significantly altered. So, while the amendment is consistent with the Plan, the character of the area is not the impetus for the request. 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

Public sanitary sewer service, Clifton Water domestic water service, Xcel electrical gas and power service, stormwater sewer through Grand Valley Drainage District, and irrigation through Grand Valley Irrigation Company are available to the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the R-8 zone district. Development on the site will further implement the Grand Junction Circulation Plan and the Pear Park Access Management Plan. The City Fire Department expressed no concern with providing service for the additional density proposed by the rezone. Therefore, staff finds that this criterion is met.

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

As demonstrated in the City's recent Housing Needs Assessment, Grand Junction has a need for additional housing, both in terms of general quantity and as it relates to varied housing types and price ranges. Medium-density residential dwelling types are a critical piece in providing housing that is attainable to a wider demographic and the demand for this product type remains high. While there are still some large swaths of land nearby that can be developed under the Residential Medium future land use, much of this land is currently outside City limits and not available for development until after annexation. therefore, Staff finds this criterion to be met.

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

The current property use of a single-family home on 8.25 acres underutilizes the land use vision for this property/area as provided in the 2020 Comprehensive Plan. By rezoning the property to R-8 and developing at a minimum of 5.5 du/ac, the City will provide additional opportunity for housing to be constructed at a higher density; this may result in the construction of new, more attainable housing units in this area of the community. The location of the property provides proximate access to the I-70B corridor as well as to outdoor recreational opportunities, including the Colorado River, which is a key principle within the Comprehensive Plan. Therefore, Staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of the relevant sections of the Comprehensive Plan that support this request.

Implementing the Comprehensive Plan. The proposed rezone to R-8 (Residential – 8 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Land Use Plan: Relationship to Existing Zoning
 - Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
 - The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Medium. As outlined in the background section of this staff report, the R-8 zone district is a permissible district to implement the Residential Medium designation.
- Plan Principle 3: Responsible and Managed Growth
 - Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - Goal: Encourage infill and redevelopment to leverage existing infrastructure.
 - The proposed rezone will provide for a higher density of development in an area of the City where infrastructure is readily available and other neighborhoods with similar densities have been constructed. The higher density implements a more compact pattern of growth, utilizing a smaller footprint for a greater number of residential units.
- 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.
 - The R-8 (Residential – 8 du/ac) zone district allows for a more compact growth pattern to occur, which is important to allowing development on property that may otherwise be difficult to build on with larger bulk standard requirements. This flexibility creates opportunities for additional housing options.
- Plan Principle 6: Efficient and Connected Transportation
 - Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
 - The subject property is located just a quarter mile from 31 Road, which is part of the City's Active Transportation Corridor that connects to the Colorado Riverfront Trail. This is a safe pedestrian and cyclist east-west route through this part of the City, and can connect to other trails into the more central areas.
- Plan Principle 8: Resource Stewardship
 - Goal: Promote the use of sustainable development.
 - Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the

City. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure which is already available on the site of the proposed rezone.

- Chapter 3 – Land Use and Growth: Intensification and Tiered Growth Plan
 - Subject property is located within Tier 1 (Urban Infill) – Description: Areas where urban services already exist and generally meet service levels, usually within existing City limits, where the focus is on intensifying residential and commercial areas through infill and redevelopment.
 - Policy: Development should be directed toward vacant and underutilized parcels located primarily within Grand Junction’s existing municipal limits. This will encourage orderly development patterns and limit infrastructure extensions while still allowing for both residential and business growth. Development in this Tier, in general, does not require City expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary.
 - As previously discussed, the subject property has infrastructure that is already available on-site. It currently only has one single-family home on the property, which indicates that it is underutilized as the land use designation would allow up to 99 units on the site.
- Pear Park Neighborhood Plan: Land Use and Growth
 - Goal: Establish areas of higher density to allow for a mix in housing options.
 - The R-8 (Residential – 8 du/ac) zone district allows for flexibility in the type of housing units that can be built per the Zoning & Development Code, allowing for both single-family and multifamily construction. With this ability, it becomes easier to add diversity to the City’s housing stock. While the R-5 (Residential – 5 du/ac) zone district also allows for the same flexibility, the R-8 provides the higher density desired by the Pear Park Neighborhood Plan & the 2020 Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Ute Canyon Rezone request, for a rezone from R-5 (Residential 5 du/ac) to R-8 (Residential – 8 du/ac) for the property located at 3124 D Road, the following findings of facts have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.

2) The request is consistent with the vision (intent), goals, and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5092, an ordinance rezoning approximately 8.25 acres from an R-5 (Residential - 5 du/ac) zone district to a R-8 (Residential - 8 du/ac) zone district located at 3124 D Road on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Neighborhood Meeting Information
3. Exhibit 3 - Site Maps & Pictures of Site
4. Exhibit 4 - Draft Zoning Ordinance

Development Application

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

Petition For:

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

Digitally signed by Tom Logue
DN: cn=Tom Logue, o=ou, email=talldc@msn.com, c=US
Date: 2015.09.29 05:46:22 -0600

Date

Signature of Legal Property Owner

Date

UTE CANYON SUBDIVISION
Rezone and Preliminary/Final Plan Application Request
NEIGHBORHOOD MEETING
April 13, 2022

A neighborhood meeting to discuss the pending Rezone and Preliminary/Final Plan application request was held at 5:30 p.m. on April 11 at 3210 I-70 Business Loop Unit 14N in the Mesa Pointe Shopping Center adjacent to Chin-Chin Restaurant.

In addition to the applicant and his representative, 12 neighbors out of the approximately 138 that were notified of the Neighborhood Meeting attended. An attendance roster is attached.

An overview of the proposed development and the City's approval process was presented by the owner's representative and the staff planner. The meeting lasted about 60 minutes.

Topics specific to development proposal discussed mainly included the existing irrigation ditch laterals located on the east, west and north sides of the proposed development and the importance of maintaining these laterals. The applicant indicated to the neighbors that irrigation water is not anticipated to be delivered to each lot due to their small size.

Other topics that were discussed included:

- Support of the proposed buffer strip along the east boundary of the development.
- The architectural style and character of the proposed dwellings.
- Maximum building heights.
- Type and style of boundary fencing.
- Future D ¼ Road extension and improvements.
- Development schedule and City approval processing.

Respectfully submitted,

Stacey Cook, Manager
Lucky Us Properties, LLC.

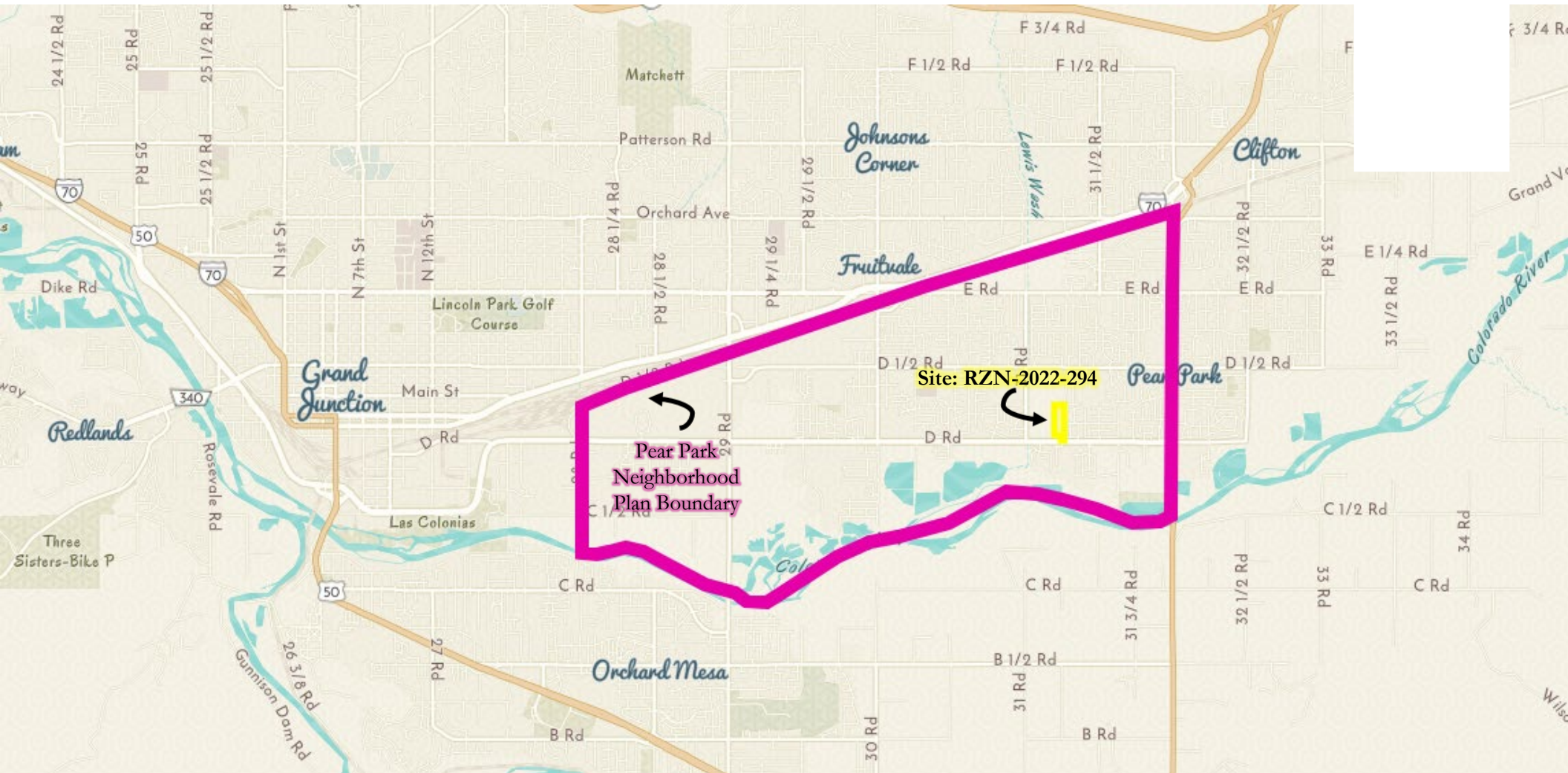
Attachment: Attendance Roster

NEIGHBORHOOD MEETING
3210 I-70 Business Loop, Unit 14N
5:30 pm, April 11, 2022

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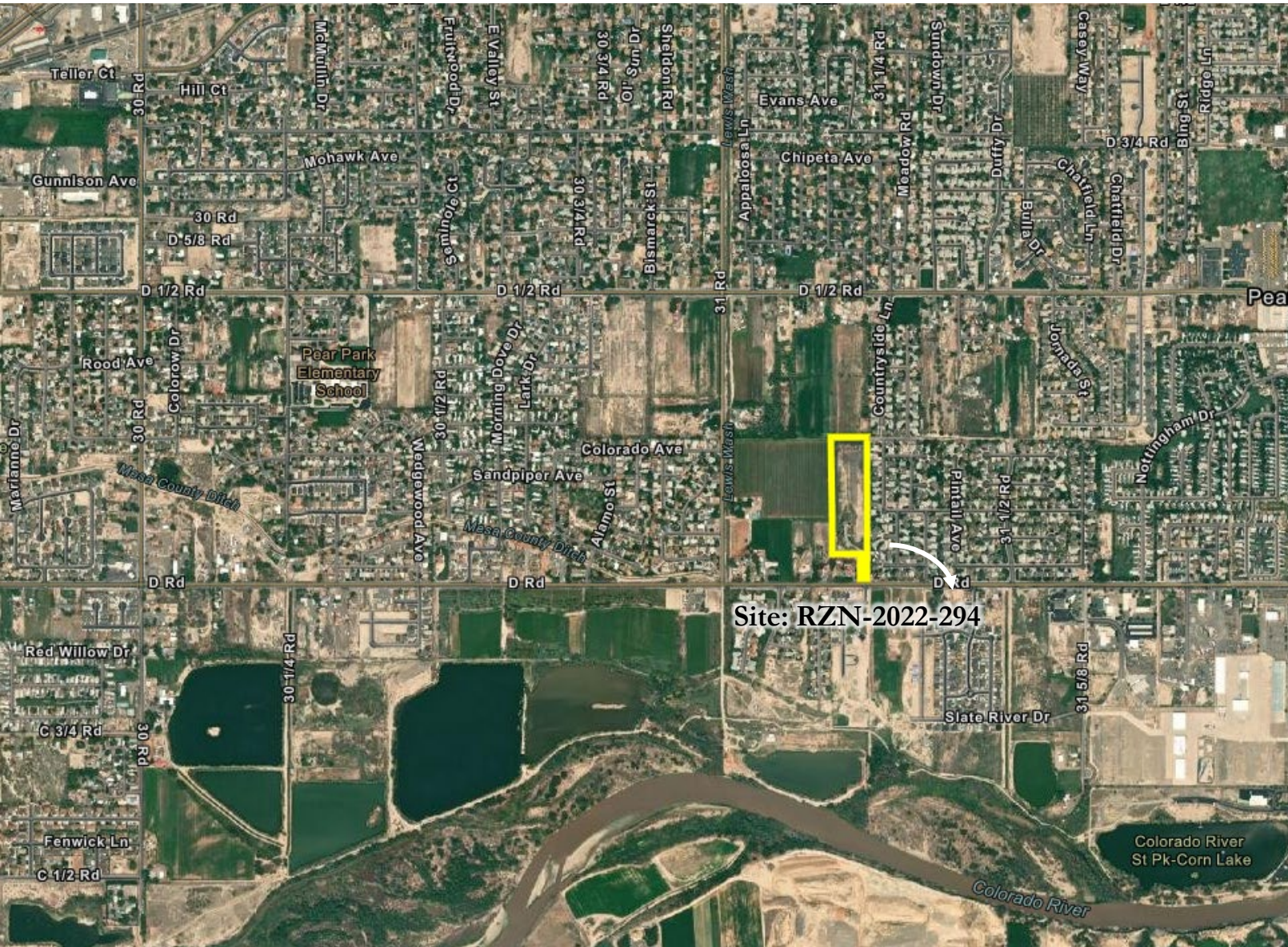
Ute Canyon Rezone

Vicinity Map



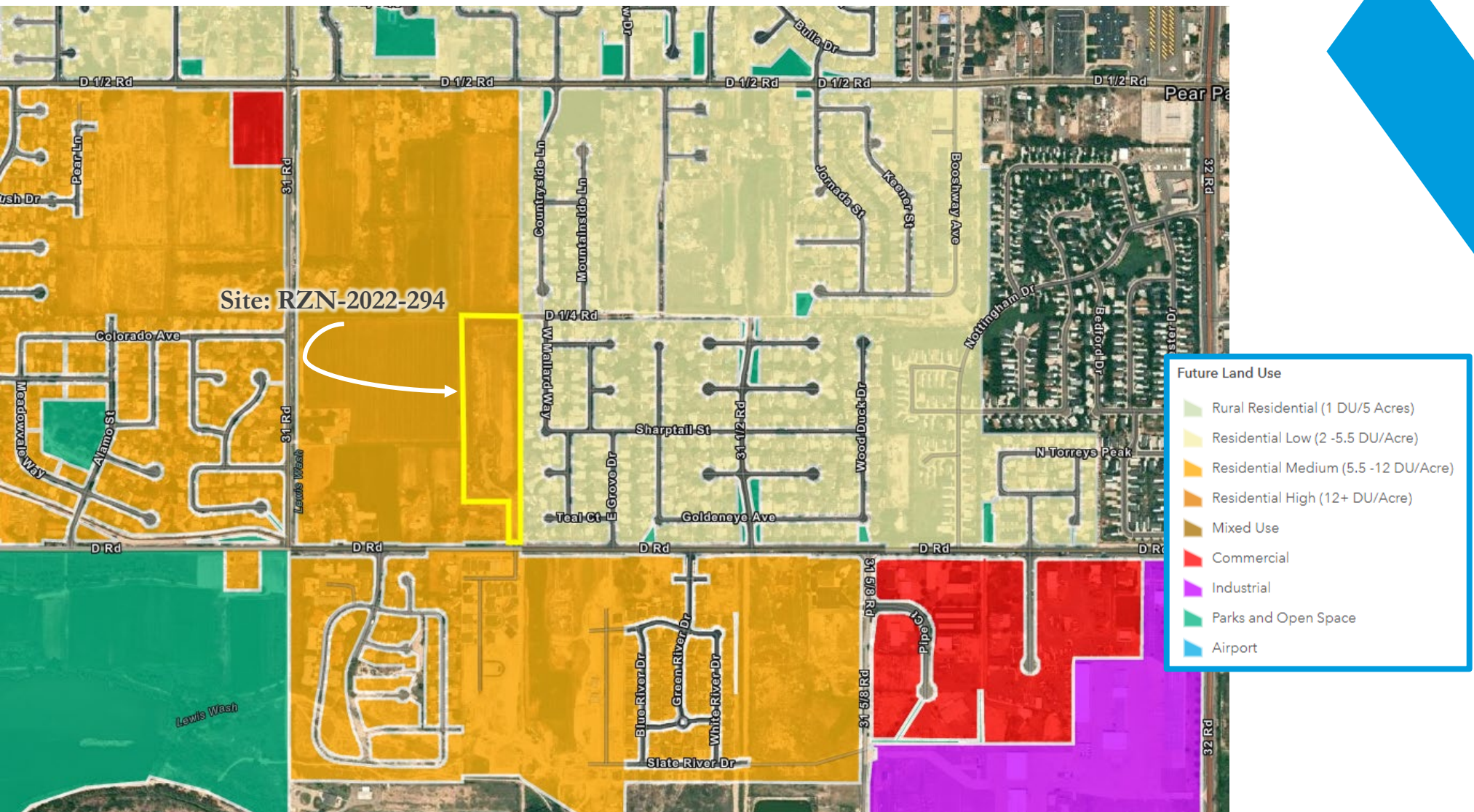
Ute Canyon Rezone

Site Location Map



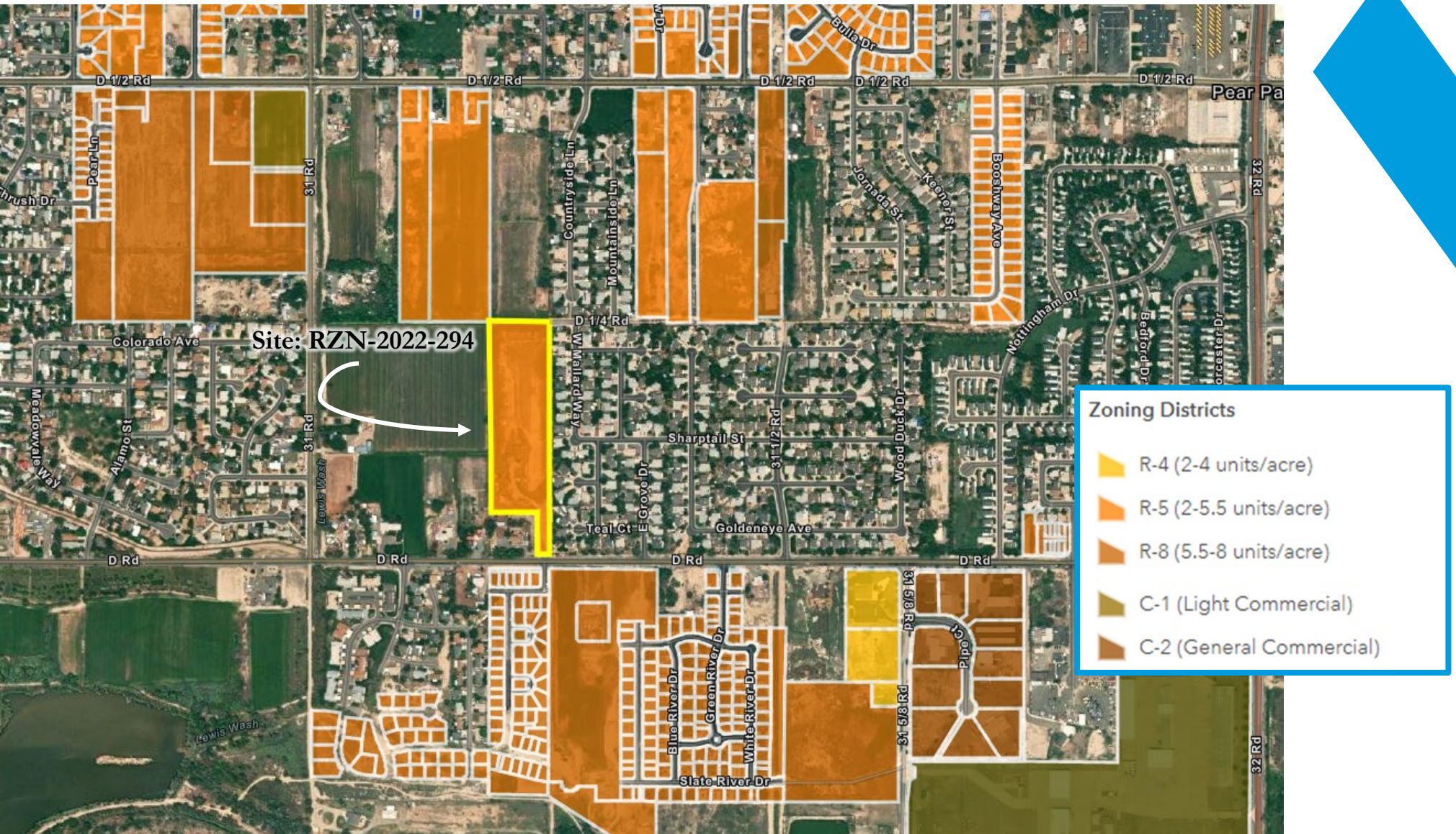
Ute Canyon Rezone

Land Use Map



Ute Canyon Rezone

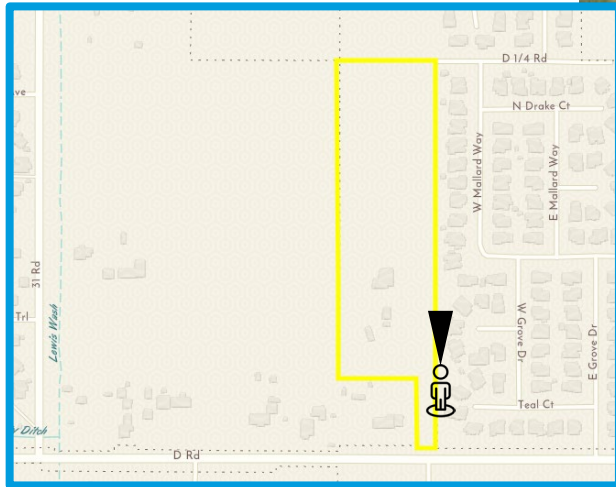
Zoning Map



Ute Canyon Rezone

Site Photo

Google Maps street view of property looking
north from D Rd



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING FROM R-5 (RESIDENTIAL - 5 DU/AC) TO R-8
(RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

**LOCATED AT 3124 D ROAD
Tax Parcel No. 2943-153-48-002**

Recitals:

The property owner, Lucky Us Properties, LLC, proposes a rezone from R-5 (Residential – 5 du/ac) to R-8 (Residential – 8 du/ac) on a total of 8.25-acres located at 3124 D Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-5 (Residential – 5 du/ac) to R-8 (Residential – 8 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Medium (5.5 – 12 du/ac) of the 2020 One Grand Junction 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 rezoning from R-5 (Residential – 5 du/ac) to R-8 (Residential – 8 du/ac) for the property is consistent with the vision, intent, goals, and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment. The City Council also finds that the R-8 (Residential – 8 du/ac) zone district is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-8 (Residential – 8 du/ac) on the zoning map:

Lot 2 Bailey Minor Subdivision, Grand Junction, Mesa County, Colorado

Introduced on first reading this ____ day of _____, 2022 and ordered published in pamphlet form.

Adopted on second reading this ____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor